

मेरठ विकास प्राधिकरण, मेरठ।

अल्पकालीन निविदा-सूचना

मेरठ विकास प्राधिकरण द्वारा निम्न कार्यो हेतु प्राधिकरण में पंजीकृत (विद्युत सुरक्षा निदेशालय से प्राप्त 'क' श्रेणी लाईसेन्स धारक अनुमोदित) ठेकेदारों से दिनांक 02.07.24 को निविदाये आमन्त्रित की जाती हैं। निविदा प्रपत्र निविदा आमन्त्रण की दिनांक से एक दिन पूर्व अपरान्ह 5:00 बजे तक प्राधिकरण की वैबसाईट www.mdameerut.in पर उपलब्ध रहेंगे। निविदाये निर्धारित दिनांक को अपरान्ह 3:00 बजे तक अधोहस्ताक्षरी कार्यालय एवं जिलाधिकारी कार्यालय में रखे निविदा बॉक्स में प्राप्त की जायेगी और उसी दिन अपरान्ह 4:00 बजे अधोहस्ताक्षरी के कार्यालय कक्ष में, उपस्थित ठेकेदारों/फर्मों के समक्ष खोली जायेगी। इच्छुक निविदादाताओं को अधिशासी अभियन्ता-विद्युत मेरठ विकास प्राधिकरण, मेरठ के पक्ष में निर्धारित धनराशि की विधिवत् बन्धक प्रतिभूति, एन0एस0सी0/राष्ट्रीकृत अथवा शेड्यूल बैंक द्वारा जारी एफ0डी0आर0 अग्रिम धरोहर धनराशि के रूप में एवं निविदा शुल्क उपाध्यक्ष, मेरठ विकास प्राधिकरण के नाम डिमाण्ड ड्राफ्ट के रूप में निविदा के साथ संलग्न/नत्थी करनी अनिवार्य होगी। निविदा प्रपत्र प्राधिकरण कार्यालय से निर्गत नहीं किये जायेंगे, मात्र प्राधिकरण की वैबसाईट पर ही उपलब्ध रहेंगे। कार्यो का विस्तृत विवरण एवं शर्ते प्राधिकरण की वैबसाईट www.mdameerut.in पर उपलब्ध हैं।

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22/6/24

मुख्य अभियन्ता



MEERUT DEVELOPMENT AUTHORITY

E-Bid Form

(for Two Bid System)

of

E-Tender/Job Notice No.01.....

Dt. 22/06/2024

TKumar
अधि. अधिकारी (निविदा)
मेरठ विकास प्राधिकरण, मेरठ

MEERUT Development Authority
CIVIL LINE, MEERUT

E-Bid Document

For

NOTICE/ JOB No:

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MEERUT Development Authority

CIVIL LINE, MEERUT

E-TENDER NOTICE

E-Tenders are invited on behalf of Vice Chairman Meerut Development Authority for the following works among registered contractors/firms in any Govt./Semi Govt./P.S.U. Department. The pre-qualification Bid /single Bid tender shall be opened on the date as mentioned in column (09) for respective work at/after 02.00 PM.

S.No.	Name of work	Estimate cost (Rs. In Lacks)	cost of bid document /e- Tender processing fee (Rs.)	Earnest Money (Rs.)	Work Period (Mont hs)	Start Date download/ uploading of E- tender Document	Last date of uploading of e tender document	Date of opening Pre- qualification in part through E- tender procurement solution
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Terms & Conditions:-

1. The cost of Bid document, E-Tender processing fee and Earnest Money Deposit (EMD) is required to be deposited through RTGS in prescribed Bank Accounts in favor of "VC MEDA E-Tendering" (As shown in tender document).
2. The tender shall be in single Bid or two Bid system, as per the cost of work and in case of two Bid system where techno-commercial details such as experience certificates, qualification document etc., Are required then each document must be self attested with Stamp shall be self verified first. For two bid system the Bidders who do not qualify the pre-qualification requirements shall be summarily rejected and their price Bids would become inaccessible. The price Bid of Bidders who are found eligible in prequalification shall be downloaded through E-Tender procurement system after filling their details on the E-Tender portal.
3. B.O.Q. Rates are excluding G.S.T. and G.S.T. will be paid extra as applicable.
4. Bidder has to deposit performance Guarantee/additional Security in shape of FDR/CDR/Bank Guarantee/NSC in case rate quoted is more than 10% below from the justified amount (at the date of tendering), @0.5% per one percent up to 10% below rate and @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period by the Bidder before entering into contract bond.
5. Any Information regarding addition/ alteration/ cancellation in E-tendering shall be intimated on MEDA website and UPLC website <https://etender.up.nic.in>.
6. The Tender Notice shall be available on website of Meerut Development Authority at www.indameerut.org and Tender Documents can be downloaded from UP Electronics Corporation website <https://etender.up.nic.in>. Interested bidders are requested to visit the websites regularly and update themselves with regard to any change or additional information related to the tender.
7. In case of holiday/holidays the E-tender will be opened on next working day.
8. Valid Registration certificate of any Govt./Semi Govt./P.S.U. Department of U.P. Govt. or Central Govt. shall be uploaded with Tender Document. Otherwise Tender will not considered.
9. Valid Net-worth certificate according to tender amount as per last audited balance sheet and valid character & haisiyat certificates issued by District Magistrate and Other documents as mentioned in E-tender documents is mandatory and should be uploaded with E-tender.
10. Affidavit form T-6 duly attested by Notary on Rs. 100/- Stamp required to be uploaded with E-tender.
11. All works having value of Rs. 25.00 Lacs & above would be in two bid system only.
12. Details of tender fee and EMD must be filled on prescribed Performa (Appendix-E). In case of incorrectly filled tender, They are likely to be rejected and not considered.
13. All right are reserved with Vice Chairman, Meerut Development Authority who can reject any or all tenders without assigning any reason.

Chief Engineer

INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1) Cost of Bid Document/ E-Bid Processing Fee

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

2) Contents of E-Bid Document

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

3) Amendment of E-Bid Document

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

4) Language of E-Bid

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

5) Documents Constituting the E-Bid

The E-Bid prepared by the bidder shall comprise the following components:

(a) Prequalification:-

(i) Fee Details - It will consist of the cost of bid document/ E-Bid processing fee document and prescribe earnest money in prescribed form. (APPENDIX 'E')

(ii) Eligibility Criteria -- It will consist of the details as per the Tender Document.

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

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

6) E-Bid Form

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

7) E-Bid Currencies

Prices shall be quoted / calculated in Indian Rupees only.

8) Documents Establishing bidder's Qualification

i) The Bidder shall furnish, as part of its Technical E-Bid, documents establishing the Bidder's qualification to perform the Contract. The documentary evidence should be submitted by the Bidder electronically in the PDF format.

ii) The documentary evidence of Bidder's qualification to perform the Contract shall be as per Qualification Requirements specified in E-Bid document.

9) E-Bid Security/Earnest Money Deposit (EMD)

2 The bidder shall furnish, as part of its E-Bid, an E-Bid security/ EMD as per the E-Tender notice in form of RTGS only in favor of "VC MEDA eTendering" in the A/c No. 50353225840, IFSC Code: IDIB000M 679 Indian Bank, MEDA Campus, Meerut.

i) Scanned copy of RTGS receipt of Security / EMD with transaction Id self-certified copy must be enclosed along with the E-Bid. Bid without Earnest Money (in the prescribed form) will not be accepted.

ii) Any E-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Department.

iii) Unsuccessful Bidder's E-Bid security (EMD) will be returned after the sanction of the lowest E-Bid.

iv) The successful Bidder's E-Bid EMD will be converted into security after the Bidder signing the Contract.

v) The E-Bid security may be forfeited

(a) If a bidder:-

(i) Withdraws its E-Bid during the period of E-Bid validity specified by the department on the E-Bid Form;

or

(ii) Does not accept the correction of errors

(b) In case of a successful Bidder, if the Bidder fails:-

(i) To sign the Contract with the Department.

(ii) After signing the contract fails to start work in stipulated period.

10) Period of Validity of E-Bid

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

11) Format and Signing of E-Bid

- i) The Bidder shall prepare electronic copy of each Technical E-Bid and Financial E-Bid separately in a file of size specified on the portal of NIC.
- ii) The E-Bid document shall be digitally signed at the time of uploading by the Bidder or a person/ persons duly authorized to binding the Bidder to the Contract. The Letter of authorization shall be uploaded (Scanned copy of written power-of-attorney accompanying the E-Bid). All the pages/ documents of the E-Bid to be uploaded shall be digitally signed by the person authorized to sign the E-Bid.

(B) SUBMISSION of E-Bid

1) Submission of E-Bid

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

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

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

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

- iii) The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the E-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to E-Bid, from "My Bids" folder, the bidder can place his/her E-Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the bidder should download the E-Bid document and Price Schedule/Bill of Quantity (BOQ) and study them carefully.
The bidder should keep all the documents ready as per the requirements of E- Bid document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
 - iv) The Bidder should read the Terms & Conditions carefully before proceeding to fill in the cost of Bid document/ E-Bid processing fee and EMD payment details. After entering and saving the cost of Bid document/ E-Bid processing fee and EMD details, the Bidder should click "Encrypt & Upload" option given in the payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, E-Bid Form and Technical Specification details) and financial (E- Bid Form and Price Schedule/BOQ) schedules/packets given in the Bid details. The details available in the scanned copy of Bid form cost and of EMD shall be verified by the department and in case of any discrepancy the E-Bid shall be rejected.
 - v) Next the bidder should upload the Technical E-Bid documents for Fee details (Cost of Bid document/ E-Bid processing fee and EMD), Qualification details. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, E-Bid Form and Technical Specification details) and financial (E-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
 - vi) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the E-Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the E-Bid documents are protected, stored and opened by concerned Bid openers only.
 - vii) After successful submission of E-Bid document, a page giving the summary of E-Bid submission will be displayed confirming end of E-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.
 - viii) Department reserves the right to cancel any or all E-Bids without assigning any reason.
- 2) **Deadline for Submission of E-Bid**
- i) E-Bid (Technical and financial) must be submitted by the Bidders at E-Procurement website <https://etender.up.nic.in> before time 5.00 PM on the prescribed date (as the server time displayed in the E-Procurement website).
 - ii) The Department may, at its discretion, extend this deadline for submission of E-Bid by amending the E-Bid document, in which case all rights and obligations of the Department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 3) **Late E-Bid**
- The server time indicated in the Bid Management window on the E-Procurement website <https://etender.up.nic.in> will be the time by which the E-Bid submission activity will be allowed till the permissible date and time scheduled in the E-bid. Once the E-Bid submission date and time is over, the bidder cannot submit his/her E-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her E-Bid is not submitted within the scheduled date & time due to any of his/her problems/faults, for whatsoever reason, during E-Bid submission process.

4) **Withdrawal and Resubmission of E-Bid**

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

(C) **OPENING AND EVALUATION OF E-Bid**

1) **Opening of E-Bid by the Department**

- i) The Department will open all E-Bids, in the presence of bidders' representatives who choose to attend at 11.00 AM on the prescribed date of opening at the Department office. The bidder's representatives who are present shall sign evidencing their attendance. In the event of the specified date of E-Bid opening being declared a holiday for the Department, the E-Bids shall be opened at the appointed time and place on the next working day.
- ii) The bidder's names and the presence or absence of repulsion E-Bid security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the requirement shall be notified.

2) **Opening of Financial E-Bid**

- i) The Information for opening of the financial E-Bids shall be displayed on the website after three working days from opening of prequalification documents. The name of bidders, percentage Price quoted for various items etc. will be announced in the process.
- ii) The Department will prepare the minutes of the E-Bid opening.

3) Clarification of E-Bid

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

4) Evaluation of E-Bid and Evaluation Criteria

- i) The Department will examine the E-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of Bid document/ E-Bid processing fee, E-Bid security (EMD) and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the E-Bids are generally in order. Any E-Bid or E-Bids not fulfilling these requirements shall be rejected. No Bidder shall contact the Department on any matter relating to his/her E-Bid, from the time of the E-Bid opening to the time the Contract is awarded.
- ii) Any effort by a Bidder to influence the Department in its decisions on E-Bid evaluation, E-Bid comparison or contract award may result in rejection of the Bidder's E-Bid.
- iii) In the event of any information furnished by the Bidder is found false or fabricated the minimum punishment shall be debarred/ blacklisting from the department works and the legal proceeding can also be initiated.

(D) AWARD OF CONTRACT

1) Award Criteria

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

2) Department's right to accept or reject any or all E-Bids

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

3) Notification of Award

- i) Prior to the expiration of the period of E-Bid validity, the Department will notify the successful Bidder in writing by letter/e-mail/fax, that its E-Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.

4) Signing of Contract

On completion of E-Tendering process, the Department notifies the successful Bidder that its E-tender has been accepted, the successful Bidder shall have to sign the contract agreement.

For the Visiting Bidders of this E-Bid Document

The Bidders/Firm/Bidders who are interested to participate in E-Bid are requested to get their signature digitalized at <https://etender.up.nic.in>.

The other important information is being mentioned below at a glance for the ease of E-Bid:-

Date of Inviting Tender	:
Date of opening pre-qualification Bid (only)	:
Cost of Bid document/ E-Bid processing fee	:	As per E-Tender Invitation Notice
Earnest money	:	As per E-Tender Invitation Notice
Validity period	:	90 Days
Time of completion of work	:

Bank account details for RTGS:-

Beneficiary Name	:	"VC MEDA E Tendering"
Account Number	:	50353225840
Bank	:	Indian Bank
IFSC Code	:	IDIB000M 679
Branch	:	MEDA Campus, Meerut

SPECIAL CONDITIONS

GENERAL

1. These special conditions shall be read in conjunction 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 Bidder is expected to be well conversant with the conditions of GPW form 9 as applicable to the department, works (General conditions of the contract) which shall be part of the agreement.

BIDDERS TO ENSURE AND NOTE

1. The Bidders are advised to see carefully the site of work and structural architectural drawings etc. before actually submitting their Bid. The structural/architectural drawings for the work under the scope of this tender can be seen in the office of the EE/SE/C.E. Meerut Development Authority, Meerut on any working day between 11.00 A.M. to 4.00 PM.
2. No page(s) of the Bid shall be removed and the entire set must be submitted, as its failure to comply the instructions may result in the rejection of the Bid.
3. All entries by the Bidders should be written legible.
4. The Bidder should write full address and telephone no. on the Bid Form. Any letter sent by Regd. Post on that address will be treated as delivered.
5. Incomplete, irrelevant conditional Bids are liable to be rejected without assigning any reason. Bids not submitted on proper prescribed form shall not be considered and are liable to be rejected.
6. No additions or alterations are permitted in the Bid papers, if Bidder does so, the same shall not be considered and such Bid is liable to be rejected.
7. Any Bid not fulfilling all the conditions is likely to be ignored / rejected without assigning any reason.
8. Original Earnest Money RTGS receipt and cost of Bid document/ E-Bid processing fee RTGS receipt shall not be required to drop in Bid box. However the scanned copy of both RTGS receipt shall be verified by the department from the bank and in case of any discrepancy or wrong information furnished in the scanned copy, Bid shall not be processed even for Technical Bid Evaluation and shall be rejected.
9. No refund of the cost of Bid document/ E-Bid processing fee is claimable for Bids not accepted or for Bids not submitted.
10. The department reserves the power to reject any or all Bids without assigning any reason or giving any explanation, power is also reserved to divide or subdivide the work among the Bidders.
11. The earnest money deposited by the unsuccessful bidder shall be returned after final decision on the Bid electronically, Bidders has to fill prescribed form attached with the Bid.
12. After acceptance of the Bid, the earnest money of the successful Bidders shall be converted into the security.
13. The quantities given in the bill of quantity are approximate and variation up to 25% on either side on printed quantities may occur without entitling the bidders to any compensation or extra rate.
14. In giving their rates, the Bidders should take into account all fluctuations of market construction rates of materials, as no claim shall be entertained on this account during the acceptance of the Bid and the currency of the contract.
15. The Bid rates shall be for all completed items of the work and shall include all quarry royalties, testing, screening, tools & plants, railways freight, carriage of materials to site, stacking, removal charge of any rejected material, Municipal Board Taxes, Octroi etc. & labor cess and all other taxes (except Goods & Service tax) in force from time to time. If the work is attracted by Goods & service Tax, the Bidders will deposit the same in the concerned department. The Goods & service tax paid as applicable.

16. Within fifteen days of the registration to the Bidder bond, the Bidder shall have to notify in writing the name of his two authorized representatives one of them will always be available at the site of work to receive the orders / instructions by Engineer in charge and the other for issue of materials and other miscellaneous works. The Bidders shall be fully responsible for the orders / instructions received by his representatives regarding quality, progress and materials from the Engineer-in-charge or any higher officer of the department.
17. All the materials collected by the Bidder during execution of work shall be properly stacked and arranged as per directions of Engineer-in-charge and norms of NGT.
18. Bidders shall have to make their own arrangement of water and electricity for construction work at site. All the building material for the work shall be arranged by the Bidder at his own cost.
19. The department shall be fully responsible for setting out the works and for the correctness of the positions, levels, dimensions and alignments strictly according to the plan / architectural and structural drawings (shall be provided without any charge) and all necessary instruments, pegs poles and other material required for the purpose, failing which the Bidder will be penalized as applicable.
20. A Cement consumption register shall be maintained at the site by the department for material brought by the Bidder as per CPWD/UPPWD Manual/Specification. The Bidder or his authorized representative / agent shall have to sign the register daily in token of the consumption of material consumed daily at work site.
21. The Bidder (in self) shall give sufficient supervision to the work using his best skill and attention. He shall provide necessary qualified staff to supervise the execution of the work. The Bidder or a competent authorized agent or representative should be got approved in writing by the Engineer-in-charge (whose approval at any time can be withdrawn or changed) for supervising the work and to receive directions and instructions from Engineer-in-charge of the work on the behalf of the Bidder. The supervisory staff of the Bidder will not be changed without the approval of Engineer-in-charge.
22. The Bidder shall be responsible for the damage to any property or any injury to person whatsoever caused by him or anybody in his employment or caused in consequence of his work. He will indemnify and keep the Government un-indemnified against all claims, demands, proceedings, charges and expenses and compensation, whatsoever, in respect of the or in relation to any such injuries or damages. The Bidder shall take all necessary precautions for the safety of his employees on the work site and shall comply with all applicable provisions of safety law and building codes to prevent accident or injuries to person on the work site.
23. The Bidder shall keep at his own, whole of the excavated area free from water; however, if excavation is filled with water the Bidder shall provide all pumping equipment temporary drain and such cuts / excavation shall be made good at the completion of work at his own cost.
24. The Bidder shall confine his equipment storage of materials separately from his works and people to the limits as directed by the Engineer-in-charge and shall not unnecessarily spread the premises with his materials and hutment's. The Bidder should cover the building material and sprinkle water so as to metiate the dust and keep the site free from dust .
25. A site order book shall be maintained at the site of the work in which instructions shall be given to the Bidder as and when necessary. These orders shall have to be signed and complied by the Bidder or in absence by his authorized representative or agent and in such case it will be presumed that same have been conveyed to him in time.
26. The Bidder shall at all-time keep the premise 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 from such material and fill up the borrow pits / cuts dug by him. He will leave whole of the site and work clear in a workman like. Nothing extra shall be paid to Bidder for this clearing up. The Bidder shall maintain and keep the area in agreed sanitary condition for the use of men engaged in the work by him and shall

remove and clear all structures etc. which may have been setup by the bidder for accommodating his staff / labour on the completion of work to the satisfaction of the Engineer in charge.

27. All the material and workmanship and its working procedure shall be strictly as per specification of C.P.W.D./ MoRTH/ UPPWD as described in the contract and in case not covered in the contract then in accordance with the Engineer in charge / BIS code. Instructions shall be issued from time to time to tests the material as the Engineer in charge may direct at places of manufacture, at the work site or in department Laboratory or any recognized Laboratory inside or outside of the department. Bidder shall provide conveyance, labor and material required for examining, measuring and testing for the work and quality of material used. Bidder shall supply sample of the material get them approved before using in the work. The cost of such, like conveyance, labour and material provide for testing purpose and for examining the work and for proper completion of the same shall be borne by the Bidder and no extra payment shall be made for the same. In addition to above, the Bidder shall establish a field laboratory to carry out day to day tests of all material at his own cost. The Bidder shall submit a list of the all the laboratory equipment's, quality control Engineer of the Bidder who will work under direction and control of Engineer-in-charge.
28. Bidder should be firms or individuals of repute who have carried out such works of similar magnitude satisfactorily, have sufficient material and T&P for construction work such as centering, shuttering and machinery tools and plants for mixing and transporting material for required height and depth and for other work they shall submit the details with Bid.
29. The normal working hours shall be from 8.30 A.M. to 5.30 P.M. and no work shall be carried out on Sundays and on gazetted holidays without specific permission of the Engineer in charge. No claim, whatsoever, shall be entertained on this account.
30. All drawings and designs will be supplied according to the necessity of the particular work and the Bidder will not have any claim for compensation in case of late supply of necessary design and drawings.
31. The Bidder will have to remove any person employed on the work if so desired by the Engineer-in-charge for any reason.
32. The Bidder shall not put hindrance to any person or to the Bidders authorized by the department to carry out the works of any nature entrusted to him in the sector, in the vicinity or itself inside the building, the works of water supply, sanitary and electric installation etc. The Bidder 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 the all parties concerned.
33. The Bidders shall have to make his own arrangements of water for Bidder work, for temporary accommodations for the office staff and for the laborers' residence at the site of work with proper sanitation. The water should be fit for drinking. In case the water is supplied by the department, the Bidder shall have to bear charges at rates fixed by the authority.
34. The Bidder will have to follow all existing rules and regulations of the Government & labour department or as amended from time to time regarding the labor employed by him without entitling him for any extra claim on this account.
35. The Bidder shall do his work in such a way that the work of other Bidder is not hindered.
36. Any claim during the period of contract will be submitted in writing within the currency of the contract bond failing which the claim may not be entertained.
37. The Bidder shall sign no claim certificate on running bills and in case of any claim or extra item he must mention the item, rate and quantity specifically otherwise no claim shall be entertained later. In case of any dispute the decision of the competent authority of the department shall be final.
38. The Bidder shall have to sign FARKATI at the time of submission of final bill account's Section.
39. The Bidder must get acquainted with the proposed site for the work and study all the specifications and conditions carefully before bidding. The work shall be executed as per program / dates drawn by the

Engineer-in-charge. If part of the site is not available due to any reason the program of the Bidder shall be modified to suit the availability of site and the Bidder shall have no claim for compensation on this account.

40. All the material collected by the Bidder during execution of work or otherwise shall be properly stacked & arranged as directed by the Engineer-in-charge.
41. Samples of materials and items of work shall have to be got approved by the Bidder from Engineer in charge before execution. The approved samples of material shall be sealed under the signature of the Bidder and Executive Engineer and shall be kept in the office of the Executive Engineer.
42. The Bidder shall have to supply required Non-Judicial Stamp Papers for execution of contract bond at his own cost.
43. 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 Bidder should either himself be present to receive orders and instructions or a responsible authorized agent be present for that purpose. Orders given to the Bidder's agent shall be considered to have the same force as if they had been given to the Bidder himself. The Bidder shall also provide all facilities necessary for inspection of the work by the E/I. or their official for which no payment shall be made to the Bidder.
44. The specifications to be followed for the execution of the works shall be-
 - a) UPPWD/MoRTH/CPWD specifications for work in Delhi with its up-to-date correction slip till date of bidding.
 - b) Relevant BIS/IRC standard for work not covered by the above.
 - c) Material bearing BIS mark shall be given first preference for using in works. For all articles with BIS marks the quality shall be judged by the relevant BIS specification.
45. After the completion of the work, the theoretical quantity of cement to be used on the works shall be calculated on the basis of UPPWD/CPWD statement showing quantity of cement to be used in different items of work provided in the Delhi Schedule of Rates applicable to the agreement but for the item on which DSR is not applicable the consumption of cement shall be decided by the Engineer- in-charge of the work. Over this theoretical quantity of cement further variation on either side shall also be allowed as under: -

PERMISSIBLE PERCENTAGE (ESTIMATED COST PUT TO BID)
2% (Two Percent) for work more than Rs. 25 Lakh.

The variation in respect of other materials shall be as per norms in UPPWD/CPWD works. The Final Quantity of Cement, Steel, Bitumen or any other material less used than the theatrical quantity allowing variation of minus side shall be recovered from the Bidder at double the rate used in justification.

46. The Bidder is expected to well conversant with the conditions mentioned in the Tender Documents (General Conditions of the Contract) which will be the part of the agreement.
47. If the Bidder withdraws his offer / Bid or modifies his offer / Bid after closure date and time of bid which is not acceptable to the department before acceptance of the Bid, his earnest money will be forfeited.
48. Any recovery pointed out by the Technical inspection wing/quality surveillance team appointed or authorized by the department shall also be affected from the Bidder's dues available with the department and the Bidder shall have no claim for such deduction of amount whatsoever. In case of any dispute the decision of CE/SE, Executive Engineer, of the department shall be final and binding on the Bidder.
49. The Bidder will arrange the water for consolidation of stone ballast and compaction of earth and nothing extra will be paid for the same.

50. The Bidder is to stack the material at the road berms first according to the size of template with stack number as decided by the Engineer in charge and no material shall be stocked on road embankment. The material shall be only allowed to spread for consolidation after recording measurements and taken into road material account register.
51. The quantity measured in stacks shall be final & binding on the Bidder and no claim will be entertained thereafter.
52. A deduction for voids as prescribed by UPPWD/MoRTH shall be made after stack measurements of stone aggregate for payment.
53. Deduction shall be made for earthwork in filling without compaction up to 95% proctor density as per UPPWD specifications.
54. The stone ballast and grit will be blue textured and free from soft stone pieces. The size / gauge of the ballast shall be as per detailed specification of UPPWD/ MoRTH.
55. The consolidation, shall be done as laid down in UPPWD detailed specifications amended up to date. The earth for making medhi & consolidation will be arranged by the Bidder at his own cost and nothing shall be paid extra for the same.
56. In case of any dispute the decision of VC, of the department shall be final and binding on the Bidder.
57. Conditional bid may not be accepted.
58. Consolidation crust thickness at every 10 meter would be checked as per stipulation after execution of work.
59. The premixing of grit with maxphalt will be done by maxrol or by hot mix plant.
60. Bidder has to sign the agreement after submission of stamp papers within 15 days from the date of award of the work. In case of delay on the part of the Bidder beyond 15 days from the date of award of work, a penalty maybe imposed and shall be liable from Bidder's payment, which will be deducted from any dues available of the Bidder.
61. That the variation of the quantities of work shall not be allowed to be executed beyond the stipulated quantity in the agreement without prior approval of the competent authority.

62. Related to GST (Goods and Services Tax) Act

Rates submitted by Bidder should be inclusive of all taxes excluding GST, which will be paid extra by the department, as applicable.

63. The Bidder is allowed to quote only on percentage.
64. A. In case of earth work in filling is being done in layers of 20cm thickness; the compaction must be done with heavy machinery such as road roller of 8 ton or above capacity at the optimum moisture content. The dry density must be achieved to the extent or not less than 95% of proctor's density. In this area when the compaction is achieved to the desired density no deduction shall be made from the measured cubical content.
- B. In case of pattery (shoulder of road) the compaction should be done with road roller of 8 ton capacity. However, 95% proctor's density at optimum moisture contents is not necessary. The deduction of this area must be made 10% on the measured cubical content of compacted earth.
65. For cement storage at work site, double lock system will have to be followed.
66. The Bidder shall have to install the laboratory for testing of building material at site. In case of failure of the Bidder, the same shall be provided by the department on cost of Bidder, which shall be recovered from the running bill.
67. Quantity for payment shall be considered only on the theoretical quantity (Based on Proposed formation level) or the actual quantity (based on actual finished level) whichever in less.

68. In case it is found that the Bid as submitted is based on forged/fictitious documents then along with the Bids, his offer will be cancelled and earnest money will be forfeited. Also the Bidder can be black listed for bidding for the department works in future.
69. Ultratech, Ambuja, Bangur, Binani, Birla, Shakti & J.K., L&T, CCI, ACC, JP, Shree make or approved by competent authority, gray cement shall be allowed to be used in the work.
70. The reinforcement steel shall be provided from the reputed manufacture like SAIL, TISCO, RINL or approved by competent authority and shall conform specification as per IS code 1786-19, the standard sectional weights Reinforced all standard tables in Para 5.3.3 in specification of works Vol-1 to be considered for conversion of length of various, size MS Bars and for bars into wt. as under.

Sl. No.	Size dia (in mm)	Wt./M	Sl. No.	Size dia (in mm)	Wt./M.
1	6	0.222 Kg.	6	18	2.00 Kg.
2	8	0.395 Kg.	7	20	2.47 Kg.
3	10	0.617 Kg.	8	22	2.98 Kg.
4	12	0.888 Kg.	9	25	3.85 Kg.
5	16	1.58 Kg.	10	28	4.83 Kg.

71. The payment of royalty levied by state/central/other institutions on minerals and other conditions issued time to time by the Government shall be the responsibility of the Bidder. The department shall be free to take appropriate action without any notice in case of non-compliance/ non submission of documents of the said payment.
72. The Bidder has to furnish his rates including Labor Cess @ 1% the same shall be deducted from the bills of the Bidder. The royalty charges levied by states/central govt./other institutions on & other terms and conditions issued time to time by govt. shall abide by and shall be paid by Bidders and its proof shall have to be submitted to the department.
73. The Security amount shall be deducted @ 10% from each running bill and the maximum limit shall be on contract bond amount @ 10% including earnest money.
74. The minimum density of D.B.M. BM & AC work with their permissible tolerance based on job mix formula be as under :-

Type of Mix	Minimum Density
B.M	2.20 gm/cc
D.B.M	2.36 gm/cc
B.C	2.36 gm/cc

The job mix formula of bitumen mixes shall be determined from the following test houses only.

- CRRI, Mathura Road, New Delhi.
- CPWD, ITO, New Delhi.
- Shree Ram Institute of Industrial Research, University Road, Delhi.
- I.I.T.Delhi, Hauz Khas, New Delhi-110016
- I.I.T. Roorkee, Roorkee
- Delhi Test House, A-62/3, Karnal Road Industrial Area, Opp. Hans Cinema, Azadpur, New Delhi.
- National Test House, Kamala Nehru Nagar, Ghaziabad
- Ghaziabad Testing Laboratory Pvt. Ltd, Ghaziabad

(i) West Zone PWD Test Laboratory, Meerut

75. (a) Bidder has to deposit performance Guarantee/additional Security in shape of NSC/FDR/ CDR in case if the rate quoted by him is more than 10% below from the justified amount (at the Rate of tendering), @ 0.5% per one percent up to 10% below rate and @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period by the Bidder before entering into contract bond.
- (b) In case of work value more than 25.00 Crs. Performance Guarantee/additional Security may be deposited in shape of Bank Guarantee of Scheduled bank of India issued from the local Branch of Meerut.
76. Bidder will be responsible to get registered in Labour Office, Meerut within 15 days from the date of start of the work as per Clause of UP Building and other construction workers welfare Act. Bidder has to register cent-percent eligible labour engaged in the work in labour department and this information to be submitted to the department time to time. The agreement will be cancelled if this condition is not fulfilled by the Bidder.
77. For Security works the bidder should be registered under section-7 (2) Private Security agency (Regulation) Act-2005 in U.P. or District Meerut. Proof of above registration should be enclosed/upload with bid.
78. In the case of any irregularity or financial loss to the department, such loss caused to department would be recovered from the concerned Bidder as per the provision of Clause 17 of Part IV-Works Procedures, Uttar Pradesh Development Authorities Finance and Accounts Manual 2004(as amended).
79. The Bidder shall ensure to consume the materials within its expiry date. The material if consumed after the expiry date the affected work will have to be dismantled and the recovery shall be made by the department at the rate of double the cost of work if such materials consumed.
80. The work shall be executed as per program drawn by Bidder and approved by the Engineering-in-charge. If part of the site is not available due to any reason the program of the Bidder shall be modified to suit the available site and the Bidder shall have no claim for any extra compensation on this account. If the Bidder does not give the program for execution of work at the time of signing of agreement, the Engineering-in-charge will give his own program and PERT CHART which will be binding on Bidder and shall become part of the agreement.
- The Bidder will be required to give his fortnightly progress as per said PERT CHART. The progress on PERT/ BAR CHART shall be attached to the bills submitted by the Bidder duly signed by him on monthly basis which will be verified by Engineering-in-charge. The Bidder will be required to furnish weekly category wise labour report also.
81. If the Engineer-in-charge, the department 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, shall order the Bidder to work day and nights, and/ or on holidays and the Bidder shall obey these orders without objection or request for compensation. No compensation whatsoever shall be paid on this account.
82. In the event of working at night, the Bidder shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of the Engineer-in-charge, Meerut Development Authority. Any order or approval issued under this clause by the Engineer-in charge, shall not relieve the Bidder from or diminish his obligation under the contract.
83. **Provision of Mobilization Advance:**

Grant of mobilization advance to the Bidders for executing capital intensive works

In respect of certain specialized and capital-intensive work with estimate cost put to tender Rs.25.00 crores and above, provision of mobilization advance may be kept in the tender document. Chief

Engineers should use their discretion carefully in deciding whether any particular work shall be considered as specialized or capital intensive one. Applicability or otherwise of relevant clause of GCC shall be clearly indicated in Schedule 'F', while finalizing NIT of a particular work.

- I. The Mobilization advance limited to 10% of tender amount at *simple interest can be sanctioned to the Bidder on specific request as per term of the contract.
- II. The Mobilization advance shall be released only after obtaining a bank guarantee bond from a schedule bank for the 112% of amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest. (Modified as per OM/MAN/160) The advance should be released in not less than two installments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.
- III. It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance. (Modified as per OM/MAN/160)
- IV. The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed or 80% of original completion period is completed whichever is earlier. The completion period shall be reckoned as extended approved period, if any. Failure to completion of 80% of work/period, the balance mobilization advance shall be recovered by the encashment of bank guarantee.

शेष शर्तें केन्द्रीय लोक निर्माण विभाग की शर्तों के अनुरूप होगी।

* ब्याज के सम्बन्ध में प्रत्येक परियोजना विशेष के लिए तत्समय लागू ब्याज दरों के अनुसार ही विचार किया जाना होगा।

84. सफल निविदादाता को अनुबन्ध गठित होने से पूर्व निविदा में अपलोड किये गये प्रपत्रों/अभिलेखों की सत्यापित प्रति सम्बन्धित जोन में जमा करानी होगी।

Meerut Development Authority

G.P.W. FORM - 9

Approved by U.P. Govt. Vide D.O. No. 6628-A C-23-S.No.

Anubhag G-19, AC/1969 Dated 09.03.1972 and Also

Amended vide CE's Letter 1921/MT 62/1973 Dt. 30.03.1974

CHAPTER -VII: PART - 371

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1. The "Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Meerut Development Authority (The Department) and the "CONTRACTOR"(The Bidder) together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning herewith respectively assigned to them :
 - a. The "WORK" or "WORKS" shall, unless there be something either in the subject or context repugnant to such construction shall be construed and taken to mean the work by or by virtue of the contract to be executed whether temporary or permanent and whether original altered, substituted or additional.
 - b. The "SITE" shall mean the land and/or the other places, on into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used or the purpose of carrying out the contract.
 - c. The "BIDDER" shall mean the "Individual" or "Firm" or "Company". Firm should be registered in Society Registration Act 1860 or Partnership Act and Company should be registered under company Act 1956 whether incorporated or not, undertaking the works and shall include the legal personal representative of such individuals or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or company.
 - d. The "VC" shall mean the Vice Chairman Meerut Development Authority, his successors or assignees.
 - e. The "ENGINEER-IN-CHARGE" shall mean the C.E./S.E./E.E. as the case may be who shall supervise and be in-charge of the work and who shall sign the contract on behalf of M.E. D.A.
 - f. "M.E.D.A." shall mean Meerut Development Authority (Constituted under section 3(i) of U.P. Urban Planning Development Act 1973 and having its main administrative office Vikas Path, Meerut VC/Secretary/FC/CE/SE any of the their authorized representative and / or its successors and permitted assignees.

- g. The "TENDERED COST" shall mean the cost of entire work as estimated on the basis of the tendered rates or rates agreed to between the parties of contract.
 - h. The "DEPARTMENT" shall be Engineering Department of Meerut Development Authority.
 - i. The "ESTIMATED COST" shall mean the cost of entire work to tender.
 - j. The "MARKET RATE" shall mean the rate as decided by the Engineer-in-charge on basis of the cost of materials and labour at 'site where the work is to be executed plus the profits and overheads as permitted by him.
3. Vide G.O. No. 1916/17 -8-A-32-185 dated 17-10-85 of U. P. Govt. the Tender is required to submit non-judicial stamp paper as per the direction of Meerut Development Authority Meerut on the full security of the bonded amount at the time of signing contract documents.

CLAUSE 1: SECURITY DEPOSIT

The Bidder, whose tender is accepted, will be required to furnish the amount by way of security deposit for the fulfillment of the contract, as 10% of the tendered cost. Out of above 10% amount, 2% shall be deposit by way of RTGS in favour of VC MEDA E Tendering, Rest 8% amount shall be deducted from the running bills this amount can be placed with Meerut Development Authority in the form of FDR/other applicable Government Security /Bank Guarantee with the condition that the Bank Guarantee would be valid till scheduled completion period+ 1 years defect liability period +3 months and the Bank Guarantee is issued by Nationalized /public sector bank of Meerut branch would only be acceptable. The condition of Bank Guarantee acceptance would be applicable only for works whose tender value is more than 25 Crore and is of "Special" category of Meerut Development Authority works.

This 10% amount shall be accepted. This 10% amount shall be accepted as follows:-

1. 2% Earnest Money Deposit (EMD) deposited by the way of RTGS can be retained as part of Security Deposit. Bidder has liberty to replace this Earnest Money Deposit (EMD) deposited vide RTGS NSC/FDR/CDR which should be duly pledged in favor of Vice Chairman, MEDA, Meerut issued by the Scheduled Nationalized Bank after the due approval of the successful bidder.
2. Balance 8% deduction will be made and held by the department by way of security deposit unless he/they have deposited the amount of security at the rate mentioned above in case or in the form of securities or Fixed Deposit receipt or of any Scheduled Bank in India if the security is furnished in the form of Guarantee Bonds the Bidder Undertakes to review and to furnish fresh guarantee to cover the period of time of extension. If any, and failure on his part to do shall be considered as breach of contract and without prejudice to any other remedy provide in these conditions, the Engineer-in-charge shall have the right to withheld payments and deduct entire security amount from any money becoming payable to the Bidder under this or any other contract the department. The bank guarantee shall be acceptable only if its validity is for completion period plus maintenance period+3 months as stipulated in contract and Bank Guarantee is issued by nationalized/ public sector bank issued for local branch of Meerut would be applicable only work whose tender value is more than 25.00 Crore under the of "Special" category of works.

The amount of the security money shall be refunded after twelve month of the date of completion of the work or after payment of the final bill whichever is later, provided that in case the payment of final bill is not made within twelve months of completion of the work, 75% of the amount of the security money can be refunded with the prior approval of the authority next higher to the person accepting the contract on behalf of the department.

All compensation or other sum of money payable by the Bidder to the department under the terms of this contract may be deducted from the sale of sufficient part of his security deposit, or from the interest arising therefore or from any sums which may be due to, or may become due to Bidder by the department on any account whatsoever, and in the event of his

security deposit being reduced by reason of any such deduction of sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid, any sum or sums may have been deducted from or raised by sale of his security deposit or any part thereof.

CLAUSE- 2: COMPENSATION FOR DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Bidder and shall be reckoned from the 10th day after the written order to commence work. Is given to the Bidder. The work shall throughout the stipulated period of the contract be proceed with all due diligence (time being deemed to be the essence of the contract on the part of Bidder) and the Bidder shall pay as compensation an amount equal to one percent of estimated cost or such smaller amount as the E.I. (whose decision in writing shall be final) may decide on the amount of the estimate cost of the whole work as shown in the tender for every day that the work remains uncompleted after the proper date and further to ensure good progress during the execution of the work. The Bidder shall be bound in all cases in which time allowed for any work exceed one month to complete on eighth of the whole of the work before one fourth of the whole time allowed under the Bidder has elapsed, three eighth of the work before half of the of such time has elapsed and three fourth of the work before three four them of such time has elapsed. In the event of the Bidder failing to comply with this condition he shall be liable to pay an compensation as amount equal to one percent, or such smaller amount as the E.I (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every week that the due quantity of work remains incomplete, provided that before taking action under this

clause the officer to the Bidder and provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of estimated cost put to tender (to struck of, in all cases when the time allowed for completion does not exceed one month).

CLAUSE- 3: ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

Action when whole of security deposit is forfeited. The officer accepting the contract on behalf of the department or the Engineer-in-charge shall have the power without prejudice to his right against the Bidder in any respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing to determine the contract in any of the following cases.

- a- If, the Bidder having been given by the Engineer-in-charge a notice in writing (which notice under the hand of the Engineer-in-charge communicated through the Junior Engineer/Assistant Engineer/Executive Engineer/ Superintending Engineer/ Chief Engineer shall be conclusive evidence) to rectify, reconstruct or replace any defective work or any work damaged by any reason what-so -ever or that the work is being performed in any inefficient or otherwise improper or like unworkman manner shall omit to comply with the requirements of such notice for a period of seven days thereafter of such notice or if the Bidder shall delay or suspend the execution of the work so that either in the judgment of the Engineer-In-charge (which shall be final and binding) he will be unable to secure completion of the date of completion or he has already failed to complete the work by the date.
 - b- If the Bidder being a company shall pass a resolution of the Court shall make and order that company shall be wound up or if a Receiver or a Manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a Receiver or Manager of which entitle the court make a winding up order.
 - c- If the Bidder commits breach of any of the terms and conditions of this contract other those mentioned in sub-clause an above.
 - d- If the Bidder commits any fact mentioned in clause-21 hereof.
- 2- When the Bidder has made himself liable of action under any of the cases aforesaid the officer accepting the contract on behalf of the department or the Engineer-in-charge, shall have powers to adopt anyone or more of the following courses as he may. Deem suited to the interest of the department.

1. To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Bidder under the hand of the Engineer-in-charge, or communicated through, Assistant Engineer / Executive Engineer/ Superintending Engineer / Chief Engineer shall be conclusive evidence upon such determination or rescission the security deposit of Bidder shall be liable to be forfeited and shall be absolutely at the disposal of the department.
2. To employ labour paid by the department and to supply materials to carry out the works or any part of the work debiting the Bidder with the cost of the labour and price of the materials of the amount of which cost and the price of certificate under the hand of the Engineer-in-charge, communicated through the AE / EE / SE / CE shall be final and conclusive against the Bidder and the crediting him with the value of the work done in all respects in the same manner and at the same manner and at the same rates as it had been carried out by the Bidder under the terms of this contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the Bidder, provided notice in writing to the Bidder provided also that if the expenses incurred by the Department are less than the amount payable to the Bidder at his agreement rates the differences shall not be paid to the Bidder.
3. After giving notice to the Bidder to measure-up the work of the Bidder and to take such whole, or balance, or part thereof as shall be un-executed out of his hands and to give it to another Bidder to complete in which case any expenses which may be incurred in excess of the sum which executed by him (of the amount of which excess the certificate in writing or the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Bidder and may be deducted from any money due to him by the department under this contract or on any other account whatsoever or from his security deposit of the proceeds of sales thereof of a sufficient part thereof as the case may be.
4. In the event of anyone or more of the course mentioned in sub-clause-2 above being adopted by the Engineer-in-charge the Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any provisions aforesaid the Bidder shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE-4: BIDDER REMAINS LIABLE TO ANY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE-3 (POWER TO TAKE POSSESSION OF REQUIRE REMOVAL OF OR SELL BIDDER'S PLANT):

In any case in which any of the powers conferred upon the officer accepting the contract on behalf of the department or the Engineer-in-charge by clause-3 hereof shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default liable to pay compensation and, the liability of the Bidder for past and future compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the power vested in him under the preceding clause the, Engineer-in-charge may if he so desire take possession of all or any tools; plant, materials or stores in or upon the works. Power to take possession of or require removal of or sell Bidder's plant at the site thereof of belonging to the Bidder or procured by him & intended to be used for execution of the work or any part thereof paying or allowing for the same in account at the contract rates in the case of these not being applicable at current Bidder of his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the Bidder failing to comply with, any such requisition the Engineer-in-charge may remove at Bidder and at his risk in all respects, and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Bidder.

CLAUSE- 5: EXTENSION OF TIME

If the Bidder shall desire an extension of the time for completion of the work on the grounds of his having been unavoidable hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge the officer accepting the contract on behalf of the department through the Engineer-in-charge- and copy thereof is sent to the Engineer-in-charge within 30 days of the date of the hindrance, on account of which he desire such extension as aforesaid and the officer accepting the contract on behalf of the department, shall, if in his opinion reasonable grounds be shown therefore authorize

such extension of time if any as may, in his opinion be necessary or proper provided there this extension of time should be limited to 25% of the total period of the contract and in no case exceeding 4 - 5 months. The case of extension of provided always that if the Bidder continues to perform: the work beyond and the date of completion or the right of the department to claim compensation under Clause 2 shall not be deemed to have been waived. In case the delay is because of the lapse on the part of Bidder, the time extension maybe granted at the sale discretion of the sanctioning authority in the following way.

Work value	Sanctioning authority	No. of Days	Penalty
1. For all works	S.E./C.E. Secretary V.C	First 30 days. Next 60 days Next up to 60 Days or more	No. penalty 1% of remaining work value 2% of remaining work value

Above mentioned penalties shall be applied if the delay is on the part of Bidder.

CLAUSE- 6: COMPLETION CERTIFICATE AND MEASUREMENT OF WORK DONE:

On completion of the work the Bidder shall send a registered notice to the Engineer-in charge giving the date of completion and sending a copy of it's to the office accepting the contract on behalf of the department and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall be work be considered to be completed until the Bidder shall have removed from the site on which work shall be executed, all scaffolding surplus material sand rubbish and cleared off the dirt from all wood work, doors, windows, wall, floors or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the Bidder shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish & cleaning of dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the Bidder remove such scaffolding material and the rubbish and dispose of the same as he thinks fit and clean of such dirt and fill the pits as aforesaid and the Bidder shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding of surplus materials as aforesaid except for any sum actually released by the sale there of.

On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates whose measurement shall be binding and conclusive against the Bidder. Provided that if subsequent to the taking of measurements by the subordinate as aforesaid the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Bidder and to take measurements again after giving reasonable notice to the Bidder and such re-measurements shall be binding on the Bidder (Ten days will apply towards at the headquarters of Engineer-in-charge and thirty days for works at other places delete whichever not applicable).

Within ten days of the receipt of the notice Engineer-in-charge shall inspect other work and if there is visible no defect on the face of the work, shall give the Bidder a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, it shall be mentioned in the certificate to be granted. If on the other hand it is found that there are certain visible defects to be removed the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these. The final certificate of completion of work shall be given after the visible defects pointed out above have been removed.

CLAUSE -7: PAYMENT OF INTERMEDIATE CERTIFICATE TO BE RELEASED AS ADVANCE

No payments shall be made for works estimated to cost less than rupees twenty thousand till after the whole of the works shall have been completed and a certificate of completion" given. But in the case of works estimated to cost more than Rupees Twenty thousand, Bidder shall on submitting the bill there of be entitled to receive a monthly payment proportion etc. to the part there of then approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Bidder. But all such intermediate payments shall

be regarded as payment for work actually done and shall not preclude the requiring of bad, unsound and imperfect of unskilled work to be removed and taken away and reconstructed, or re-erected, or it shall not be considered as an admission of the due performance of the contract or any part thereof in any way in respect of the accruing of any claim nor shall it conclude, determiner or any of them as to the settlement and adjustment of the accounts or otherwise of in any other way vary or affect the contract.

The final bill shall be submitted by the Bidder within one month of the date fixed for completion of the work or on the date of the certificates of completion furnished by the department and payment shall be made within three months of the submission of such bills, if the amount of the contract plus that of the additional items is up to Rs. 2.00 lacs and six months if the same exceeds Rs. 2.00 lacs. If there shall be any dispute about any item or items of the work then the or six months or as the case may be. The Bidder shall submit a list of the disputed items within 30 days from the disallowance there of and if he fails to do so, his claim shall be deemed to have fully waived and absolutely extinguished.

CLAUSE - 8: BILL TO BE SUBMITTED MONTHLY

A bill shall be submitted by the Bidder each month on or before date fixed by the Engineering-charge for all works executed in the previous months and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the Bidder does not submit the bill within the time fixed as foresaid the Engineering-charge get the said work measurement list will be sufficient warrant, and the Engineer in charge may prepare a bill from such list which shall be binding on the Bidder in all respects.

CLAUSE - 9: BIDDER TO BE GIVEN A WEEK TO FILE OBJECTION TO THE MEASUREMENTS RECORDED BY THE AUTHORITY.

Before taking any measurement of any work as has been referred to in clause 6,7, & 8 hereof, the engineer-in charge or a subordinate deputed by him shall give responsible notice to the Bidder. If the Bidder fails to attend at the time of measurements after such notice of fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-In charge then and in any such event, "the measurements taken by the engineer in charge or by the subordinate deputed by him as the case may be shall notwithstanding the provision in clause 8 be final and binding on the Bidder and the Bidders shall have no right to dispute the same."

CLAUSE. 10: BILLS TO BE ON PRINTED FORMS

The Bidder shall submit all bills on the printed forms to be had on application at the 'Office of the engineer-in-charge and the charges in the bill shall always be entered at the rate specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned of Provided for in the tender, at the rate hereinafter provided for such work.

CLAUSE. 11: STORES SUPPLIED BY AUTHORITY

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the 'Engineer-In charge store, or if it is -required that the Bidder shall use certain stores to be provided by the Engineer-In charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for convenience of the Bidder but so as in any way to control the meaning or effect .of this' contract, specified in the Schedule of memorandum hereto annexed) the Bidder shall be supplied with such materials and stores as are required form the time to time to be used by him for the purposes of the contract only, any the value of the full quantity of materials and stores so supplied at the rates, specified in the said schedule of memorandum may be set off or deducted from any sums then due, of thereafter to became due to the Bidder under the contact or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in government securities, the same or a sufficient portion of availability of ascertain from time to time from the Engineer-In charge about the position of availability of the materials as aforementioned and any 'delay on the part of the Engineer:-In charge to arrange supplies of the same shall not entitle the Bidder to any compensation but in the event of the such delays the Bidder shall be granted reasonable extension of time. All materials supplied to the Bidder are the property of the Bidder, but shall not on any account be removed from the site of the work, except. with the written permission of the Engineer-In charge or under his orders and shall at all times be open to inspection

by the Engineer-In charge. Any such materials unlisted and in perfectly good condition at the time of the completion of determination of the contract may, by special arrangement, be taken over by government at prevailing market rates, if required for use on other works in progress provided that the price allowed, shall not exceed, the amount charged to the Bidder.

CLAUSE-12: WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS ETC.

The Bidder shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in strict accordance with the specifications. The Bidder shall also confirm exactly, fully and faithfully to the designs drawings and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office, and to which the Bidder shall be entitled to have access to such office for the purpose of inspecting during office hours, and the Bidder shall be furnished free of charge one copy of the specifications and of all such designs, drawings and instructions as are not included in the detailed.

PWD/CPWD/MORTH specifications for buildings and roads enforced from time to time or any other printed publications on general specifications of ISI specifications referred to elsewhere in the contract.

CLAUSE -13: ALTERATION IN SPECIFICATION AND DESIGN:

The Engineer-in-charge shall have power to make any alteration in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs instructions that may appear to him to be necessary during the progress of the work and the Bidders shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substituted work which the Bidder may be directed to do in the manner above specified as part of the work shall be carried out by the Bidder on the same conditions in all respects in which he agreed to do the main work.

EXTENSION OF TIME TO CONSEQUENCE OF ALTERATIONS:

The time for the completion of the work shall be extended in the proportion the altered additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. Over and above this a further period to the extent of 25 percent of the time so extended may be allowed to the Bidder.

The rate for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- i. If the rates for the additional altered or substituted works are specified in the contract for the work, the Bidder is bound to carry out the additional, altered, or substituted work at the same rates as are specified in the contract for the work.
- ii. If the rate for the additional altered or substituted works are not specifically provided in the contract for the work. The rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- iii. If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work nor can be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in the PWD/CPWD/MORTH SCHEDULES of rates excluding the cost of cement and steel -minus/plus percentage which the total tendered amount bears to the. Estimated cost of the entire work out to tender.
- iv. If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in such clauses (i) to (ii) above then the rates for such work shall be worked out on the basis of the Schedule of rates of the PWD/CPWD /MORTH schedules above minus / plus the percentage with the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates the rate for such part or parts will be determined by the officer accepting the contract on behalf of the department, Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- v. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-Clauses (i) to (iv) above the Bidder shall within 7 days of the date of receipts of the order to carry out the work, inform the officer accepting the contract on behalf of the department or Engineer-in-charge of the rate which is his

intention to charge for such class of work supported by analysis of the rates claimed and the GE/SE shall determine the rate or rates on the basis of the prevailing market rates and pay the Bidder accordingly. However the officer accepting the contract on behalf of the department or Engineer-in-charge by the notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable but under no circumstances, the Bidder shall suspend the work on the plea of non-settlement of rates of items failing under the clause.

The rates sub clause (i), (ii) and (iii) shall be worked out by the officer accepting the contract on behalf of the Authority/ Government.

CLAUSE -14: NO COMPENSATION FOR ALTERNATION OR RESTRICTION WORK TO BE CARRIED OUT.

If at any time, after the commencement of the work the department or the C.E / SE decide to abandon or reduce the scope of works for any reason whatsoever and hence or any part of work not require the whole or any part or works as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the Bidder who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations have been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured materials with a view to execution of the work of the performance of the contract. But the Engineer-in-charge shall have the option either to take over the materials at site, of approved quality and not in excess of the requirements of the work and to pay to Bidder the actual cost thereof of the amount of which cost a certificate by the Engineer-in-charge shall be binding on the Bidder. In the event of this option not being exercised the Bidder may submit to the Engineer in charge within one month of the date of the order closing down the work detailed statement of the loss that the estimates he will be forwarded to the CE/SE who will decide what sum, if any, should as a matter of grace be paid to the Bidder to compensate him for the loss suffered by him and the decision on CE / SE shall be final and binding on the Bidder.

CLAUSE-15: ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Bidder shall on demand in writing from the Engineer-in-charge specifying the work. Materials articles complained of (notwithstanding that same may have been in advertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be remove the materials at his own proper charge and cost, and in the event of his failing to do so within a period to do specified by the Engineer-in-charge in this demand aforesaid then the Bidder shall be liable to pay compensation at the same rate as under clause-2 of the contract for this default also while his failure to do so shall continue, and in the case of such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respects of the Bidder.

CLAUSE -16: ACCEPTANCE OF SUBSTANDARD WORK AND CAUSING TECHNICAL EXAMINATION OF WORK

The department shall have the right to accept at reduced rate, substandard or defective work and to cause and audit and technical examination of the works and the running and final bills of the Bidder including all supporting vouchers abstracts etc. to be made before or at the time of the payment of the final bills and if as a result of such acceptance of substandard or defective work, audit and technical examination any sum is found to have been over paid in respect of any work done by the Bidder under the contract or any work claimed to have been done by him under the contract, but found not to have been actually executed the Bidder shall be liable to refund the amount of the over payment and that shall be lawful for the department to recover the same from him in the manner prescribed in Clause (1) above or paid less than what was due to

him under the contract in respect of any work executed by him under it, the amount or such under payment may be duly paid by the department to the Bidder.

Provided that the substandard or defective work accepted is not considered to be seriously defective by the Engineer-in-charge and the rate of the work so accepted is suitably reduced by him to compensate the MEDA and such reduction is binding on the Bidder.

CLAUSE -17: WORK TO BE OPEN TO INSPECTION BIDDER OR RESPONSIBLE AGENT TO BE PRESENT.

All works under or in, the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinate and the Bidder shall at all times during the usual working hours and at all other time at which reasonable notice of intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the Bidder either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for the that purpose (orders given to the Bidder's agent shall be considered to have the same force as if they had been given to the Bidder himself)

The department as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The Bidder shall also supply without charge the requisite number of persons with the means and materials also supply without charge the requisite number of persons with the means and materials also necessary for the purpose of settings to works and counting, weighing and assorting in the measurements or examination at any time and from time to time work of materials. Failing his, so doing, the same may be provided by the department at the expense of the Bidder and the expenses may be deducted from the money due to the Bidder under the contract or from his security deposit of the proceeds of sale there of or a sufficient portion thereof.

CLAUSE-18: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP.

The Bidder shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of the measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of the measurement and shall not cover up or paced beyond the reach measurement and shall not cover up or paced beyond the reach measurement and work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work, and if any work and shall be covered up of place beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Bidder's expenses, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

CLAUSE -19: BIDDER LIABLE FOR DAMAGE DONE & FOR IMPERFECTIONS FOR TWELVE MONTHS ONE YEAR CERTIFICATES.

If, the Bidder or his work people or servants shall bread, deface, injure of destroy any part of a ,building, road, fence enclosure or grass land or cultivated ground contiguous to the premises on which the work while in progress from any case whatsoever, or any defect shrinkage or other faults appear if it within TWELVE MONTHS /ONE YEAR, after a final certificate or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the Bidder shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made. good by other workmen and deduct the, expense of which the certificate of the Engineer-in-charge shall be final from any sums- that may then or at any time thereafter become due to the Bidder or from his security deposit or the proceeds of sale there of a sufficient portion thereof or any manner legally permissible.

CLAUSE-20: BIDDER TO SUPPLY PLANT LADDERS SCAFFOLDING, ETC.

The Bidder shall provide at his own cost all materials (except such special materials if any as may I accordance with the contract be supplied from the Engineer-in-charge's, stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work. .

CLAUSE - 20 (a): DAMAGE ARISING FROM NON PROVISION OF LIGHT, FENCING ETC.

The Bidder shall also provide all necessary fencing, lights required to protect the public from accident, and shall be bound to bear the expenses of defenses of every suit, action or other proceedings at law what may be brought by any person for injury, sustained owing to neglect of the above precautions, and to any such person, or which may with the consent of the Bidder be paid to compromise any claim by any such person. If any equipment is issued departmentally, rent will be recovered from the Bidder's bills at current rates fixed by the CE / SE terms of such issue to be ascertained by the Bidder from the Engineer-in-charge in writing in advance.

CLAUSE - 21: WORK NOT TO BE SUBLET.

The contract shall not be assigned or sublet without the written approval of the officer accepting the contract on behalf of the department and if the Bidder shall sign to sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do or if any bribe, gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Bidder or any of his servants or agents to any public officer or person in the employ of the department in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the officer accepting the contract and the security deposit of the Bidder shall there upon stand forfeited and be absolutely at the disposal of the department and the same consequence shall ensue as if shall not be entitled to recover or be paid for any work there of actually performed under the contract.

CLAUSE - 22:

The Bidder shall not for the execution of the work employ any labour under 18 years of age and within the limits of any cantonment, any female labourer. For every breach of this Clause the Bidder shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the E.I. may fix, and the E.I. may recover such sum by deduction from and sums which may be due or may at any time, there after. Become due to the Bidder.

CLAUSE - 23:

- a. The Bidder shall pay to his labourers a fair wage and supply every labour under employed by him with a wages card on which the rate of wages, the attendance and payments will be entered.
- b. The Bidder, before he commences work shall paste in a conspicuous place of the work a notice giving the rates of wages which shall not be less than the minimum wages applicable and where no minimum wages are applicable the wages will be such as may be certified as fair wages by the Engineer-in-charge and shall send a copy of the Engineer-in-charge

CLAUSE -24:

All statutory provisions shall bind the Bidder with regard to the period for which wages shall be paid and deduction from wages as per time-to-time directed by the government.

CLAUSE -25:

The Bidder shall comply with all labour laws as applicable at the site of the work.

CLAUSE -26:

In respect of all labour directly or indirectly employed in the works for the performance of the Bidder's part of this agreement the Bidder shall comply with or clause to be complied with all the directions issued by the department from time to time for the protection of health and sanitary arrangements for workers employed by the departments for workers employed by the department and its Bidder.

CLAUSE -27: MATERNITY BENEFIT RULES FOR FEMALE WORKERS EMPLOYED BY BIDDERS.

1) LEAVE

In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day. If any amendment is made by government, shall be binding to the Bidder.

- a- In the case of miscarriage up to 3 weeks from the date of miscarriage. In case of delivery leave pay during maternity leave will be at the rate of women's average daily earning calculated on the total wages earned on the days when full time work done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined of a rate of seventy five paise a day whichever is greater.
- b- In the case of miscarriage leave pay the rates of average daily earning calculated on the total wages earned on the day when full time work was done during a period of three months immediately preceding the date of such miscarriage.
- c- Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to woman unless she has/shall employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

In the event of the Bidder committing a default or breach of any of the provisions of the MEDA directions to Bidder for the protection of health and sanitary arrangements for the workers or furnishing any information of health and sanitary arrangements for the workers or furnishing any information or submitting materially incorrect. The Bidder shall without prejudice to any other liability pay to a sum not exceeding As. 50/- for every default or breach and in the event of the Bidder defaulting for each day or default subject to a maximum of 5% of the tendered cost of the work. The decision of the Engineer-in-charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge the Bidder is not properly observing and complying with the said directions for the protection of health and sanitary arrangements for work people employed by the Bidder (here in referred as the said directions) the shall have power to give notice in writing to the Bidder requiring that the said directions be complied with and the amenities prescribed there in the notice. If the Bidder fails-within the period specified in the notice to comply with and observe the said the period specified in the notice to comply with and observe the said direction and to provide the amenities to the work people as aforesaid, the mentioned at the. Cost of the Bidder. The Bidder shall erect, make and maintain at his expense. And according to approved standards all necessary huts and sanitary arrangements required for his work people on the site in connection with the execution of the work and if the sand shall not have been erected or constructed. According to arrangements be remodeled and / to reconstructed according to approved standards) and if the Bidder fails to remodel or reconstruct such huts and sanitary arrangements. According to the approved standards within the period specified in the notice the Engineering -charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at cost of the Bidder.

CLAUSE -28:

The Bidder shall at his own- cost provide his labour with number of huts (here in after referred to as the camp) of the following specification son a suitable plot of land to be approved by the Engineer-in-charge.

- 1(a) The minimum height of each hut at the eye level shall be 7 feet and floor area to be provided will be at the rate of 30 Sq. feet for each member of the workers family staying with the laborer.
- 1(b) The contract shall in addition construct suitable cooing place having a minimum are 6 x 5 adjacent to the hut for each family.
- 1(c) The Bidder shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per one hundred of the total strength latrines and urinals being provided separately for women.
- 1(d) The Bidder shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

- 2(a) All the huts shall have walls of sun-dried bricks laid in mud mortar of other suitable local materials and may be approved by the Engineer-in-charge. In case of sundried bricks the all should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 6 above the surrounding ground. The roofs shall be laid with thatched or any other material as may be approved by the Engineer-in-charge and the Bidder shall ensure that throughout the period of their occupation the roofs remain watertight.
- 2(b) The Bidder shall provide each hut with proper ventilation.
- 2(c) All doors windows and ventilators shall be provided with suitable leaves for security purposes.

3-WATER SUPPLY:

The Bidder shall provide adequate supply of water for the use of labourer. The provisions shall not be less than 2 gallons of pure/potable and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head for bathing and washing purposes. Where pipe water supply is available, the supply shall be at stand posts and where the supply is from wells or river, tanks that may be of metal or masonry shall be provided. The Bidder shall also, at his own cost, make arrangements for laying pipe lines for water supply to his labour camp from the existing main where available and shall pay all fees and charges therefore.

4. The site selected for the camp shall be high grounds, removed from jungle.

5. Disposal of Excreta

The Bidder shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the Bidder shall make arrangement for the removal of excreta through the municipal committee/ Authority and inform about the number of labourers employed so that arrangement may be such committee /Authority for the removal of excreta. All charges on this account shall be borne by the Bidder shall provide one sweeper for every eight seats in case of dry system.

6. Drainage:

The Bidder shall provide efficient arrangements for draining away sludge water so as to keep the camp neat and tidy.

7. The Bidder shall make necessary arrangements keeping the camp area sufficiently lighted to avoid any accident to the worker.

8. Sanitation:

The Bidder shall make arrangements for conservancy and sanitation in the labour camp according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 29: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the department without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

CLAUSE 30: CHANGE IN CONSTITUTION OF FIRM,

In the case of tender by partners any change that constitution of the firm shall be forthwith notified by the Bidder to the Engineer-in-charge for his information.

CLAUSE 31: WORKS TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE.

All works to be executed under the direction and subject to the approval in all respects of the Engineer-in-charge for the time being who shall be entitled to direct at what point or points in what manner they are to be commenced and from time to time carried on.

CLAUSE 32: PROTESTS / DISPUTES AND ARBITRATION.

- a) If the Bidder considers any work demanded of him to be outside the requirements of contract or considers any record or ruling, of the Engineer-in-charge or of this subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made ask in writing for written instructions or decisions, where upon he shall proceed without delay to perform the work or confirm to the procedure or ruling and within twenty day after date, of receipt of the written instructions or decision he shall file a written protest with the Engineer in charge stating clearly in detail the basis of his objections, Except for such protest or objections as are made on record in the manner here in specified, and within the time limit, stated, the recorded rulings instructions of decisions of the Engineer-in-charge shall be final and conclusive. Instructions or decisions of Engineer-in-charge contained in letters transmitting drawing to the Bidder shall be considered as written instructions or decisions subject to protest or objection as wherein provided.
- b) If the Bidder is dissatisfied with the final decision of Engineer-in-charge in pursuance of Clause 32(a) the Bidder may within twenty eight days after receiving notice of such decision give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at the issue. If the Bidder fails to give such notice within the period of Twenty days is stipulated above the decision of Engineer-in-charge of the department shall be conclusive and binding on the Bidder.
- c) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and to the quality of workmanship or materials used in the work or as to any other question, claim, right or rates for extra items sanctioned and decided or not by the competent authority under the conditions, of this contract matter or thing whatsoever in any was arising out of or relating to the contract designs, drawings, specifications, estimates, instructions or order on these conditions or otherwise concerning the work or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person or persons appointed by the Vice Chairman, of the department It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matter to which contract relates and that in the course of his duties as Government servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act, the Vice Chairman shall appoint another person to act as arbitrator in accordance with the term of contract. It is also a term of this contract that no person other than a person appointed by the Vice Chairman as aforesaid/shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for time being in force shall to the arbitration proceeding under this clause. The sole arbitrators shall be appointed by the Vice Chairman, of the department.

All dispute between the parties to the contract arising out of relating to the contract shall after written notice by either party to the contract to the other party be referred to arbitration as above. Unless the parties otherwise agree such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The value of arbitration shall be such a place or places as may be fixed by an arbitrator in his/theirs sole discretion. Any suit or application for the enforcement of this arbitration clause shall be filed in the competent court at Meerut, no other court or any other district or Pradesh or outside Uttar Pradesh shall have any

jurisdiction in the matter. The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.

CLAUSE 33: Store imported from abroad to be obtained from Government.

The Bidder shall obtain from the stores of the Engineer-in-Charge all stores and all imported materials, if required to any considerable extent for the work or any part thereof or in making articles required, therefore, or in connection therewith. The value of such stores and articles as may be supplied to the Bidder by the Engineer-in-Charge will be debited to the Bidder in his account at the rate shown in the schedule attached to the contract and if they are not entered in the schedule, they will be debited at a cost price, which for the purpose of contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at stores aforesaid. The Engineer-in-Charge may issue materials to Bidder from existing stock if he asks for any in excess of those entered in the schedule. In such cases the price charged must be stock rate or market rate whichever is greater

CLAUSE 33: ARBITRATOR

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and to the quality of workmanship or materials used on the work or as to any other question claim right or rates for extra items sanctioned and decided or not by the competent authority under the conditions of this contract, designs, drawings. Specifications, estimates instructions or order on these conditions or otherwise concerning the work or execute or failure to execute the same whether arising during the progress of the work or after the person or person appointed by the Vice Chairman, of the department. It will be no objection to any such appointment that the matter to which contract relates and that in the course of his duties as the department servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act the Vice Chairman, of the department shall appoint another person to act as arbitrator in accordance with the term of contract, it is also a term of his contract and no person other than a person other than a person appointed by V.C. of the department as aforesaid shall act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provision of the Conciliation Act, 1996 or and statutory modification more enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause

CLAUSE 34: ACTION WHERE NO SPECIFICATION IS GIVEN.

In the case of any class of work for which there is no specification in the contract. Such work shall be carried out in accordance with the detailed PWD / CPWD / ISI/IRC specification / MORT&H Specifications. And in the event of there being no detailed specifications for the same work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 35: BIDDER'S PERCENTAGE

The addition and deduction on account of the percentage referred to a page of the accepted tender will be calculated on the gross and not the net amounts of bills for work done.

1. In every case in which by virtue of the provisions of section 12 Sub-section (i) of the workmen compensation Act 1923 the department is obliged to pay compensation to a workman employed by the Bidder or by any Sub-Bidder from him in the execution of the said work, the department will recover from the Bidder the amount of the compensation so paid and without prejudice to the rights of.
2. The department under section 12 sub-section (2) of the said Act. the department shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the Bidder to his credit under clause (1) of these conditions or from any other sum due to the department from the Bidder whether under this contract or otherwise.

3. The department shall not be bound to contest any claim made against it, under section 12 sub-section(1) of the said Act except on the written request of the Bidder upon his giving to the department full security for all costs for which the department might become liable in consequence of contesting the claim.

CLAUSE 36:

No bricks for use on the work shall be manufactured within the limits of a Municipality or cantonment or Notified Area or within half a mile of the site of work. Any brick so manufactured may be rejected by the Engineer-in-charge.

CLAUSE 37:

No earth for filling or for any other purpose, shall be excavated within half a mile of the site of work except with the written permission of the Engineer-in-charge and then only on condition that the area in which such excavation is made shall be leveled and dressed by the Bidder at his own expense in accordance with the instructions of the Engineer-in-charge and in such a manner as to prevent the formation of pools of stagnant water.

If the Bidder fails to comply with this condition, the Engineer-in-charge may cause the ground to be leveled and dressed by other workmen and deduct expense of which the certificate of the Engineer-in-charge shall be final) from any sums which may be or may at any time thereafter become due to the Bidder or from his security deposit or from the proceeds of sale thereof.

Without prejudice to any other remedy provided by law the department shall recover all dues here from the Bidder as arrears of land revenues as per section 40 of U.P. Urban planning and Development Act 1973.

BIDDER

T. Kumar
OFFICER INVITING BID
मेरठ विकास प्राधिकरण, मेरठ

Meerut DEVELOPMENT AUTHORITY

REQUIREMENTS

For

Pre Qualification of E-Bid

Tender /JOB No:.....

LIST OF DOCUMENTS TO BE SUBMITTED

1. An e-Bid document price/processing fee and EMD amount in form of RTGS only in favor of "VC MEDA eTendering" in the A/c No. 50353225840, IFSC Code: IDIB000M 679 Indian Bank, MEDA Campus, Meerut. Scanned copy of RTGS receipt of Security / EMD with transaction Id certified by the same bank must be enclosed along with the E-Bid.
2. Duly filled up pre-qualification documents appended with the Bid documents.
3. List of similar works satisfactorily completed in Govt./Semi-Govt/PSU along with certificates (Attested copy).
4. Valid Net-worth certificate according to tender amount as per last audited balance sheet and valid haisiyat and character certificates issued by District Magistrate and Other documents as mentioned in E-tender documents should be uploaded with E-tender.
5. Proof of liquid assets duly certified by banker as per pre-qualification requirement (Original or attested copy will be entertained).
6. Valid audited balance sheet of Firm/Proprietor (original or attested copy) clearly indicating turnover of last four assessment years.
7. List of tools and plants on affidavit by notary on minimum Rs. 10/- non- Judicial stamp paper (Original).
8. List of technical staff with their qualification, professional experience and length of the service with the firm affidavit by notary on minimum Rs. 10/- non-judicial stamp paper (original).
9. Attested copy of the partnership deed if it is partnership firm and registration certificate in case of company, sole proprietorship declaration in case of proprietorship firm. Joint ventures shall not be accepted.
10. Authority letter of the firm/bidder in favor of the person who has signed the bid document with telephone no. and complete postal address.
11. Bidder has to submit a total work implementation program either in CPM or PERT from start to finish physical as well financial basis as per time period allowed for the work.
12. Self affidavit of the Bidder for form T-6 attested by Notary on Rs 100/- stamp paper duly signed must be uploaded with the E-Bid.
13. Valid Registration certificate of MeDA or any Govt./Semi Govt./P.S.U. Department of U.P. Govt. or Central Govt. shall be uploaded with Tender Document. Otherwise Tender will not considered.

Summary of pre-qualification papers to be submitted by the bidder

S.No.	Description	Detail
1	Tender Fees, Processing fee and Earnest Money Deposit (EMD)	RTGS Details
2	I.T.C.C. or audited balance sheet of last Four Assessment years.	Validity and date of issue.
3	Financial Capabilities Certificates	1. Turnover Certificate (on Appendix 'A') 2. Liquid Assets Certificate (on Appendix 'B') 3. Net Worth Certificate as per last audited balance sheet .
4	Experience Certificate of Similar Works	Total number of certificates attached, Name of Work, Amount of Work done till date actual date of completion or if work is in progress the proposed date of completion.
5	Affidavit of Tools and Plants Required	Date of affidavit. (on Appendix 'D')
6	Affidavit of Technical Supervisory Staff	Date of affidavit. (on Appendix 'C')
7	Character certificate of all partners/ directors .	Issued by districts Magistrate/Competent Authority
8	Haisiyat certificate of Firm/Proprietor.	Issued by districts Magistrate/Competent Authority
9	Self- affidavit form T-6	Duly attested by Notary uploaded with E-tender. On Stamp paper of Rs. 100/-
10	Attested copy of Partnership Deed or Sole Proprietorship declaration or Company's Registration Certificate / Memorandum and Article of Association.	As applicable details to be mentioned accordingly.
11	Authority letter of Person authorized to sign the bid documents.	Attached (as applicable).
12	Valid contractor registration certificate	Issued by any Govt./Semi Govt./P.S.U. Department of U.P. Govt. or Central Govt.
13	Any other documents	Details attached.

REQUIREMENTS FOR PRE-QUALIFICATION OF THE BID

S. No.	Pre-qualification Conditions	Detailed description of pre-qualification
1	<u>Turn Over</u> Cumulative turn over will be considered three consecutive years out of last four assessment years taken from I.T.C.C or audited balance sheet of last Four years.	All the working Bidders with MeDA shall be eligible for a relaxation of 20% in the value of turnover.
2	<u>Liquid Assets:</u>	The liquid assets certificate submitted by the bidder must clearly state the amount of liquid assets. The certificate should not be older than six months. Any word other than liquid assets has no relevance, and shall not be considered.
3	<u>Net Worth:</u>	Net worth will mean Value of Fixed Assets as per last Audited Balance Sheet (After Providing Depreciation) Plus Net Working Capital (Current Assets minus Current Liabilities).
4	<u>Progress:</u>	a) If any work of a bidder is behind the schedule by more than 25% then that bidder shall be disqualified from the process of opening of price bid. b) If any ongoing work of a bidder is more than 25% behind the schedule due to the fault of the Bidder at a stage when 50% time period from the date of start has passed then that bidder shall be disqualified from the process of opening of price bid.
5	<u>Quality of work:</u>	If the quality of ongoing work of a bidder is not up to mark, he shall be disqualified from the process of opening of price bid.
6	Character certificate	Issued by districts Magistrate/Competent Authority, valid till date.
7	Haisiyat certificate of Firm/Proprietor	Issued by districts Magistrate/Competent Authority, valid till date.
8	Valid contractor registration certificate	Duly attested copy of Valid contractor registration certificate Issued by any Govt./Semi Govt./P.S.U. Department of U.P. Govt. or Central Govt.
9	Self- affidavit form T-6	Duly attested by Notary uploaded with E-tender. On Stamp paper of Rs. 100/-

REQUIREMENTS FOR PRE-QUALIFICATION OF THE BID

1. Experience of execution of Similar Works:

- 1.1 For works more than 25 lakhs, only are on two bid systems for which two Bids shall be applicable, only E-Bid processing will be followed.
- 1.2 The Bidders must have appropriate experience in similar works for last five financial years in govt. /Semi Govt./PSU. The Bidder must have experience of successfully executed works as stated below.

S. No.	Categories	Work Experience	Work done
1	For Work more than Rs. 25 lakhs	At least five years in organized sector	Two jobs equal to bid value or one job of total 75% of bid value.

1.3 The Bidder shall furnish a proof showing that he has at least five continues (consecutive) years work experience.

- i) Organized sector means Government dept. /Semi Government Dept./Any Government Body Corporate.
- ii) The similar work means work of similar nature as Bid being asked for (Development/Construction). In case of Multistoried building work, similar works means the experience of construction of building of height 15 Mtr or more , (having provisions of Basement / Stilt Parking, Lift and Fire Safety work etc.), for road only road works, for drains, drains works but for building no drain work will be considered, for building works only similar building works will be considered, for sewer and water supply the same type of work, and for overhead tank only O.H.T experience will be considered, for bridges & culvert, bridges and culvert work will be considered.
- 1.4 If the work of road and drainage are to be carried out simultaneously, then the experience of such works done combined or separately shall be accepted.
- 1.5 For B.M/D.B.M/SDC works the Bidders will have to submit an affidavit on Rs. 10/- stamp paper stating that he will obtain hotmix plant and in proof of the same the acceptance of the hotmix plant owner to provide the mix, on later head of firm as well as attached copy of the paper owning the plant should be attached (As provided in Appendix- F & G.
- 1.6 For G.S.B/W.M.M. works the Bidders will have to submit an affidavit on Rs. 10/- stamp paper stating that he will obtain wetmix plant and in proof of the same the acceptance of the wetmix plant owner to provide the mix, on later head of firm as well as attached copy of the paper owning the plant should be attached (As provided in Appendix- H & I.
2. For electrical works additional conditions, instructions attached herewith shall be followed (Annexure-1).
- i) Evidence of satisfactory execution of works that have been executed by the Bidders during the last four years in organized sectors has to be produced.
- ii) The said certificated of experience from the Engineer-In-Charge other work not below the rank of the Executive Engineer or equivalent rank officers only shall be considered except in Govt. /Semi Govt. organizations.
3. Single Bid is liable to be rejected except the Government and Semi-Government departments.

4- **FINANCIAL CAPABILITY:**

4(a) The cumulative financial turn over and current liquid assets should be as under:

S.No.	Categories	Cumulative turnover during last five consecutive year	Liquid assets.
1.	Work more than 25.00 lakhs and upto 50.00 lakhs	1.5 Times of bid value (B.O.Q.)	10% of the work value.
2.	Work more than 50.00 lakhs and upto 200.00 lakhs	1.5 Times of bid value (B.O.Q.)	10% of the work value.
3.	Work more than 200.00 lacs and upto 300.00 lakhs	2.0 Times of bid value (B.O.Q.)	10% of the work value.

4(b) The Bidder should have a minimum tangible net worth of at least 25% of the work value. Net worth will mean value of Fixed Assets as per last audited Balance Sheet (after providing Depreciation) Plus Net working Capital (current Assets minus current liabilities).

4(c) Cumulative turnover will be considered for three consecutive years out of last four assessment years taken from (Income Tax Clearance Certificate). If ITCC is not issued then audited balance sheet will be considered.

4(d) Proof of liquid asset duly certified from banker shall be submitted (original or attested) in Appendix-B (enclosed).

5. **TECHNICAL SUPERVISORY STAFF:**

5.1 For electrical and mechanical work electrical/mechanical qualified engineers must be deputed respectively by the Bidder, for the civil work civil engineers must be deputed. In case of composite work both qualified engineers must be deputed by the Bidder as per direction of E/I.

5.2 The bidder must have the following staff.

S.No.	Categories	Technical Staff	Relaxation in work experience
1.	Works more than 10.00 Lacs and upto 100.00 Lacs	<ul style="list-style-type: none"> ◦ Diploma Engineer-1 (more than 3 years Experience) ◦ Graduate Engineer-1 Or ◦ Diploma Engineer-1 (with 10 years' Experience) 	If the company is owned by a) A Diploma engineer a relaxation of 1 year in experience will be given. b) A graduate engineer a relaxation of 2 years in experience will be given
2.	Work more than 100.00 lacs and upto 500.00 lacs	<ul style="list-style-type: none"> ◦ Diploma Engineer-2 (more than 5 years Experience) ◦ Graduate Engineer-1 (more than 3 years Experience) 	If the company is owned by a) A Diploma engineer a relaxation of 1 year in experience will be given. b) A graduate engineer a relaxation of 2 years in experience will be given
3.	Work more than 500.00 lacs	<ul style="list-style-type: none"> ◦ Diploma Engineer-3 (more than 5 years Experience) ◦ Graduate Engineer-2 (more than 3 years Experience) 	If the company is owned by a) A Diploma engineer a relaxation of 1 year in experience will be given. b) A graduate engineer a relaxation of 2 years in experience will be given

The declaration for the technical staff by the Bidder will be given in the form attached as Appendix 'C' (in the presence of Notary Public with details of the required staff) To ensure employment of technical personnel, the Bidder would require giving the proof of payment of their salaries/Wages.

7. In case of firms duly certified copy of partnership deed and registration certificate in case of Company or the deed for Article of Association and Power of Attorney for the person concerned to authorize to sign the tender agreement.

8. In case of any changes in cash assets, Technical staff, Tools & Plants or change in partners, or constitution of a company, address of communication or telephone/mobile no. etc. after submission of documents the same shall be intimated to the Executive Engineer/ Superintending Engineer, of the department, timely.
9. If it comes to the notice of the Bidder accepting authority at any point of time, during the tendering or execution stage of the work that the bidder has been blacklisted by any Govt. Organization, then all the payments due to him shall be forfeited and firm will be blacklisted.
10. The decision regarding pre-qualifying of Bidder will rest with the competent Authority of the department, whose decision shall be final and binding to all the Bidders.
11. **SITE OFFICE AND TESTING LAB**
 - 11.1 The Bidder shall arrange all testing equipment required for proper executions of work at his own cost.
 - 11.2 Site office will be constructed by the Bidder himself by his own cost.
 - 11.3 If the Random Testing is required in the departmental Lab or out site reputed organization's lab then the fees for such test is to be paid by the Bidder as per rate decided by the department Lab or other outside Lab.

12. THIRD PARTY SURVEILLANCE

The Third party surveillance will be mandatory on each work value having more than 1 Crore the agency of third party surveillance will be selected by the department and the expenditure over third party surveillance charge including material testing fee and site/ factory visits if required incurred over it will be borne by Bidder not by the department.

13. MACHINERIES, TOOLS AND PLANTS:

- 13.1 The Bidders must have sufficient machinery, tools & plants that are necessary for carrying out the work.
- 13.2 The minimum requirement of machinery tools & plants for the work are indicating () marks as below.

JCB/Excavator.....	()
1. Tipper.....	()
2. Theodolite	()
3. Leveling instrument with staff	()
4. Road Roller	()
5. Hot mix plant with electronic controls (Minimum 100-120 tph Capacity) (Owned or hired)	()
6. Paver Finisher with Electronic Sensor	()
7. Bitumen Boiler with Sprayer	()
8. Water Tanker	()
9. Vibrator (Surface Type)	()
10. Vibrator (Needle Type)	()
11. Tractor with Trolley	()
12. Dozer	()
13. Pumping Set	()
14. Motor Grader	()
15. Front end loader	()
16. Smooth wheeled roller	()
17. Vibratory roller 8 to 10 Ton	()
18. Tandem Roller.....	()
19. Concrete mixers with integral weight batching facility	()
20. Concrete batching and mixing plant (minimum capacity 15 m ³ /Hour (Owned or hired)	()

- | | |
|---|-----|
| 21. Wet mix plant minimum capacity 75 Ton per hour (Owned or hired) | () |
| 22. Electric Generator Set 125kVA and 250 KVA | () |
| 23. Mechanical Broom | () |
| 24. Air Compressor | () |
| 25. Bitumen Pressure distributor | () |
| 26. Road Surface making machine | () |
| 27. Other equipment | () |
| A Tractor with ripper attachment | () |
| B Mastic Cooker 1 Ton and bitumen boiler 1500 liters Capacity ... | () |
| C Concrete mixer with hopper for small work | () |
| D W.M.M. Plant | () |
- 13.3 In case of electrical work, sufficient electrical equipment's is required to execute the work properly as directed by E/I. (MACHINERIES, TOOLS AND PLANTS)
- 13.4 Proof of possession and use of required machinery, Tools & plants will be given by the Bidder by the way of declaration in the shape of an affidavit on As. 10/- non-judicial stamp paper duly verified by the notary public in Performa as per Appendix D
14. The Bidder shall establish site office & will arrange all possible testing equipment, required for proper executions of work on his own cost. If tests are required to be done by outside agency Bidder shall bear all cost in this regard.
15. In case of firms, duly certified copy of Partnership Deed and Registration Certificate in case of Company or the deed for Article of Association and Power of Attorney for the person concerned to authorize to sign the Bid and agreement.
16. In case of any change in Cash Assets, Technical Staff, Tools and Plants or Change in Partners or constitution of a company, address of communication or telephone nos. etc. after submission of documents the same shall be intimated to the Chief Engineer/ Superintending Engineer/ Executive Engineer, Meerut Development Authority, Civil Line, Meerut, timely.
17. If it comes to the notice of the bid accepting authority at any point of time, during the bidding or execution stage of the work, that the Bidder has been blacklisted by any Govt. Organization, then all the payments due to him shall be forfeited and firm will be blacklisted.
18. The decision regarding pre-qualifying the Bidders will rest with the Vice Chairman whose decision shall be final and binding to all Bidders.

FOR ELECTRICAL WORKS,

ADDITIONAL SPECIAL "CONDITIONS INSTRUCTIONS

AND IMPORTANT NOTES"

1. For electrical works, approved "A" category certificates 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 acc. By the Bidder while tendering and signing the contract agreement.
3. All work 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 work.
4. all the items fixtures to be used on the work shall be as per drawing and by the E/I. Necessary drawing may be made available U.P. P.W.D./ U.P.P.C.L., vikas parishad specification as maintained and sample shall to be got approved by the E/I. Necessary drawings may be made available E/I.
5. The Bidder must visit the site and office and understand the specification of material of the work.
6. The Bidder shall only store such material at site, which is to be used in the work. Material which are not to be used in the work or material of inferior quality shall not store at site without the written permission of E/I, MEDA is not bound to provide free storage or place to the Bidder. The Bidder shall have to make his own arrangement at his own cost.
7. The Bidder shall remove all the defects till the works is handed over to U.P.P. Corporation, Ltd and he will co-operate and help him handling over the work.
8. the work shall be opened for inspection by technical audit cell or any inspecting authority constituted by the MEDA and defect pointed out by them will have to be removed by the Bidder at his own cost within given years of finalization of the bound, in case the Bidder fails to rectify those defects, action for recovery of amount required for ratification of these defects shall however be taken by the authority.
9. the Bidder to whom is allotted may have to produce on the demand by the MEDA purchase vouchers, challan etc. from the principal manufacturer or authorized dealer for verification of correct supply of material. The Bidder will have to smite on demand the satisfactory. Test certificate of material used in the work which shall be issued from the principal manufacture or dealer.
10. The department is not responsible for arranging any material what so ever and the Bidder will have to complete the work within specified time with specified material, non-availability of material delay in arrival of the consignment shall not be entertained as an excuse for extension of time for completion of work.
11. The Bidder shall submit drawing of the electrification work execute by him in detail on the layout plan in four copies before summation of the final bill.
12. The Bidder shall take care that while constructing the lines and sub-station, the Indian Electricity Rules with latest amendments are following in general and especially in respect of clearances, sag and safety etc. the sagging shall be strictly as per ISS and to the entire satisfaction of the E/I.
13. Mode of measurement of Bidder and earth wire shall be by weight and will be calculated by measuring the distance from center to center of the pole and computing the weight of the Bidder of that size and length by using standard table adding three percent (3%) extra which shall be allowed for wastage, sag, jointing binding and jumping etc.

14. The portion of the building road, sewers, water lines etc. damaged during execution of the work shall be repaired properly to original finish by the Bidder at his own cost the entire satisfaction of the E/I.
15. The successful tenderer / Bidder will be fully responsible for any damage / accident. Caused by their labour any damage to third party or their property or MEDA property during execution of work.
16. In case of any dispute arising in execution of the agreement the matter will be referred to the concerning superintending Engineer /CE of the MEDA for design which will be final binding on the Bidder.
17. The Bidder will be responsible to obtain and submit necessary approval of the works executed by him from the concerned Electrical Inspector to U.P. Govt. and ask to get the work energized and handed over to the U.P. Corporation Ltd. Necessary fee or charges as required will be paid by the MEDA on production of original receipt.
18. The Bidder shall not without the consent in writing of the concerned Executive Engineer of MEDA sublet his contract than the raw materials.
19. The Bidder shall at all provide sufficient notice and caution board, lights and watchman etc. protect, warn the public and guard the work at his own cost. Any damage or theft of line / substation material shall be the liability of the Bidder who will replace, rectify all such items at his own cost till the works executed by him are handed over to U.P.P.C.L. irrespective of payment has been made or not.
20.
 - (a) 80% payment of the works executed may be paid to the Bidder as running payment.
 - (b) 10% payment may however be released to the Bidder after proper completion of the works to the satisfaction of the E/I.
 - (c) Balance 10% payment may be released to the Bidder after one month from the date of handing over works to U.P. Power Corporation Ltd.
21. The Bidder will also maintain first aid box etc. at the site of the work and also follow the relevant regulations of the labour laws.

Detailed Specifications of materials and Works for

External Electrification

1. General: These specifications cover the requirements for installation testing and commission in of over-head line for L.T., H.T. Lines.
2. Poles: Over head line shall be supported on poles normally L.T. Line shall be constructed on 8.5.Meeters long PC.C. Pole/8.5 to 9 Meters long & all steel tubular pole as per UPSEB specification and is code joist 1 00x116 mm or Rail support, considering the factor of safety as well as minimum ground clearance as per I.E.R. 1966 rule 76 & 77 respectively.

For earthing G.I. wire NO.8 SWG-shall be embedded with projecting length of 150 mm to 300mm from top and 150 mm at 1350 mm from bottom. The pole shall conform to IS-1678-1960, IS-143-1960 and IS450/1964 (least addition/revision).

Two numbers holes of 18 mm dia for 'F' or 'L' Brackets shall be provided at the top of the pole. The centre of first hole shall be at a distance of 100 mm from top of the pole. The centre distance of two holes shall be 100 mm.

A part from above necessary lifting hooks may also be provided.
3. Erection : Normally 1/6th of the length of pole (minimum) shall be buried in the ground. This length of the poles shall be coated with black bituminous paint (in case of steel poles). The tubular poles shall be coated both sides internally & externally. The remaining portion of the pole Normally 1/6th to the length of pole (minimum) shall be buried in the ground of Poles this length of the poles shall be painted with one coat of red oxide on its external surface. The pole shall be fixed over a stone pad of size 300x300x75mm size Grouting shall be done by cement concrete in the ratio of 1 : 4:8 (1 cement,4 fine sand & 8 B.B.) not less than 20 cm thick Layer around from the center of the pole. The foundation being continued up to 3 cm above ground level from tea base of the support an tapered suitably into a collar. The foundation above the ground level will be finished by cement & fine sand mortar in ratio of 1:4 (1 cement & 4fine sand). The excavated portion shall be filled back with earth and consolidated properly using the water. The cement concrete foundation shall be cured properly (painting of painting of pole & providing stone pad is not required for PC.C. poles).
4. Shackle Strap: It shall be galvanized steel of 130x32x3 mm/250x40x3 mm size with 18 mm dia holes for shackle insulator pins with G.I. nuts, bolts and washers.
5. L.T. Insulator: The conductor shall be supported on shackle type insulators. The insulators shall fixed directly on clamps. The minimum size of shackle insulator shall be 90 mm/115 mm dia and 75 mm/100mm high. The shackle insulator shall be complete with G.I. bolts washers etc. confirming to IS: 1445-1066.
6. Guard: The guard wire shall be of 6 SWG G.I. wire and shall required breaking strength and current carrying capacity of ensure rendering deal line without risk of the faceting of guarded wire. Suitable nos. of geared wire shall be 2 Mt. away from the pole & the girdle guarding shall be spaced across the span at an interval of 5 meter for cross lacing.
7. Transformer/s/ : Earthing shall generally be carried out in accordance with the requirement of Indian Electricity Rule 1956 as amended from time to time and the relevant regulation of electric supply authority concerned.
- S-Earthing : A-G1-plate of 600x900x6 mm size burried vertically for earthing with its top at least 6 mm below the ground level or upto the water level which end comes earlier with two nos 7/8 SWG G.I. earth wire connected with plate by means of G.I. nut bolt & washer from earth plate to the neutral of the transformer

The earth shall be covered by 150 mm thick alternate layer-of salt and charcoal around the, electrode including the cost of all material 1. & P etc. required for proper completion or work..
8. Stap Set (a) : Supply & erection of stay set at least 305 m away from the pole complete with G.I. 16 mm dia, and 18 meter long stay rod, 162x152x7 mm anchor plate, thimble, stay clamp, stay insulator 19mm double screw tightner 7/8SWG G.I. stay wire etc. The grouting of the stay rod shall be done in cement concrete of size 30x30 cm. continued upto 1 meter in the ratio of 1 :4:8: (cement, fine sand, brick blast) including fixing of stay clamp nut bolt & binding nozzling and tensioning of stay wire etc.
9. Danger Board : It should be made of 14 SWG M.S. plate size 200x150 mm for 400 volts and 250x200 mm for 11 KV including drilling holes of suitable size for fixing the plate with suitable clamps/ Nut-Bolts washer anti shall be fixed where ever specified at a height of 3 M from ground.
10. Stone Pad : The size of stone pad shall be size 300x300x75 mm.

11. Fly Stay : Fly stay shall consist of same size & section of pole for which fly stay is to be constricted and will be grouted in the same manner as the PCC/steel pole grouted and specified in the specification of pole including stay set (As specified with fixing of M.S. flat clamp 50x6 mm. fly stay wire shall be size 7/8 SWG G.I. wire including two nos. Turn Bulcle, complete in all respect.
12. Double pole : The poles be a distance of 1800 mm centre/to centre and the straight M.S. Channel shall be 100x50 mm 7.9 kg./mm 4M long for cross arm, also for guarding M.S. channel size not less than 75x40 mm (5.1/8) 3.34 meter long with angle iron 50x50x6M (4.5kg/M) iron shall be made of 50x6 mm M.S. flat with Nut-Bolts washers etc. structure consists 3 Nos. 11 KV disc and fitting on cross arm. and two nos bolts 1xOx12 mm. size on guarding channel is to be provided. All the structure & fitting should be painted as per direction of E/Incharge.
13. Earthing of Poles : Earthing shall generally be carried out in accordance with the requirement of I.E.Rules 1956 as amended from time to time and the relevant regulation of the Electricity supply authority. The U.P.P.C.L. taking the following method of pole earthing. A 20 mm. dia 2.5 meter long G.I. rod burried in ground duty jointed with 7/6 G.I. wire, shall be connected with strip and will go up to the earth wire of ever head line contiguously.
14. Sturd Stay : A sturd shall generally consist of a pole of the same section which it supports or slightly lighter. It shall be chamfered at the top so as to rest on the pole squarely and shall be secured through bolt nut, chuck nut and washer or with the help or 2 Nos, 50x6 mm. M.S. clamps, it shall be burried in the ground to a deptit not less than 1/6th of length of the support in the same manner as the pole. At the G.I. the stud shall be at a distance not less than 1.8 meter from the pole.
15. Cross Arms for H.T. lines: The straight cross arms shall be made M.S. channel of size not less than 100x50mm The length of C.A. shall be not Jess than 1159 mm. The 'V' shape C.A. shall be made of M.S. channel of size not less than 75x40 mm (6.8 Kg./M) and shall accommodate two insulators with. spacing of 1220 mm between the conductors. The cross arm for fixing insulator shall be not less 150 mm in which The height of both ends shall be 350 mm. The guarding channel shall be of 75x40 mm. (5/7 kg./M) size and 2240 mm in length for carrying the wire so that it runs not less than 480 mm beyound the outer most bare conductor. The size of nut-bolt used for fixing the cross arms and guarding channel etc. shall be not less than 5/8 size The arms shall be painted with red oxide primer before erection and finally painted with two coats of red post office/red signal paints.
16. Pole clamps: It shall be made of M.S. flat of size not less than 50x6 mm. clamp shall be completed with nuts, bolts, washer and insulator bolt etc. The clamps shall be painted with red oxide Primer before erection and finally painted with two coats of Alu. Paints.
17. 11KV Disc.: It shall be as per standered design of U.P.P.C.L. AND 4500 kg. to 7000 kg. mechanical strength.
18. Conductor: Aluminum conductor steel reinfored (A.C.S.R.) Dog Raccoon, Rabbit, Weqsel, Squirrel shall be used. The binding of conductor shall be done with 12 SWG soft aluminium conductors.
19. Gourdings: The guard wire shall be G.I. wire NO.6 SWG or 7/16 G.I. wire and shall have required breaking strength and current carrying capacity to ensure rendering ded the line with out the risk of fusing of guard wire it shall be conducted with earth at each point at which its electrical continuity is broken. Suitable nos. of guard shall be provided.

Meerut DEVELOPMENT AUTHORITY

CIVIL LINE, Meerut

Declaration for Refund of Deposited Earnest Money (In case of being unsuccessful)
(FILL IN CAPITAL LETTER ONLY)

Tender Notice/Job No. Work Name.....

1. Bidder Name _____

2. Bidder Address _____

3. Bank Name _____
4. Bank Branch _____

5. A/C Number _____
6. IFSC Code _____
7. PAN No. _____
8. Tin/TAN No. _____
9. GSTIN. _____
10. Phone No. _____
11. Mobile No. _____
12. Email-Id _____

For Office Use Only

13 Party Unique Id

The above provided information is true to the best of my knowledge.

Date _____

Signature


Stamp/Seal

APPENDIX 'A'

The following works awarded to M/shave been executed satisfactory.

S. No	Name of work	Contract No.	Total Value of work done Rs. In lacs	Date of Start	Stipulated date of completion	Actual Date Completion	Whether any compensation levied for delay
1.							
2.							
3.							
4.							
5.							

- The performance of the firm has been found to be good and they are considered to be capable for executing the works of magnitude up to Rs.Lacs.
- The financial position of the firm appears to be sound and they are capable of executing works in accordance with the specifications and with specified time schedule.
- The dealing and conduct of the form have been observed to be cordial/ reasonable and they are not litigious.


Dated SIGNATURE OF
Officer-In-Charge of the work
Name of Officer
Official Seal

Telephone No. (Off)

(Resi.)

Fax No. (Off.)

(Resi)

NOTE:-If any Bidder submits the experience certificate of ongoing work, the amount of work done against the agreement is to be mentioned clearly in the certificate.

APPENDIX 'B'

(Liquid Assets Certificate)

This is to certify that dealings & conduct of M/s.....Who have been dealing with us for lastyears are satisfactory. On the basis of information available with us. We assess his/their Liquid Assets not less than Rs.....Lacs.

SIGNATURE OF MANAGER OF THE BANK

Seal of the Bank

Date

APPENDIX 'C'

(Technical staff)

(on Stamp paper of Rs. 10/-)

I/Wes/opartners / Authorized person M/s
.....applicant of.....

hereby declare that following person(s) 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 throughout, 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, of the department shall deduct @ Rs.10000 (ten thousand) for degree engineer and Rs. 6000 (six thousand) for diploma engineer as the case may be, per month from our bills, which will not be refundable.

I/we further understand that in the decision of Engineer-in-charge of work regard 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 'D'

(Machinery)

(on Stamp paper of Rs. 10/-)

I/Wes/opartners / Authorized person M/s
.....Applicants of the.....
work in the department hereby certify that I/we possess the following machinery, tools and plants, centering
and shuttering, all in good working conditions.

Particular of machinery tools, plants centering and Shuttering	No.	Estimated cost (Rs.)	Approximate age in year and months

I/we undertake that above machineries and centering & shuttering material will remain in good working
condition and in useable form throughout the period of work.

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

SEAL
(NOTARY PUBLIC)

APPLICANT

On stamp page (minimum denomination Rs. 10.00)

APPENDIX 'F'

हॉटमिक्स प्लान्ट हेतु शपथ पत्र

(रु0 10.00 के स्टाम्प पर नोटरी से प्रमाणित)

मैं पुत्र श्री निवासी (स्थायी पता)
..... का निवासी हूँ तथा मै0 में
प्रोपराईटर/पार्टनर हूँ।

मैं शपथ पूर्वक निम्न घोषणा करता हूँ :-

1. मेरे द्वारा मेरठ विकास प्राधिकरण के
..... कार्य हेतु निविदा में प्रतिभाग किया जा रहा है।
2. मेरे द्वारा उक्त कार्य हेतु मै0 से स्थल पर स्थित
हॉटमिक्स प्लान्ट से हॉटमिक्स की आपूर्ति ली जायेगी।
3. उक्त हॉटमिक्स की आपूर्ति लिये जाने के सम्बन्ध में मै0 (हॉटमिक्स
प्लान्ट स्वामी) का सहमति पत्र एवं हॉटमिक्स प्लान्ट धारित करने से सम्बन्धित प्रपत्रों की प्रमाणित प्रतियां
संलग्न कर रहा हूँ।

सत्यापन:- मैं शपथ पूर्वक कहता हूँ कि उपरोक्त शपथ पत्र की धारा 1 से 3 तक अंकित तथ्य मेरे निजी ज्ञान व
विश्वास में सही एवं सत्य है। कोई भी तथ्य छिपाया नहीं गया है।

शपथकर्ता

APPENDIX 'G'

हॉटमिक्स प्लान्ट स्वामी का सहमति पत्र

(फर्म के लेटर हैड पर)

मैं पुत्र श्री निवासी
..... का हूँ तथा मेरा हॉटमिक्स प्लान्ट
..... स्थित है। मैं मै0/ को उनके
..... कार्य के लिए हॉटमिक्स देने पर सहमत हूँ।

दिनांक :

हॉटमिक्स प्लान्ट धारक के हस्ताक्षर

स्थान :

(मुहर सहित)

APPENDIX 'H'

वैटमिक्स प्लान्ट हेतु शपथ पत्र

(रु0 10.00 के स्टाम्प पर नोटरी से प्रमाणित)

मैं पुत्र श्री निवासी (स्थायी पता)
..... का निवासी हूँ तथा मै0 में
प्रोपराईटर/पार्टनर हूँ।

मैं शपथ पूर्वक निम्न घोषणा करता हूँ :-

1. मेरे द्वारा मेरठ विकास प्राधिकरण के
..... कार्य हेतु निविदा में प्रतिभाग किया जा रहा है।
2. मेरे द्वारा उक्त कार्य हेतु मै0 से स्थल पर स्थित
वैटमिक्स प्लान्ट से वैटमिक्स की आपूर्ति ली जायेगी।
3. उक्त वैटमिक्स की आपूर्ति लिये जाने के सम्बन्ध में मै0 (वैटमिक्स
प्लान्ट स्वामी) का सहमति पत्र एवं वैटमिक्स प्लान्ट धारित करने से सम्बन्धित प्रपत्रों की प्रमाणित प्रतियां
संलग्न कर रहा हूँ।

सत्यापन:- मैं शपथ पूर्वक कहता हूँ कि उपरोक्त शपथ पत्र की धारा 1 से 3 तक अंकित तथ्य मेरे निजी ज्ञान व
विश्वास में सही एवं सत्य है। कोई भी तथ्य छिपाया नहीं गया है।

शपथकर्ता

APPENDIX 'I'

वैटमिक्स प्लान्ट स्वामी का सहमति पत्र

(फॉर्म के लेटर हेड पर)

मैं पुत्र श्री निवासी
..... का हूँ तथा मेरा वैटमिक्स प्लान्ट
..... स्थित है। मैं भौ/ को उनके
..... कार्य के लिए वैटमिक्स देने पर सहमत हूँ।

दिनांक :

वैटमिक्स प्लान्ट धारक के हस्ताक्षर

स्थान :

(मुहर सहित)

T-6

शपथ-पत्र

(रु0 100/- के स्टाम्प पेपर पर)

मैं पुत्र श्री..... निवासी (स्थायी पता)..... (अस्थायी पता)..... का निवासी हूँ। मैं शपथपूर्वक निम्न घोषणा करता हूँ।

राजपत्रित अधिकारी द्वारा प्रमाणित पासपोर्ट साइज का नवीनतम फोटोग्राफ चस्पा किया जाये

- मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं मेरठ विकास प्राधिकरण के कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
 - मेरठ विकास प्राधिकरण द्वारा जो (कार्य का विवरण लिखा जाये) कराने की निविदा निर्गत की गई है, उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
 - मेरे द्वारा दिये जा रहे प्रमाण-पत्र: चरित्र प्रमाण-पत्र/हैसियत प्रमाण पत्र/आयकर प्रमाण-पत्र/जी0एस0टी0 प्रमाण-पत्र/लिविड एसेट्स प्रमाण-पत्र/नेटवर्थ प्रमाण-पत्र/जमानत धनराशि/ठेकेदारी पंजीकरण प्रमाण पत्र आदि प्रमाण-पत्र तथा अन्य सुसंगत अभिलेख आदि निविदा पत्र के साथ अपलोड कर दिये गये हैं।
 - मेरा पैन नं0..... है। (आयकर विभाग द्वारा प्रदत्त प्रमाण-पत्र संलग्न किया जाये)
 - मेरे विरुद्ध आपराधिक मुकदमों का विवरण निम्न प्रकार है। यहां पूरा विवरण दिया जाये।
 - मुकदमा नम्बर
 - धारायें
 - थाना
 - जनपद
 - न्यायालय (जहां मुकदमा चल रहा है)
 - मैं मेरठ विकास प्राधिकरण अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार/फर्म की श्रेणी में नहीं आता हूँ। मैं आपराधिक गतिविधियों, माफिया तथा गैंगस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असांजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
 - मेरे विरुद्ध जनपद में तथा प्रदेश में कोई मुकदमा दर्ज नहीं है।
 - यदि ठेका प्राप्त करने के पश्चात् मेरे विरुद्ध माफिया गतिविधियों/असांजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दें। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई आपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध आपराधिक मुकदमा नियमों के अन्तर्गत दर्ज करायें।
 - मैं अनुबन्ध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।
 - मेरा कार्य एवं आचरण उत्तम है।
 - मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थायी पता और अस्थायी पता निम्न प्रकार है:-
 - (अ) स्थायी पता (दूरभाष सहित)
 - (ब) अस्थायी पता (दूरभाष सहित)
- (यहां पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाये)
- मैं शपथपूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल मेरठ विकास प्राधिकरण और जिला मजिस्ट्रेट/कलेक्टर को दूंगा।
 - मैं अपनी पूर्ण जानकारी में पूरे होशो-हवास में स्वरथचित्त से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक :

शपथी का पूरा हस्ताक्षर
पूरा नाम
पता

- नोट:-
- यह स्वघोषणा शपथ-पत्र रु0 100/- (रु0 एक सौ) के स्टाम्प पेपर पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुए दिया जायेगा।
 - असत्य शपथ-पत्र देना एक संगीन और संज्ञेय अपराध है।
 - संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना फोटोग्राफ, जो राजपत्रित अधिकारी/नोटरी द्वारा प्रमाणित हो, शपथ-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

APPENDIX 'E'



Meerut DEVELOPMENT AUTHORITY

Bid Document Price/ Processing Fee & Earnest Money Deposit (EMD) Details

Tender Notice

No:.....

S. NO.	NAME OF WORK	DEPARTMENT / ZONE	BANK ACCOUNT DETAILS FOR RTGS
			<p>Beneficiary Name : "VC MEDA eTendering"</p> <p>Account Number: 50353225840</p> <p>Bank: Indian Bank</p> <p>IFSC Code: : IDIB000M 679</p> <p>Branch: MEDA Campus, Meerut.</p>

NAME OF FIRM	UTR NUMBER	Bid Document Price/ Processing fee& EMD Amount			BANK & BRANCH NAME	TRANSFER DATE (DD-MM-YYYY)
		Bid Document Price/ Processing fee (In Rs.)	EMD Amount (In Rs.)	TOTAL AMOUNT (In Rs.)		
		(A)	(B)	(A+B)		

Signature

Name & Seal of firm



MEERUT DEVELOPMENT AUTHORITY

BILL OF QUANTITY (BOQ)

Name of Work:

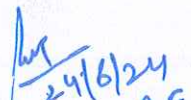
Sl. No.	Item Description	Qty	Units	Rate	Amount	Amount (In Words)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Total						
(Total amount in Words)						


MEERUT DEVELOPMENT AUTHORITY, MEERUT
ESTIMATE

कार्य का नाम—कंकरखेडा स्थित शिव चौक तिराहे पर लगे 33 के0वी0 लाईन के डबल पोल/पोल को शिफ्ट किये जाने के सम्बन्ध में।

S.N	ITEM	QTY	UNIT	RATE	AMOUNT
1	Supply and fixing of 11 mtr long steel Tublar SP-55 (GI Bottom) Pole. complete in all respect as per direction of the Engineer-Incharge. (PSR)	3	Nos	23251.00	69,753.00
2	Supply and Fixing of MS Channel 100 x 50 mm, 2.24 mt long. (PSR)	2	Nos	1289.00	2,578.00
3	Supply and Fixing of MS Channel 100 x 50 mm, 1.3 mt long. (PSR) (V & W Pocket G.N.G.R)	2	Nos	479.00	958.00
4	Supply and Fixing of MS Angle 65 x 65 mm, 2.24 mt long. (PSR)	2	Nos	986.00	1,972.00
5	33 KV Composite Polymer Pin Insulator. (UPPCL Rate)	15	Nos	676.00	10,140.00
6	33 KV Polymer Disc Insulator. (UPPCL Rate)	15	Nos	496.00	7,440.00
7	Supply & erection of overhead line with ACSR (dog) conductor on poles/service bracket including binding etc. complete in all respects. SI No-627/2018	120	Per Kg.	263.00	31,560.00
8	Supply & erection of hexagonal/cradle type gaused of G.I. wire no. 8 to 4 SWG including binding etc. complete in all respect. SI No-629/2018	90	each	66.00	5,940.00
9	Supply & erection of overhead line with G.I. wire no. 8 to 4 SWG on poles/service bracket including binding etc. complete in all respect. SI No-628/2018	50	Per Kg.	66.00	3,300.00
10	Supply and Fixing of 50 x 6 mm MS Flate D Clamp. complete in all respect as per direction of the Engineer-Incharge. SI No. 623/2018	40	Nos	223.00	8,920.00
11	Supply & erection of stay set at least 3.5 Metres away from the pole complete with galvanised 19 mm dia x1.80 Metre long stay rod, 30 cm x 30 cm x 6.3 mm anchor plate, thimble stay clamps, stay insulator, 19 mm x 600 double screw tightener, 7/4.00 mm G.I stay wire etc. in 1:3:6 cement concrete complete in all respect. SI No-630/2018	5	Nos	3210.00	16,050.00
12	Making suitable earth of S.T.Pole with 2.5 mt long 20 mm dia G. rod, 4 S.W.G.G.i wire include the cost of all material, labour, T&P etc complete in all respect. (PSR)	3	Nos	405.00	1,215.00
Total				Rs	159826.00


(अनवर अभिनव)
अवर अभियन्ता


24/6/24
AE
सहायक अभियन्ता
मेरठ विकास प्राधिकरण, मेरठ।


24/06/24
अधि० अभि० (वि०/यॉ०)
मेरठ विकास प्राधिकरण, मेरठ

