

**E-TENDER FORM**



**NEW OKHLA INDUSTRIAL  
DEVELOPMENT AUTHORITY**

**Name of Works:** Cleaning & Sweeping of all roads & drains Including disposal of Solid Waste  
of various Sectors/Villages of WC-3 Area Part-C Noida.

**OFFICER INVITING TENDER**

**GREEN NOIDA**

**CLEAN NOIDA**

**SAFE NOIDA**



**New Okhla Industrial Development Authority**  
**PUBLIC HEALTH, SECTOR-94, NOIDA**

**E-Tender Document**

*for*

**Name of Work:** **Cleaning & Sweeping of all roads & drains Including disposal of Solid Waste of various Sectors/Villages of WC-3 Area Part-C Noida.**

**JOB No: 18/GM/SM/(WC-3)/ 2026-27**

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**Officer Inviting Tender**

## INSTRUCTIONS TO BIDDERS/TENDERERS (ITB)

### (A) THE TENDER DOCUMENT

#### 1 Cost of Bid Document/ e-Tender Processing Fee

a) The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Electronics Corporation Ltd, Lucknow/ Noida Authority hereinafter referred to as “the Department”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

b) This tender document is available on the web site <http://etender.up.nic.in> on Noida Authority website at E-link and Corporation’s website [www.uplclko.in](http://www.uplclko.in) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of **Rs. 8260/- Including GST (Rupees Eight Thousand Two Hundred Sixty Only).** online On the **Website: <https://induscollect.indusind.com/pay/index.php>** for paying processing Fee & EMD online. This cost of bid document/ e-Tender processing fee of **Rs. 8260/- (Including GST)** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

#### 2 Contents of e-Bid Document

2.1 The scope of work, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

- (a) Invitation for e-Bid
- (b) Section I : Instruction to tenderers;
- (c) Section II : Conditions of Contract;
- (d) Section III : Technical e-Bid;
- (e) Section IV : Financial e-Bid;

2.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the tenderer’s risk and may result in rejection of the said e-Bid.

#### 3 Amendment of e-Bid Document

3.1 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 tenderer, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in) , Noida Authority web site at E-link and Corporation’s website [www.uplclko.in](http://www.uplclko.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.

3.2 It shall be the sole responsibility of the prospective tenderers to check the web site <http://etender.up.nic.in> or Corporation’s website [www.uplclko.in](http://www.uplclko.in) from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Department shall not be responsible for it.

3.3 In order to allow prospective e-Tenderers 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 <http://etender.up.nic.in> and Corporation's website [www.uplclko.in](http://www.uplclko.in)

#### **4 Language of e-Bid**

4.1 The e-Bid prepared by the tenderer, as well as all correspondence and documents relating to the e-Bid exchanged by the tenderer 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**

5.1 The e-Bid prepared by the tenderer shall comprise the following components:

(a) **Technical e-Bid** - Technical e-Bid will comprise of :

- (i) **Fee Details** – It will consist of the cost of bid document/ e-Tender processing fee document and prescribed earnest money in prescribed form.
- (ii) **Qualification Details** – includes copies of required documents in PDF format justifying that the tenderer is qualified to perform the contract if his/her bid is accepted and that the tenderer has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract.

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

- (i) **Price Schedule/BOQ** – includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

#### **6 e-Bid Form**

6.1 The tenderer 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 in Indian Rupees only.

#### **8 Documents Establishing tenderer's Qualification**

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

#### **9 e-Bid Security/Earnest Money Deposit (EMD)**

9.1 The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD of **25,65,000/- (Rupees Twenty Five Lakh Sixty Five Thousand Only) online On the [Website:](#)**

<https://induscollect.indusind.com/pav/index.php> for paying processing Fee & EMD online. Tender without Earnest Money in the prescribed form, will not be accepted

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

## **10 Period of Validity of e-Bid**

- 10.1 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.
- 10.2 In exceptional circumstances, the Department may solicit the tenderer's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A tenderer may refuse the request without forfeiting its e-Bid security. A tenderer granting the request will not be required nor permitted to modify its e-Bid.

## **11 Format and Signing of e-Bid**

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

## **12 Submission of e-Bid**

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the tenderers to submit the e-Bid online in response to this e-tender 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-tender. Tenderers should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The tenderers 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-tender schedule. Once the e-Bid submission date

and time is over, the tenderers cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the tenderers shall only be held responsible.

The tenderers have to follow the following instructions for submission of their e-Bid:

- 12.1 For participating in e-Bid through the e-tendering system, it is necessary for the tenderers to be the registered users of the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in). The tenderers must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- 12.2 In addition to the normal registration, the tenderer has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering 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 one time activity. Before proceeding to register his/her DSC, the tenderer should first log on to the e-tendering 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 [http://etender. up.nic.in](http://etender.up.nic.in) the tenderer must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http:// etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The tenderer 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 tenderer 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.
- 12.3 The tenderer can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the tenderer intends to e-Bid, from "My Tenders" folder, the tenderer can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the tenderer should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The tenderer should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 12.4 After clicking the 'Pay Offline' option, the tenderer will be redirected to the Terms and Conditions page. The tenderer should read the Terms & Conditions before proceeding to fill in the cost of bid document/ e-Tender processing fee and EMD payment details. After entering and saving the cost of bid document/ e-Tender processing fee and EMD details, the tenderer 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 tender details. The details available in the scanned copy of tender form cost and of EMD shall be verified by the department and in case of any discrepancy the e-bid shall be rejected.
- 12.5 Next the tenderer should upload the Technical e-Bid documents for Fee details (Cost of bid document/ e-Tender processing fee and EMD), Qualification details. Before uploading, the tenderer has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the tenderer 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 tenderer'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.

- 12.6 The tenderer 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 tenderer 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.
- 12.7 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 tenderer can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 12.8 Department reserves the right to cancel any or all e-Bids without assigning any reason.

### **13 Deadline for Submission of e-Bid**

- 13.1 e-Bid (Technical and Financial) must be submitted by the tenderers at e-Procurement website <http://etender.up.nic.in> not later than the time 5.00 PM on the prescribed date (as the server time displayed in the e-Procurement website).
- 13.2 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 tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

### **13 Late e-Bid**

- 14.1 The server time indicated in the Bid Management window on the e-Procurement website <http://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-tender. Once the e-Bid submission date and time is over, the tenderer cannot submit his/her e-Bid. Tenderer has to start the Bid Submission well in advance so that the submission process passes off smoothly. The tenderer will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

### **14 Withdrawal and Resubmission of e-Bid**

- 15.1 At any point of time, a tenderer can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the tenderer should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the tenderer 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 tenderer also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The tenderer has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- 15.2 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 may result in the tenderer's forfeiture of his/her e-Bid security.

- 15.3 The tenderer 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 tenderer 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 tenderer should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer 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.
- 15.4 The tenderers 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.
- 15.5 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

#### (C) e-Bid OPENING AND EVALUATION OF e-Bid

##### **16(A) Opening of Technical e-Bid by the Department**

- 16.A.1 The Department will open all technical e-Bids, in the presence of tenderers' representatives who choose to attend at 11.00 AM on the prescribed date of opening at Tender Cell office Sector-6, Noida. The tenderer's representatives who are present shall sign a register 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.
- 16.A.2 The tenderer's names and the presence or absence of requisite 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 tenderers not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
- 16.A.3 The Department will prepare minutes of the e-Bid opening.

##### **16(B) Opening of Financial e-Bid**

- 16B.1 After evaluation of technical e-Bid, through the evaluation committee the Department shall notify those tenderers whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Department will simultaneously notify the tenderers, whose technical e-Bids were considered acceptable to the Department. The notification may be sent by e-mail provided by bidder.
- 16B.2 The financial e-Bids of technically qualified tenderers shall be opened in the presence of tenderers who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Tenderers subsequently after completion of technical bids evaluation through e-mail provided by the bidder. The name of tenderers, percentage Price quoted for various items etc will be announced at the meeting.
- 16.B.3 The Department will prepare the minutes of the e-Bid opening.

#### **17 Clarification of e-Bid**

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



## **18 Evaluation of technical e-Bid and Evaluation Criteria**

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-Tender processing fee, e-Bid security 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.

18.1 The tenderer should submit a notarized affidavit that the tenderer's firm has not been black listed from any State/Central Government Departments/Organisations. The e-Bids of the black-listed tenderers or those not submitting the required affidavit shall be rejected.

18.2 All e-Bids submitted shall also include the following:

- (i) Filled in form Capability Statement.
- (ii) Certified Copies of relevant pages of following documents:
  - a. Memorandum and Article of Association showing objectives of the Company/firm and authority to sign the e-Bid/contract or delegate the power to others for signing the e-Bid/contract.
  - b. Place of registration.
  - c. The power-of-attorney authorizing the tenderer to sign the e-Bid/ contract.
  - d. PAN certificate of the company/firm.
  - e. Trade tax/GST registration certificate of the company/firm.

The e-Bids of the tenderers not submitting certified copies mentioned above documents shall be rejected.

18.3 It shall be the discretion of the Department to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

18.4 The tenderers are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the tenderers having financial bid document in the technical bid will outrightly be rejected.

## **19. Contacting the Department**

19.1 No tenderer 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. If the tenderer wishes to bring additional information to the notice of the Department, he/she can do so in writing.

19.2 Any effort by a tenderer to influence the Department in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the tenderer's e-Bid.

19.3 In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/blacklisting from Noida works and the legal proceeding can also be initiated.

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

### **20. Award Criteria**

- 20.1 The Department will award the contract to the lowest evaluated successful Tenderer whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

### **21. Department's right to accept any e-Bid and to reject any or all e-Bids**

- 21.1 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 tenderer or tenderers.

### **22. Notification of Award**

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

### **23. Signing of Contract**

- 23.1 At the same time as the Department notifies the successful tenderer that its e-Bid has been accepted, the successful tenderer shall have to sign the contract agreement.

## **For The Visiting Contractor's Of This Tender Document**

1. The Contractors/Firm/Bidders who are interested to participate in Tender are requested to get them registered and get their signature digitalized with UP Electronics Corporation, 10, Ashok Marg, Lucknow by depositing prescribed fee. However they shall be required to get their application forwarded from Chief Project Engineer, Noida whose office is situated at Main Administrative Block, Sector-6, Noida. The Agencies/Contractors registered shall be allowed to participate only in e-tenders floated after their registration.
2. The other important information are being mentioned below at a glance for the ease of e-tenderers :-
  - 1) Date of Inviting tender
  - 2) Date of opening tender
  - 3) cost of bid document/ e-Tender processing fee : **Rs. 8260/- (Including GST)**
  - 4) Earnest money **Rs. 25,65,000/-**
  - 5) Validity period **90 Days**
  - 6) Time of completion of work **24 Months (2 Year)**
  - 7) The Tender is percentage rate tender.

3. Please refer attached user manual (Page-12 to 16) for paying “Processing Fee” & “EMD Online” on the web site <https://induscollect.indusind.com/pay/index.php>).

### **Manual for paying processing Fee & EMD Payment Online**

- Bidder needs to go to <https://www.ebs.in/nda/>
- Fill the details in the form and select the payment type Tender Fee/ EMD with other details
- Post validating, Bidder needs to click on “proceed” Button
- Bidder will get the options to pay through Credit card/ Debit Card/ Net Banking & NEFT/RTGS Challan Mode.
- For NEFT/ RTGS challan mode- after generating the challan, bidder needs to initiate NEFT/RTGS through their bank as per the beneficiary details provided in the challan
- Bidder can check the status of the payment. Screenshot For Payment gateway For NEFT/ RTGS Challan Sample NEFT/RTGS Challan
- Bidder can check the status of the payment.

### **Screenshot**

### **Instructions for bidder to do payment:**

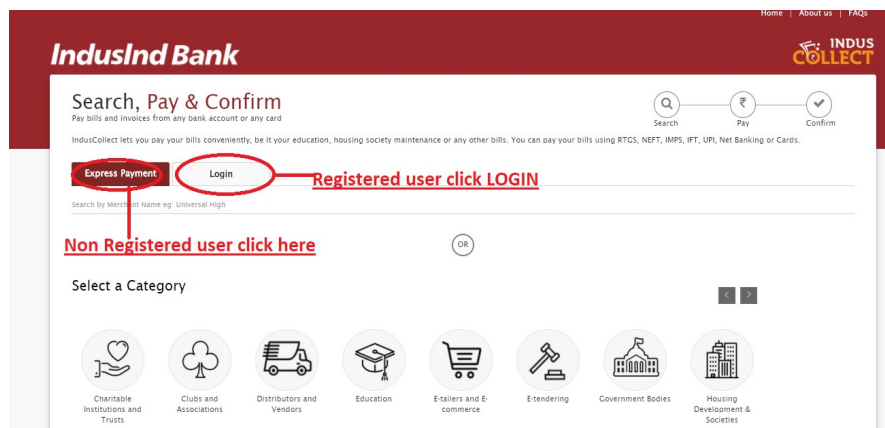
1. Visit IndusCollect website: <https://induscollect.indusind.com/pay/index.php>

2. If you are a registered user of IndusCollect, then login click on LOGIN tab. If you are not registered user of IndusCollect then click on Express Payment tab.

### Instructions for bidder to do payment:

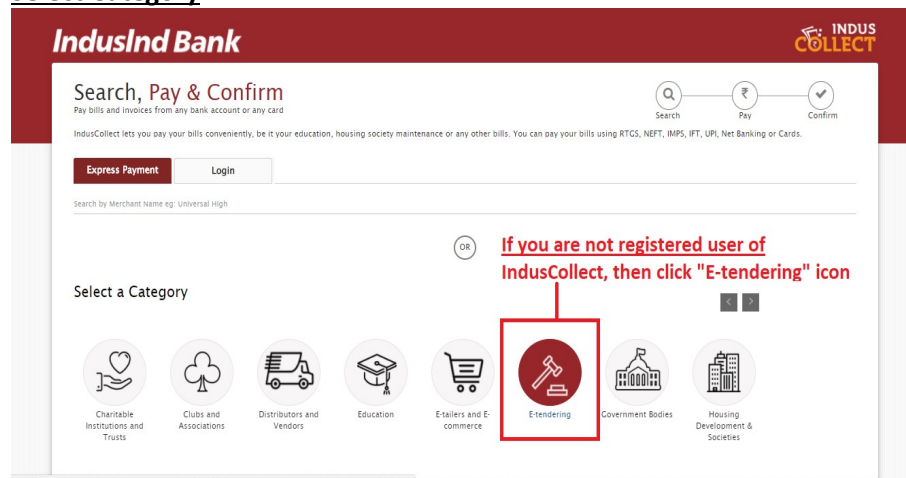
Visit IndusCollect website: <https://induscollect.indusind.com/pay/index.php>

If you are a registered user of IndusCollect, then login click on LOGIN tab. If you are not registered user of IndusCollect then click on Express Payment tab.



### 3. Flow for Non Registered users of IndusCollect:

#### a. Select Category



**b. Select NOIDA AUTHORITY:**

The screenshot shows the IndusInd Bank E-Tendering interface. At the top, there's a navigation bar with 'Home', 'About us', and 'FAQs'. Below it, the 'IndusInd Bank' logo is on the left, and the 'INDUS COLLECT' logo is on the right. A progress bar at the top right shows 'Search' (active), 'Pay', and 'Confirm'. A 'Back' link is also present. The main content area is titled 'E-Tendering' and features a 'DEPARTMENT OF E-TENDERING' logo and a 'NOIDA AUTHORITY' logo. The 'NOIDA AUTHORITY' logo includes the text 'NOIDA & Greater Noida Authority' and 'The Noida Sector Development Authority'.

**c. Select type of payment:**

The screenshot shows the IndusInd Bank E-Tendering interface, specifically the 'NOIDA AUTHORITY' section. The progress bar at the top right shows 'Search', 'Pay' (active), and 'Confirm'. A 'Back' link is also present. The main content area is titled 'NOIDA AUTHORITY' and features a 'NOIDA & Greater Noida Authority' logo. Below the logo, there's a section titled 'I want to make payment for:' with a dropdown menu. The dropdown menu is open, showing options: 'Please select', 'EMD', and 'Tender Fees'.

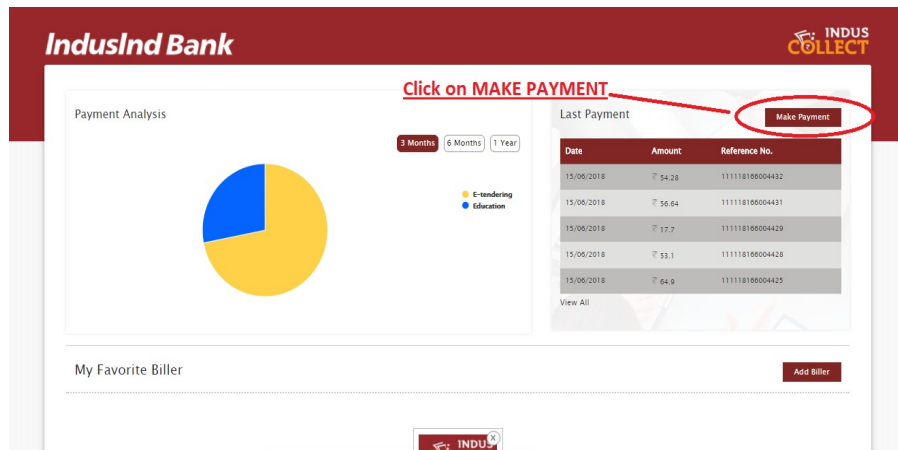
**d. Enter Data & Click Submit:**

The screenshot shows the IndusInd Bank E-Tendering interface, specifically the 'NOIDA AUTHORITY' section. The progress bar at the top right shows 'Search', 'Pay', and 'Confirm' (active). A 'Back' link is also present. The main content area is titled 'NOIDA AUTHORITY' and features a 'NOIDA & Greater Noida Authority' logo. Below the logo, there's a section titled 'I want to make payment for:' with a dropdown menu set to 'EMD'. Below this, there are several input fields: 'Financial year' (FY 17-18), 'Department' (WCI), 'Job ID' (Please add value), 'Tender type' (No Tender), 'Name' (Mr. Parney), 'Bid Submission Last Date' (30/06/2018), 'Mobile No' (7043370453), 'Email' (parney@gmail.com), 'Amount' (100), and 'Verify Code' (refeva). At the bottom right, there's a 'hefeva' logo and a 'Generate New Code' link. At the bottom center, there are 'Submit' and 'Cancel' buttons.

**e. Select the payment mode:**



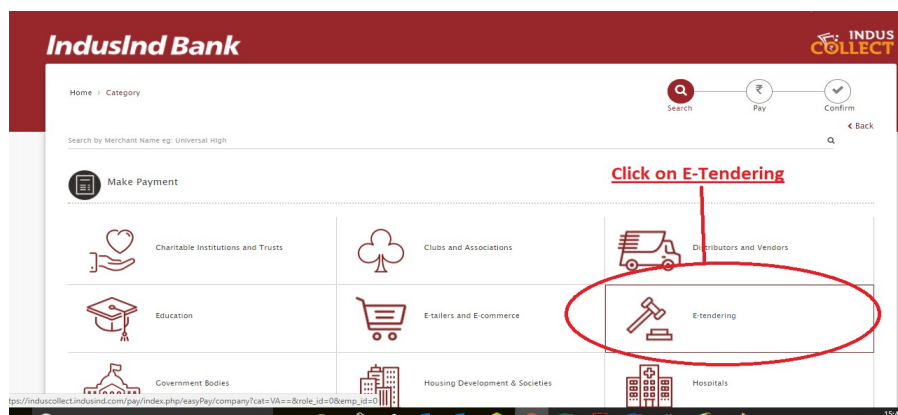
**b. Click on MAKE PAYMENT**



The screenshot shows the IndusInd Bank IndusCollect interface. At the top, there's a red header with the bank logo and 'INDUS COLLECT'. Below the header, the 'Payment Analysis' section features a pie chart with a blue segment for 'E-tendering' and a yellow segment for 'Education'. To the right, the 'Last Payment' section contains a table with columns for Date, Amount, and Reference No. A red circle highlights the 'Make Payment' button in the top right corner. A red arrow points from the text 'Click on MAKE PAYMENT' to this button.

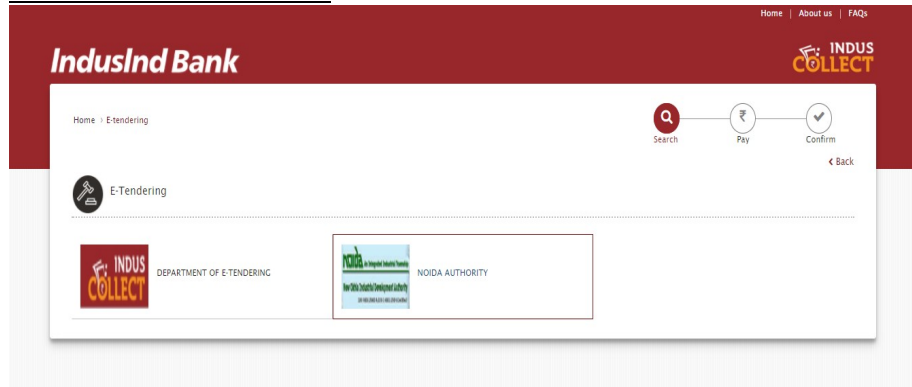
Date	Amount	Reference No.
15/06/2018	₹ 54.28	111118180004432
15/06/2018	₹ 56.64	111118180004431
15/06/2018	₹ 17.7	111118180004429
15/06/2018	₹ 53.1	111118180004428
15/06/2018	₹ 64.9	111118180004425

**c. Select Category**



The screenshot shows the 'Category' selection screen in the IndusInd Bank IndusCollect app. The top navigation bar includes 'Home', 'Category', and a search icon. Below the header, there's a search bar and a 'Make Payment' button. The main area displays a grid of category icons: Charitable Institutions and Trusts, Clubs and Associations, Distributors and Vendors, Education, E-tailers and E-commerce, E-tendering, Government Bodies, Housing Development & Societies, and Hospitals. A red circle highlights the 'E-tendering' icon, and a red arrow points from the text 'Click on E-Tendering' to it.

**d. Select NOIDA AUTHORITY:**



The screenshot shows the 'E-Tendering' screen in the IndusInd Bank IndusCollect app. The top navigation bar includes 'Home', 'E-tendering', and a search icon. Below the header, there's a search bar and an 'E-Tendering' button. The main area displays two options: 'DEPARTMENT OF E-TENDERING' with the IndusCollect logo and 'NODA AUTHORITY' with a logo for Noida Authority.

**e. Select type of payment:**

IndusInd Bank

Home > Entering > Noida AUTHORITY

INDUS COLLECT

Search Pay Confirm Back

Noida AUTHORITY

I want to make payment for:

Please select

EMD

Tender fees

**f. Enter Data & Click Submit:**

Home > Entering > Noida AUTHORITY > EMD

INDUS COLLECT

Search Pay Confirm Back

Noida AUTHORITY

I want to make payment for:

Financial year

Department

Job ID

Tender type

Name

Bis Submission Last Date

Mobile No

Email

Amount

Verify Code

EMD

FY 17-18

WC1

Please add value

Bt Tender

Mr. Parney

30/06/2018

7045570455

parney@gmail.com

100

hefexa

hefexa

Generate New Code

Submit Cancel

**g. Select the payment mode:**

IndusInd Bank

Home > Entering > Noida AUTHORITY > Payment

INDUS COLLECT

Search Pay Confirm Back

Noida AUTHORITY

Reference No.: 111118178005401

Financial year

Department

Job ID

Tender type

Name

Bis Submission Last Date

Mobile No

Email

Amount

Verify Code

FY 17-18

WC1

Please add value

Bt Tender

Mr. Parney

30/06/2018

7045570455

parney@gmail.com

100.00

Payment Options

Internet Banking

Credit Card

Debit Card

NEFT/RTGS/IMPS/Transfer Within Bank

**h. If user clicks “Internet Banking” or “Credit Card” or “Debit Card”, then user will be redirected to Payment Gateway page. User has to enter authority details.**



i. **If user selects NEFT or RTGS or IMPS or Transfer within Bank, then**

Reference No.: 111118178005401  
(Save for future reference)

Financial year  
FY 17-18  
Department  
WC I  
Job ID  
Please add value  
Mobile No  
7045570455  
Email  
pandey@gmail.com  
Base Amount  
100.00

Internet Banking  
Credit Card  
Debit Card  
NEFT/RTGS/IMPS/Transfer Within Bank

NEFT IMPS Transfer within bank

Post generation of payment slip please indicate the remittance through your bank.

Beneficiary Account No.  
ZNDEND100043678933

Beneficiary Name  
NODIA AUTHORITY

Beneficiary IFSC Code  
INDB00000077

Beneficiary Bank  
Industrial Bank

Base Amount Rs. 100.00  
Total Amount to be paid Rs. 100.00

Generate Payment Slip

Challan Details

Click on Generate Payment Slip

- i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code.
- ii. User will then login to their own bank's Netbanking or mobile app.
- iii. User will add beneficiary basis the details on Challan.
- iv. User will then make the payment to beneficiary

## **SPECIAL CONDITIONS AND SPECIFICATIONS**

1. The tenderers are advised before bidding to see carefully the site of work & study architectural & structural drawings for the buildings/ Roads to be constructed under the scope of this tender, which can be seen in the office of the concern P.E. of Noida Office on any working day between 10.30 A.M. to 4.30 P.M.
2. No page(s) of the tender shall be removed and the entire set must be submitted, as its failure to comply the instructions may result in the rejection of the tender.
3. All entries by the tenderers should be written legible..
4. The tenderer should write full address and telephone no. on the Tender Form. Any letter sent by Regd. Post on that address will be treated as delivered.
5. Incomplete, irrelevant conditional tenders are liable to be rejected without assigning any reason. Tenders 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 tender papers, if tenderer does so, the same shall not be considered and such tender is liable to be rejected.
7. Any tender 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-Tender processing fee RTGS receipt shall not be required to drop in tender 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, tender shall not be processed even for Technical Bid Evaluation and shall be rejected.
9. No refund of the cost of bid document/ e-Tender processing fee is claimable for tenders not accepted or for tenders not submitted.
10. NOIDA reserves the power to reject any or all tenders without assigning any reason or giving any explanation, power is also reserved to divide or subdivide the work among the contractors.
11. The earnest money deposited by the unsuccessful tenderer shall be returned after acceptance of the tender electronically contractor has to fill prescribed form attached with the tender.
12. After acceptance of the tender, the earnest money of the successful contractor 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 contractor to any compensation or extra rate.
14. In giving their rates, the tenderers 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 tender and the currency of the contract.
15. The tendered 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. service tax & labour cess and all other taxes in force from time to time.
16. Within fifteen days of the registration to the contract bond, the contractor 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 contractor 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 NOIDA.
17. All the materials collected by the contractor during execution of work shall be properly stacked and arranged as per directions of Engineer-in-charge.
18. Contractor 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 contractor at his own cost.
19. The contractor 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 contractor will be penalized as applicable.

20. A Cement consumption register shall be maintained at the site by the department for material brought by contractor as per CPWD Manual/Specification. The contractor 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 contractor (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 contractor 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 contractor. The supervisory staff of the contractor will not be changed without the approval of Engineer-in-charge.
22. The contractor 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 contractor 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 contractor shall keep at his own, whole of the excavated area free from water, however, if excavation is filled with water the contractor 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 contractor 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.
25. A site order book shall be maintained at the site of the work in which instructions shall be given to the contractor as and when necessary. These orders shall have to be signed and complied by the contractor 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 contractor 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 contractor for this clearing up.

The contractor 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 contractor 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 it's working procedure shall be strictly as per specification of M.S.W/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 / ISI 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 NOIDA Laboratory or any recognized Laboratory in side or out side of NOIDA. Contractor shall provide conveyance, labour and material required for examining, measuring and testing for the work and quality of material used. Contractor 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 born by the contractor and no extra payment shall be made for the same. In addition to above, the contractor shall establish a field laboratory to carry out day to day tests of all material at his own cost. The contractor shall submit a list of the all the laboratory equipment's, quality control Engineer of the contractor who will work under direction and control of Engineer-in-charge.
28. Cleaning of roads & drains working hour 7.00 AM to 3.00 PM.
29. All drawings and designs will be supplied according to the necessity of the particular work and the contractor will not have any claim for compensation in case of late supply of necessary design and drawings.

30. The contractor will have to remove any person employed on the work if so desired by the Engineer-in-charge for any reason.
31. The contractor shall not put hinderance to any person or to the contractor's 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 contractor shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account. In case of any dispute the decision of the E/I shall be final and binding upon the all parties concerned.
32. The contractors shall have to make his own arrangements of water for construction work, for temporary accommodations for the office staff and for the labourers' residence at the site of work. The water should be fit for drinking. In case the water is supplied by the department, the contractor shall have to bear charges at rates fixed by the authority.
33. The contractor will have to follow all existing rules and regulations of the Government & labour department or as amended from time to time regarding the labour employed by him without entitling him for any extra claim on this account.
34. The contractor shall do his work in such a way that the work of other contractor is not hindered.
35. 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.
36. The contractor 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 NOIDA shall be final.
37. The contractor shall have to sign FARKATI at the time of submission of final bill to accounts branch.
38. The contractor must get acquainted with the proposed site for the work and study all the specifications and conditions carefully before tendering. The work shall be executed as per programme / dates drawn by the Engineer-in-charge. If part of the site is not available due to any reason the programme of the contractor shall be modified to suit the availability of site and the contractor shall have no claim for compensation on this account.
39. The security deposited of the contractor which will be deducted from his bills shall be refunded to the contractor after the expiry of One months from the date of actual completion of work in full if no imperfection become apparent in the work up to One months respectively.
40. Samples of materials and items of work shall have to be got approved by the contractor from Engineer in charge before execution. The approved samples of material shall be sealed under the signature of the contractor and Project Engineer and shall be kept in the office of the Project Engineer.
41. The contractor shall have to supply required Non-Judicial Stamp Papers for execution of contract bond at his own cost.
42. Works to be open to inspection.  
All works under or in course of execution or executed in pursuance of the contractor shall at time be opened to the inspection and supervision of the Engineer-in-charge and other authority officials and the contractor shall present at work site at all times during the inspection and usual working hours. At all other times it notice for the inspection of site by the Engineer-in-charge or any other official is given to the contractor, contractor should either himself be present to receive orders and instructions of a responsible authorized agent be present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall also provide all facilities necessary for inspection of the work by the Engineer-in-charge or other officials for which no payment shall be made to the contractor.
43. The specifications to be followed for the execution of the works shall be-
  - a) UPPWD for electrical works/Morth/CPWD specifications for work in Delhi with its up-to-date correction slip till date of tendering.
  - b) Relevant ISI/IRC standard for work not covered by the above.

- c) Material bearing ISI mark shall be given first preference for using in works. For all articles with ISI marks the quality shall be judged by the relevant ISI specification.
44. After the completion of the work, the theoretical quantity of cement to be used on the works shall be calculated on the basis of C.P.W.D. 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 TENDER)
- 2% (Two per cent) work more than Rs. 10.00 Lac.
- 3% (Three per cent) work up to Rs. 10.00 Lac.
- The variation in respect of other materials shall be as per norms in CPWD works. The Final Quantity of Cement, Steel, Bitumen or any other material less used than the theoretical quantity allowing variation of minus side shall be recovered from the contractor at double the rate used in justification.
45. The contractor is expected to well conversant with the conditions of GPW Form 9 as applicable to NOIDA works (General condition of the contract) which will be the part of the agreement.
46. If the contractor withdraw his offer / tender or modifies his offer / tender after closure date of tender which is not acceptable to the department before acceptance of the tender, his earnest money will be forfeited.
47. Any recovery pointed out by the Technical inspection wing/quality surveillance team appointed or authorized by NOIDA authority shall also be effected from the contractor's dues available with NOIDA and the contractor shall have no claim for such deduction of amount whatsoever. In case of any dispute the decision of CPE/CME/Sr. Project Engineer, NOIDA shall be final and binding on the contractor.
48. The contractor will arrange the water for consolidation of stone ballast and compaction of earth and nothing extra will be paid for the same.
49. The contractor is to stack the metal at the road berms first according to the size of template with stack number as decided by the Engineer in charge and no metal shall be stocked on road embankment. The metal shall be only allowed to spread for consolidation after recording measurements and taken into road metal account register.
50. The quantity measured in stacks shall be final & binding on the contractor and no claim will be entertained thereafter.
51. A deduction of 7.5% (for voids) shall be made after stack measurements of stone aggregate for payment.
52. Deduction shall be made for earthwork in filling without compaction up to 95% proctor density as per C.P.W.D. specification.
53. 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 C.P.W.D.
54. The consolidation, shall be done as laid down in C.P.W.D. detailed specifications amended up to date. The earth for making medhi & consolidation will be arranged by the contractor at his own cost and nothing shall be paid extra for the same.
55. In case of any dispute the decision of C.E.O., NOIDA shall be final and binding on the contractor.
56. Conditional tender may not be accepted.
57. Consolidation crust thickness at every 10 meter would be checked as per stipulation after execution of work.
58. The premixing of grit with maxphalt will be done by mixol or by hot mix plant.
59. Contractor has to sign the agreement after submission of stamp papers within Ten days from the date of award of the work. In case of delay on the part of the contractor beyond Ten days from the date of award of work, a penalty of Rs. 1000/- per day will be imposed and shall be liable from contractor's payment, which will be deducted from any dues available of the contractor.
60. 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.

61. The contractor is required to quote only one percentage. In case contractor quotes two or more percentages his tender shall be sealed invariably.
62. 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 tonne 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 patries (shoulder of road) the compaction should be done with road roller of 8 tonne 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.
63. For cement storage at work site, double lock system will have to be followed.
64. The contractor shall have to install the laboratory for testing of building material at site. In case of failure of contractor, the same shall be provided by the department on cost of contractor, which shall be recovered from the running bill.
65. Quantity for payment shall be the theoretical quantity (Based on Proposed formation level) or the actual quantity (based on actual finished level) whichever in less :-
66. In case it is found that the tender as submitted forced/fecitious documents along with the tenders, his offer will be cancelled and earnest money will be forfeited. Also the Contractor can be black listed for tendering for Noida work.
67. Ultratech, Ambuja, Bangur, Binani, Birla, Shakti & J.K., CCI, ACC, Shree or approved by competent authority, make gray cement shall be allowed to be used in the work.
68. The reinforcement steel shall be provided from the reputed manufacture like Sail, Tisco, Rastriya Ispat Nigam and shall confirm 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.

69. 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 contractor. The authority shall be free to take appropriate action without any notice in case of non compliance/ non submission of documents of the said payment.
70. The contractor have to furnish his rates including Labour Cess @ 1% the same shall be deducted from the bills of the contractor. The royalty charges levied by stats/central govt. on & other terms and conditions issued time to time by govt. shall abide by and shall be paid by contractors and its proof shall have to be submitted to Noida.
71. The Security amount shall be deducted @ 10% from each running bill and the maximum limit shall be on contract bond amount @ 5% including earnest money.

In case security period is two years the 50% security money shall be refunded after one year on satisfactory performance and remaining 50% security amount shall be refunded after satisfactory performance of two years from actual date of completion.

72. The minimum density of D.B.M. BM & AC work with their permissible tolerance based on job mix formula be as under :-

<b>Type of Mix</b>	<b>Minimum Density</b>
B.M	2.20 Gram/CC
D.B.M	2.36 Gram/CC
D.B.C	2.36 Gram/CC

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

1. CRRI, Mathura Road, New Delhi.
  2. CPWD, ITO, New Delhi.
  3. Shri Ram Institute of Industrial Research, University Road, Delhi.
  4. I.I.T., Hauz Khas, New Delhi-110016
  5. Delhi Test House, A-62/3, Karnal Road, Industrial Area, Opposite Hans Cinema, Azadpur New Delhi.
73. Escalation shall be admissible as per 10 CC clause of CPWD for the projects having its cost Rs. Ten Crore & above along with its stipulated period of construction more than 18 months. However no price variation shall be paid to the contractor for such extended period for which department is not liable.
74. Mobilization advance shall be admissible as per CPWD norms/manual clause no. 31.5 to the projects of specialized nature having its cost 25 Crore and above.
75. As per office order No. Noida/ACEO/2013/CPE/1226 Dt. 02-09-13 contractor has to deposit additional performance Guarantee/Security in shape of FDR/CDR/Bank Guarantee/NSC in case rate quoted below of Bill of Quantity (B.O.Q) @0.5% per one percent upto 10% below rate and @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period by the Contractor before entering into contract bond.
76. I. यह कि प्राधिकरण द्वारा प्रदत्त निविदा के अंतर्गत कार्य प्रारम्भ होने के दो माह के भीतर संविदाकार का दायित्व होगा कि वह निर्धारित अवधि में उत्तर प्रदेश भवन एवं अन्य सन्निर्माण कर्मकार कल्याण अधिनियम की धारा-7 के अंतर्गत श्रम कार्यालय नौएडा में पंजीकरण सुनिश्चित कराते हुए उसकी प्रति प्राधिकरण को उपलब्ध करायेंगे।  
 II. यह कि संविदाकार द्वारा निर्माण कार्य में नियोजित शत प्रतिशत पात्र श्रमिकों का पंजीकरण भी श्रम विभाग में कराया जाये और उसकी सूचना यथासमय प्राधिकरण को उपलब्ध करायी जाये। उक्त शर्तों के अनुपालन न होने की दशा में संविदाकार को आवंटित कार्य निरस्त किये जाने का कार्यवाही भी की जा सकती है।
79. No Joint Venture is permissible for tender.
80. मा0 राष्ट्रीय हरित अधिकरण (NGT) द्वारा वायु प्रदूषण रोकने के लिए Guideline का पालन सम्बंधित संविदाकार द्वारा कार्यस्थल पर किया जायेगा तथा इन आदेशों की अवहेलना पाये जाने पर उसके विरुद्ध दण्डात्मक कार्यवाही की जायेगी तथा पेनाल्टी भी लगायी जायेगी। इस हेतु Engineer-in-Charge का नोटिस अन्तिम माना जायेगा तथा तदनुसार कार्यवाही सुनिश्चित की जायेगी। अतः सभी संविदाकार मा0 राष्ट्रीय हरित अधिकरण (NGT) के दिशा-निर्देशों का पालन सुनिश्चित करेंगे।
81. 1. The bidder Should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Low.  
 2. The bidder are required to indicate the rate of GST applicable for the tendered item in their bids separately.  
 3. The bidders while submitting their bids shall give the following declaration:-  
 “We agree to pass on such additional set off/input tax credit as may become available in further under the GST provision in respect of all the input used in the manufacture of the tendered item on the date of supply, by way or reduction in price and the advice the purchase accordingly”.  
 4. The Authority will not reimburse any GST paid the Supplier/vender/contractor due to misclassification.

82. जिन निर्माण कार्य में पूर्व में निर्मित सड़क के Right Way में खुदाई की जानी है, उसमें संविदाकार यूटीलिटी डिटेक्टर मशीन से विभिन्न यूटीलिटी को चिह्नित करने के पश्चात Engineer-in-Charge से अनुमति लेकर कार्य प्रारम्भ करायेंगे ।
83. निविदा के अन्तर्गत यदि किसी प्राइवेट लिमिटेड/साझेदारी फर्म द्वारा भाग लिया जाता है, तो प्री-क्वालिफिकेशन के अन्तर्गत मांगे गये चरित्र प्रमाणपत्र केवल फर्म के प्राधिकृत व्यक्ति का ही मान्य होगा ।
84. ई-निविदा प्रक्रिया के अन्तर्गत निविदा की धरोहर राशि/निविदा प्रपत्र मूल्य की नेट-बैंकिंग (online payment) के माध्यम से जमा धनराशि मान्य नहीं होगी ।
85. जिन कार्यों में बी0एम0 एवं ए0सी0 के कार्य संयुक्त रूप से सम्मिलित होते हैं, उनमें रु0 1.00 करोड़ से अधिक लागत के बी0एम0, ए0सी0 के कार्य प्रकरण में संविदाकार यह शपथ पत्र देगा कि संविदाकार हॉट मिक्स प्लांट की स्वामी है । संविदाकार को हॉट मिक्स प्लांट के स्वामित्व के प्रमाणपत्र के रूप में कंय करने सम्बन्धी प्रपत्र भी ई-पोर्टल पर अपलोड करने होंगे ।
86. प्राधिकरण में पर्यावरण/मितव्ययता की दृष्टि से भविष्य में बनने वाली पार्को/ग्रीन बेल्टों व प्राधिकरण की भूमि को अतिक्रमण से बचाने हेतु चारदीवारी के निर्माण को प्री-कास्ट तकनीकी से बनाये जाने के निर्णय के फलस्वरूप केवल प्री-कास्ट आर0सी0सी0 (फैक्ट्री निर्मित) के कार्यों की निविदा में प्रतिस्पर्द्धा बढ़ाने के लिए निविदाओं में भाग लेने वाले निविदाकारों को सरकारी/अर्द्धसरकारी विभागों में अनुभव के साथ-साथ निजी संस्थाओं जिनके पास इस निर्माण हेतु अपना स्वयं का प्लांट हो, के कार्यों का अनुभव भी मान्य होगा । अनुभव की सीमा व टर्न ओवर आदि शर्तें पूर्ववत् ही रहेंगी ।
87. निविदा के पुनः प्रकाशन के प्रकरण में यदि पहले किसी निविदाकार द्वारा निविदा का शुल्क जमा किया है, तो पुनः निविदा के प्रकाशन में पुनः निविदा शुल्क भी जमा कराया जाना आवश्यक है ।
88. विभिन्न निविदाकारों द्वारा ई-पोर्टल पर अपने अनुभव प्रमाणपत्र, सेलवेन्सी प्रमाणपत्र लगाये जा रहे हैं । अनुभव प्रमाणपत्रों व अन्य समस्त आवश्यक अर्हता सम्बन्धी प्रमाणपत्रों की प्राईस बिड खुलने से पूर्व सम्बन्धित विभाग से सत्यापन जरूरी है, जिनका सम्बन्धित परियोजना अभियन्ता, वर्क सर्किल द्वारा सत्यापन कराया जायेगा तथा समस्त प्रमाणपत्रों के सत्यापन के पश्चात ही पत्रावली निविदा समिति को प्रस्तुत की जायेगी । ई-पोर्टल पर जमा किये गये कोई भी प्रमाणपत्र पर यदि झूठे/fake पाये जाते हैं, तो उसे प्री-क्वालिफिकेशन में अयोग्य तो किया ही जायेगा तथा साथ-साथ सम्बन्धित संविदाकार को प्राधिकरण में निविदा में भाग लेने से कम से कम दो वर्ष के लिए वंचित किया जायेगा ।
89. मा0 राष्ट्रीय हरित अधिकरण (NGT) के आदेश दिनांक 11.01.2013 व Central Ground Water Authority द्वारा जल दोहन रोकने के लिए Ministry of Environment and Forest के नोटिफिकेशन न0 S.O.38(E), dated. 14.01.1997 व नोटिफिकेशन न0 S.O.1121 (E), dated. 13.05.2010 के द्वारा जारी Guideline का पालन सम्बन्धित संविदाकार द्वारा कार्यस्थल पर किया जायेगा । अतः सभी संविदाकार कार्यस्थल पर मा0 हरित अधिकरण (NGT) व Central Ground Water Authority के दिशा निर्देशों का पालन सुनिश्चित करेंगे ।
90. रु0 50.00 करोड़ की धनराशि तक के कार्यों की सम्पूर्ण धरोहर राशि आर0टी0जी0एस0 के द्वारा जमा करायी जायेगी, जिससे उक्त तक की राशि के निविदाकारों को बैंक गारन्टी/एफ0डी0आर0 प्राधिकरण में जमा नहीं करना पड़ेगा । रु0 50.00 करोड़ से अधिक धनराशि के कार्यों के प्रकरणों में धरोहर राशि की रु0 1.00 करोड़ आर0टी0जी0एस0 के रूप में व अवशेष धरोहर राशि को बैंक गारन्टी/एफ0डी0आर0 के रूप में जमा कराया जायेगा तथा बैंक गारन्टी/एफ0डी0आर0 जमा करने की तिथि निविदा प्राप्ति की तिथि के पश्चात रखी जायेगी ।
91. ठेकेदारों के अर्हता प्रपत्रों में टर्न ओवर के सम्बन्ध में Chartered Accountant (CA) के प्रपत्र पत्र को अर्हता का आधार माना जाता है, जिसको अधिक पुष्टि व पारदर्शी बनाने हेतु सी0ए0 द्वारा दी जा रही सूचना के साथ-साथ ठेकेदारों के शपथ पत्र पर उक्त सूचना मांगी जाये ।  
यदि किया फर्म अथवा कम्पनी का मर्जर किसी अन्य फर्म अथवा कम्पनी से होता है तो सम्बन्धित पुरानी फर्म अथवा कम्पनी के सम्बन्ध में यह प्रमाणपत्र प्राप्त किया जाना आवश्यक है कि वह पुरानी फर्म अथवा कम्पनी के नये काम नहीं ले रहे हैं तथा जो भी अर्न ओवर, अनुभव पुरानी फर्म अथवा कम्पनी मर्जर के बाद का है तभी नई कम्पनी में विभाग द्वारा नितिगत रूप से मान्य किया जायेगा ।
92. यदि किसी ठेकेदार द्वारा अपनी अर्हता के सम्बन्ध में जमा कराये गये प्रमाणपत्रों में कभी भी कार्य के अन्तिम भुतान तक यह संज्ञित होता है कि कार्य की अर्हता सम्बन्धी जमा कराये गये प्रपत्र फर्जी है, गलत सूचनायें दी गई हैं अथवा सूचनायें विभाग से छुपाई गई हैं, तो ऐसे प्रकरण में सम्बन्धित ठेकेदार का वह अनुबन्ध तत्काल निरस्त किया जाना, उस समय तक विभाग के पास उपलब्ध जमानत राशि को जब्त किया जाना तथा सम्बन्धित को प्राधिकरण में कार्य लेने से वंचित किया जायेगा तथा आवश्यकतानुसार ठेकेदार के विरुद्ध कानूनी कार्यवाही व काली सूची में भी डाला जायेगा ।
93. रु0 10.00 करोड़ से अधिक धनराशि के आगणनों व जस्टिफिकेशन की परीक्षण आई0आई0टी0 द्वारा किया जाने के प्राधिकरण की 176वीं बैठक दिनांक 28.04.2010 के मद सं0 25 के बिन्दु सं0 7 में लिये गये निर्णय का अनुपालन किया जा रहा है । अतः उक्त कार्यों के नॉन शैडयूल (बाजार दर पर आधारित) अतिरिक्त मद/सबस्टिट्यूट मद का परीक्षण भी आई0आई0टी0 से कराया जायेगा व सक्षम स्तर से स्वीकृति के उपरान्त ही भुगतान किया जायेगा ।



94. प्राधिकरण बोर्ड की 167वीं बोर्ड बैठक दिनांक 28.04.10 की मद सं0 25 के बिन्दु सं0 3 (छ) में यह निर्णय लिया गया था कि विशेष प्रकृति की परियोजनाएं, जिसकी अनुमानित लागत रु0 25.00 करोड़ से अधिक है, उन कार्यों हेतु मुख्य कार्यपालक अधिकारी महोदय से प्रशासनिक एवं वित्तीय स्वीकृति निर्गत किये जाने के साथ-साथ मोबाईलाईजेशन एडवॉन्स का प्राविधान CPWD Mannual के क्लॉज सं0 31.5 के अनुसार किया जायेगा। रु0 25.00 करोड़ से अधिक धनराशि के कार्यों हेतु CPWD Mannual में प्राविधान 5% परफोमेंस गारन्टी भी अनुबन्ध बनाने से पहले ठेकेदार से प्राप्त की जायेगी।
95. संविदाकार द्वारा सर्विस टैक्स की मद में जमा करायी गई राशि नौएडा प्राधिकरण द्वारा Reimburse की जायेगी।
96. CPWD Mannual में प्राविधानित बैंक गारन्टी के प्रारूप में बैंक गारन्टी जमा करनी होगी।
97. विभिन्न कार्यों के अनुबन्धों में कार्य की ड्राईंग/लेआउट प्लान को अनुबन्ध का भाग बनाया जायेगा ताकि कार्य सम्पादन का मिलान भी किया जा सके। अन्तिम बीजक में यह प्रमाणपत्र अभियन्त्रण/खण्ड द्वारा दिया जायेगा कि अनुबन्ध में प्रमाणित स्थल पर ही अनुबन्ध के अनुरूप कार्य कराया जायेगा।
98. माप पुस्तिकाओं में मानकों के आधार पर आशयक टैस्ट चैक किये जायेंगे तथा मानकों के अनुसार भुगतान की संस्तुति की जायेगी।
99. यदि किसी दो प्राईवेट लिमिटेड कम्पनी/साक्षेदारी फर्म में एक ही व्यक्ति निदेशक/साझेदार है एवं दोनों ही कम्पनियाँ एक ही जॉब की निविदा में टेन्डर डालती है तो ऐसी निविदाओं में प्री-क्वालिफिकेशन प्रपत्र खोलते समय एक ही व्यक्ति निदेशक/साझेदार की निविदाओं को निरस्त कर दिया जाएगा।
100. The contractor should be registered with the **ESIC & RPFC department** and Self Attested photocopy of the Certificate is required to be submitted with technical Bid, Other wise the contractor will not be considered eligible for opening of price bid.
101. All T & P (Which Including Brooms, Wheel Barrow, Rickshaw, Sanitary Supervisor, Dress, Supdi (Shovel)] Cane Basket, Duster, Phenyl, Oil, Soap, Lime & Supervisor etc. complete.
102. The Contractor should be collect the garbage or sludge received from sweeping of roads & cleaning of drains at one place in the specified area or as per the direction of engineer In-charge and laying lime over the garbage removal place including all T&P.
103. The Contractor should spreading of lime on wet sludge which received cleaning of drain.
104. वित्त नियंत्रक महोदय के कार्यालय आदेश संख्या नौएडा/वि0नि0/2020/3403 दिनांक 21.05.2020 के अनुपालन में सनदी लेखाकार द्वारा जारी किये जाने वाले समस्त प्रपत्रों यथा Turnover and Balance Sheet इत्यादि पर UDIN अंकित होना अनिवार्य है। अन्यथा निविदाकार की निविदा को निरस्त समझा जायेगा।
105. अनुबंध के अंतर्गत आने वाले ग्रामों एवं सैक्टरों के समस्त शौचालय/यूरिनल/स्कूल/बारात घरों/खाली भूखण्डों की साफ-सफाई का कार्य किसी भी पर्व/अतिथि आगमन पर संविदाकार द्वारा कराया जायेगा।

#### **GST Conditions**

1. Contractor has to sign the agreement after submission of stamp papers within Ten days from the date of award of the work. In case of delay on the part of the contractor beyond Ten days from the date of award of work, a penalty of Rs. 500/- per day will be imposed and shall be liable from contractor's payment, which will be deducted from any dues available of the contractor.
2. 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.
3. **GST is not applicable for Public Health sanitation related work.**
4. Contractor should be registered in Goods & Service Tax (GST) Department.
5. Contractor has to quote his rate including Goods & Service Tax (GST).
6. The bidders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.

The bidders are required to indicate the rate of GST applicable for the tendered item in their bids separately.

The Lowest bidder has to submit the following declaration before signing the Agreement:-

*"We agree to pass on such additional set off/input tax credit as may become available in further under the GST provision in respect of all the inputs used in the manufacture of the tendered item on the date of supply, by way of reduction in price/GST Rate and the advice the purchaser accordingly"*

The Authority will not reimburse any GST paid the supplier/vendor/contractor due to misclassification.

7. Joint Ventures are not accepted.

8. The contractor is required to quote only one percentage. In case contractor quotes two or more percentages his tender shall be sealed invariably.
9. 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 tonne 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 patries (shoulder of road) the compaction should be done with road roller of 8 tonne 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.
10. For cement storage at work site, double lock system will have to be followed.
11. The contractor shall have to install the laboratory for testing of building material at site. In case of failure of contractor, the same shall be provided by the department on cost of contractor, which shall be recovered from the running bill.
12. Quantity for payment shall be the theoretical quantity (Based on Proposed formation level) or the actual quantity (based on actual finished level) whichever in less :-
13. In case it is found that the tender as submitted forced/fecitious documents along with the tenders, his offer will be cancelled and earnest money will be forfeited. Also the Contractor can be black listed for tendering for Noida work.
14. Ultratech, Ambuja, Bangur, Binani, Birla, Shakti & J.K., CCI, ACC, Shree or approved by competent authority, make gray cement shall be allowed to be used in the work.
15. The reinforcement steel shall be provided from the reputed manufacture like sail, Tisco, Rastriya Ispat Nigam Shyam Steel and shall confirm specification as per IS code 1786-19, The standard sectional weights

## Scope of Work

It is presumed that the Bidder has sufficient understanding of the required works and understands the importance of sanitation and hygiene in the city. Though the items of work involved under this contract are given in detail below, there may be some exigencies/ circumstances, where the Bidder may have to perform the activities to ensure proper cleanliness in the respective zone, which may not find mentioned here.

The Bidder should have an experience of similar nature work in Government/ Development Authority/ Townships/ ULBs have to undertake following work under the single contract as mentioned below-

- a) **Manual Cleaning & Sweeping of Roads-** The Bidder shall ensure to conduct the Manual Cleaning & Sweeping of Roads including public roads, streets, lanes, by-lanes (which are not covered under mechanical road sweeping) shall be done on daily basis. The objective is to keep the road litter and dust free daily.
- b) Cleaning of roads end to end/lanes/by lanes etc. within area need to be swept Twice daily.
- c) Sweeping waste will be disposed at Sector-145 Dumping Ground Site. Drain silt will be carried out to sec-145 dump site or as specified by department.
- d) Wild grass and vegetation on the side berms, footpaths, medians of all roads, drains shall be removed by the Bidder two times in a month.
- e) **Cleansing of Surface Storm Water Drains (Up to 100 cm width)** –Removal of garbage & desilting from open surface drains will be carried out at-least twice a week in sectors & daily cleaning of drains in villages. These drains shall be cleaned on a regular basis to permit free flow of waste water. Action shall be taken to ensure that sweepers and citizens do not dispose of any waste into drains. Defaulters may be brought into the notice of public health department to penalize them under prescribed laws/ Acts. It has to be ensured that no solid waste found visible in storm.
- f) **Collection, Transportation and Disposal of Garbage** (which include street sweeping and drain cleaning waste)- The collected garbage, inert, dust, animal dung etc. after the cleaning and sweeping work of roads and drains shall be transported on daily basis to Sector-145 or specified dump site by suitable vehicle. Minimum Six Garbage Rickshaw & one mini Tipper and one tractor will be deployed in every sector and every village from 7.00 AM to 3.00 PM.
- g) **Removal of shrubs and vegetative growth** - The bidder has to periodically remove the vegetative growth once in a month in January to June & October to December and two times a month in July, August & September & other waste to maintain the cleaning of the area. These Horticulture waste to be transported at the Sec-145 site or designated by the departments for the said purpose
- h) **Regular emptying of litterbin**situated in the contracted zone shall also be a responsibility of the bidder which need to be emptied timely and transferred to the specified dumpsite by suitable vehicle.
- i) **Vigilance on cleanliness** – The bidder has to maintain the vigilance of the cleanliness. If any industrial units dispose waste in the common area or along the road side, bidder has to inform the authority to get them penalize under applicable Acts and rules.
- j) The bidder shall make provision to control dust with water sprinkling during sweeping and cleaning of roads.
- k) **The bidder shall survey the number of Government Schools in his Zone Areas. Sweeping and cleaning in Government Schools**– The Bidder shall ensure daily cleaning and sweeping (including class rooms, halls, play grounds, etc.) of all Government Schools situated in the respective zone. The sweepings and garbage shall be collected, transported and dispose to the specified dumpsite by suitable vehicle. One Sweeper in each School for cleaning & sweeping in Govt. schools. No nuisance in school premises shall be allowed if any witnessed, the bidder will be punished suitable.
- l) The complaints related to littering, illegal garbage dumping, non-cleaning and sweeping received over the helpline number, Swachhta app or any other means shall be resolved within the Service Level Agreement (SLA) period by the bidder as under:

- m) There shall be a proper maintenance of logbook of deployed workers and records shall be submitted to Authority on monthly basis
- n) In order to ensure work efficiency and the presence of deployed workers in the respective zone, the biometric or other ICT tool shall be adopted to maintain attendance and that shall also be produced to Public Health Department on monthly basis. **It is mandatory and the bidder shall install Biometric attendance system/other ICT tool within one month of the Date of start work. Proof of installation shall be produced to the Department, failing which penalty @ Rs. 500/- per day will be levied. ICT dashboard for display of attendance and movement tracking devices must be installed for monitoring.**
- o) The workers engaged in cleaning and sweeping work of roads and drains shall be equipped with personal protectives gears & equipment's during working hours. Failing which the penalty may be levied @1% of one day cost of the total contract package on the recommendation of the sanitary inspector of the designated site.
- p) All vehicle should be GPS enabled and connect to ICCC (Integrated Command Control Centre) Sec-94, Noida.
- q) The contractor should be provided walkie talkie for all supervisor.
- r) Civil Repair – If any civil repair required on the roads/drainage, bidder need to inform the authority for its remedial action.
- s) The Bidder's supervisory staff should be available at site every day during office working hours. In case of emergency complaints, the Bidder is to ensure rectification of defects immediately.
- t) The Emergency Response Team shall be available at such places wherein the cleaning is required pursuant to the receipt of any complaint during day hours.
- u) The bidder will immediately attend the complaint and complete the same on its receipt on the same day. Non redressal of complaints/grievance shall apply a penalty @ 1% of the total project cost.
- v) The Bidder shall ensure to provide Litter Control Team and Emergency Control Team for cleaning of roads. The Litter Control Team shall not be deployed for any specified area, and it will carry out litter control on need basis.
- w) **Working on Sundays:** The generation of waste is a continuous process. As waste is produced each day, collection, transportation and disposal of waste is required to be done daily. There can be no holiday in street sweeping, primary collection, transportation, processing and disposal of waste. **The Bidder** should therefore re-organize their work schedule and ensure that the Sanitation Department functions on all days in the year irrespective of Sundays and public holidays. This does not mean that Sanitation Department staff shall have no weekly off or holidays. The sweepers and other staff engaged in collection, transportation and disposal of waste as well as supervision of sanitation services should be given their statutory weekly off by rotation instead of giving them off on Sunday, by dividing the staff into seven groups and each group getting a weekly off on one of the days of the week. Thus one seventh of the staff should be enjoying their weekly off on each day of the week. This will necessitate staff consolidation or creation of additional posts to the extent of one-seventh of the total strength of the staff in the cities where no cleaning is presently done on Sundays. Alternatively, the staff may be given two half days (afternoon) off in a week in lieu of one full day weekly off if the sweepers agree to such an arrangement. Here the sweepers may leave work after working for 4 hours on two days out of seven days of the week to make up their weekly off. Perhaps they may be happy to have two half holidays instead of one weekly off in a week as they will have more time for themselves and the family twice a week. However, since this has legal implications, such arrangements will have to be worked out by mutual consent. This arrangement of giving two half days' leave in lieu of one full day weekly off, may be made applicable to street sweepers and drain cleaners and their supervisors only and not to the transportation workers or workers engaged in the disposal of waste as these activities have to continue for full shifts of the day. One-seventh additional staff may be engaged in these sections of the SWM.
- x) The successful Bidder shall adhere to the time schedule set out in the table below or as decided by the NOIDA for implementation of the project. The successful bidders shall also additional deployment of resources during the festival and other contingency caused by rain and other natural disasters.

**The scope would not include:**

- i. Door to door collection of waste from any residential or commercial units.
- ii. Removal of huge quantity construction demolition debris and mud/ earth from any construction site or residential site.

**Calculation for Contract fee**

Every single package will have 5 components to work on the costing-

- (a) Total number of sanitation staff deployed
- (b) Total number of supervisors
- (c) Total number of Managers
- (d) Total Consumables required
- (e) Total profit to company

**Actual Contract Package Details**

- i. Roads (Width/ Length/ Passes)
- ii. Drains (Width/ Length/ Depth)

**Time Schedule**

**Working Hours:** Normally the sanitary worker is required to work for 8 hours and is given half an hours' recess. Considering the type of work, it is desirable to split the 8 hours of duty of sweepers into two spells, 4 to 5 hours in the morning and 3 to 4 hours in the afternoon and the work force should be fully utilized in both the spells of duties. Quite often the work force is utilized in a group in the afternoon hours, which is highly unproductive. Individual work needs to be allotted to each person in both spells to ensure full output and accountability.

The supervisors and sanitary workers shall report for duty by 7:00 A.M. on all days including holidays and should be available at site every day during working hours till 3.00 PM In case of complaints, the bidder has to ensure resolution of the complaints within Service Level Agreement (SLA) of 12 hours not exceeding 24 hours from the time of complaint. If the complaint is not resolved within SLA the contract will be penalized.

<b>S. N o.</b>	<b>Activity</b>	<b>Preferred Time Schedule</b>
1.	Manual cleaning & sweeping of roads and drains in Residential areas (Flats/ High-rise/ RWAs/ Societies etc.) under noida authority only.	During Summer/ Winter 7:00AM to 03:00 PM Daily
The above timings are tentative, the bidder can decide in consultation with authority for change in timings as & when situation demands		

1. The Contractor has to carry sweeping waste to dump site Sector-145 or any other dump site specified by the department in his own vehicles.
2. The Contractor has to sweep Roads twice a day to keep road clean for which no extra payment will be made him.
3. The Contractor has to provide smart wrist watch/ICT equipment's Face App for tracking to all the sweeping staff to monitor attendance, timing, Area of working of Sweeping staff

## Service Level Benchmark

S.N.	AREA & ACTIVITY	FREQUENCY	BENCHMARK
1.	Cleaning roadways: pathway and shoulders	Daily	100%
2.	Cleaning road dividers and footpath	Daily	100%
3.	Sweeping and Cleaning in all commercial areas	Twice in a Day	100%
4.	Sweeping and cleaning in residential areas	Daily	100%
5.	Bidder shall provide cleaning and sweeping services falling under respective Zone Area only.	-	100%
6.	Cleaning of waste storage depots	As per need, depending on local conditions but atleast once daily.	100%
7.	Transporting waste from waste storage depots for disposal/recycling	Daily	100%
8.	The Bidder shall clean all Authority boards/polls/hordings etc up to the height of 8ft. and shall also remove small dead Animals and cattles falling under respective Zone Area.	Daily	100%
9.	Cleaning of waste from roadside food vendor stalls	Daily	100%
10.	Check and remove dust, dirt or any such object from anywhere in area covered under the tender	Daily	100%
11.	Cleaning/maintenance of water drainage system to avoid collection of water on roads	Twice a week	100%
12.	Dust control with water sprinkling	Daily	100%
13.	Removal of shrubs and vegetative growth	Monthly	90%
14.	Sweeping and cleaning in Government Schools	Daily	100%
15.	Regular emptying of litterbins (waste material of segregated bins should be collected and disposed off in a segregated manner)	Daily	100%
16.	Availability of Personal Protective Equipment	All staff	100%
17.	All other work which are not listed here	As per requirement	As decided mutually
18.	Efficiency in redressal of customer Complaints (As % of total number of road cleaning related complaints resolved in 24 hours versus total number of complaints received within the period)	Daily	100%

## Equipment required for Street Sweeping & cleansing of Drains

Sr.	Equipment	Specification
1.	<b>Broom</b>	A long handled broom shall be provided per sanitary worker
2.	<b>Metal Scraper</b>	A metal scraper shall be given to all sweepers, to remove sticky material from the street while sweeping.
3.	<b>Shovels</b>	A large straight-blade shovel or a pair of flat boards to pick up the small heaps or lightweight materials such as leaves.
4.	<b>Tractor with Trolley (for silt removal only)</b>	A tractor with trolley for 50 sanitary workers. This will transported timely to the processing/dumpsite.
5.	<b>Wheel Barrows</b>	One wheel Barrow for 2 sanitary workers
6.	<b>Mini Tipper (to support hand cart/ wheel borrow operation.</b>	Onemini tipper on every 40 sanitary workers.
7.	<b>Protective equipment for sanitary workers</b>	A pair of shoes, gloves and gumboots, one pair of uniform (one pant, one shirt/ one ladies suit), one full sleeves woolen sweater/ Jacket, Mask, florescent jacket, I-card & cap to be provided to every sanitary worker and support staff from the date of start of contract.
Please note: all the above tools/ machineries and mechanism adopted for providing street sweeping and drain cleaning activities should be in accordance with the CPHEEO Manual 2016 in compliance with Solid Waste (Management & Handling) Rules, 2016.		

### **SPECIAL CONDITIONS**

- 4.1 The bidder shall ensure the statutory requirements are met in relation to the Municipal Solid Waste (Management & Handling) Rules 2016 and Environment Protection Act.
- 4.2 The Bidder shall be responsible for ensuring compliance to the Swachh Bharat/ Swachh Survekshan Protocol set for garbage Free City. For training in this regard the team may seek support of NGO or SBM consultant.
- 4.3 On commencement of work, selected bidder shall provide the list of staff along with their curriculum vitae and passport size photographs with full address to NOIDA.
- 4.4 The bidder shall maintain high standard of cleanliness and hygiene at all assigned areas throughout the zone.
- 4.5 No subletting/ outsourcing of work will be allowed. If at any stage it is found that a portion or whole of work is has been subletted/ outsourced, NOIDA shall have the right to terminate the contract with immediate effect and forfeit the Performance Security.
- 4.6 The Bidder shall ensure that duly verified staff will be deployed and informed to NOIDA in the beginning and when there is any replacement. Selected bidder will be responsible for good conduct of the staff deployed. NOIDA may seek replacement, if not satisfied with work/ conduct of any staff.
- 4.7 All staff deployed including supervisors shall be available for 8 hours on all days including holidays. A Bio metric attendance to be maintained.
- 4.8 The selected Bidder shall ensure its all sanitary workers and supervisors are trained and equipped for cleaning roads/ drains.
- 4.9 There shall be no holiday in the said job work.
- 4.10 Selected bidder will be responsible for safety of its staff at all working sites.
- 4.11 An emergency kit is to be kept at work site. It should always be replenished to keep it in useful/ working condition, few of the team members should be trained on handling any emergency matter/ incidences.

- 4.12 Selected Bidder's staff are required to carry their Identity Card issued by the selected bidder all the time. The Bidder shall ensure that all sanitation staff and supervisors are linked with Government schemes related to health and insurance. The Bidder shall produce relevant documents related to staff training and insurance.
- 4.13 NOIDA is not liable to provide any kind of accommodation and food facilities to bidder's staff.
- 4.14 Selected bidder will engage a manager to plan and implement the work envisaged.
- 4.15 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.
- 4.16 The deployment of manpower should periodically be interchanged.
- 4.17 It is to be ensured that no child labour is deployed.
- 4.18 The deployment of manpower will be reviewed by NOIDA at any time without giving any notice.
- 4.19 Selected bidder shall maintain strict discipline and good order among their respective employees and shall abide by and confirm to all instructions by NOIDA.
- 4.20 Selected bidder shall be solely responsible throughout the tenure of this contract to provide all requirements of its staff including medical attention, vacation, increment, **deepawali bonus (One Month Salary as per Minimum Wages) through** and time off allowance and any other benefits which may be due to such employees under law and otherwise. NOIDA shall have no responsibility or liability whatsoever in this regards. Wages disbursement by the selected bidder to its workers should be done by 7th of every month through bank. bonus will be paid by contractor Noida Authority will not reimburse it.
- 4.21 The bidder will immediately attend the complaint and complete the same on its receipt on the same day.
- 4.22 The Bidders are advised before bidding to see carefully the site of work,length and width of roads/ drains to be swept and cleaned under the scope of this tender, which can be seen by visiting physically in the respective zone and/ or may ask from the respective Project Engineer of Public Health Department.
- 4.23 Bidder shall have to make their own arrangement of water and electricity for **cleaning and sweeping** work at site. All the **cleaning & sweeping material/ equipment** for the work shall be arranged by the bidder at his own cost.
- 4.24 A staff and machinery deployment register shall be maintained at the site for resources/ material brought by bidder as per SWM Rules 2016. The bidder or his authorized representative/ agent shall have to sign the register daily in token of the supply of staff/ machinery deployed daily at work site.
- 4.25 The selected Bidder will maintain weekly record of work done and present weekly/ monthly report to NOIDA.
- 4.26 The selected Bidder shall ensure ICT (Bio metric/ GPS camera/ App etc.) based attendance of its staff deployed in the respective zone which shall be produce to PH Department along with the weekly/ monthly progress reports.
- 4.27 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.
- 4.28 The bidder will have to remove any person employed on the work if so desired by the Engineer-in-charge for any reason.
- 4.29 The bidders shall have to make his own arrangements of water for sprinkling to control dust during cleaning and sweeping work.



- 4.30 If the bidder withdraw his offer/ tender or modifies his offer/ tender after closure date of tender which is not acceptable to the department before acceptance of the tender, his earnest money will be forfeited.
- 4.31 The bidder should be registered with the **ESIC & RPFC department** mandatory and Self Attested photocopy of the Certificate is required to be submitted with technical Bid, Otherwise the bidder will not be considered eligible for opening of price bid.
- 4.32 All T & P (Which Including Brooms, Wheel Barrow, Sanitary Supervisor, Dress, Supdi (Shovel)] Cane Basket, Duster, Phenyl, Oil, Soap, Lime & Supervisor etc. complete.
- 4.33 The Bidder should collect the garbage or sludge received from sweeping of roads & cleaning of drains in suitable vehicle and transport it to the specified dumpsite as per the direction of engineer In-charge and laying lime over the garbage removal place including all T&P. Vehicles should not carry open waste, only covered vehicle to be used. No leakage from vehicle should be observed.
- 4.34 The Bidder should spreading of lime on wet sludge which received cleaning of drain.
- 4.35 All safety precautions and Life Insurance shall be provided to the worker engaged for cleaning purpose by the bidder at his own risk & cost. Rs. 10.00 Lacs Term group insurance cover to be provided to every worker engaged for cleaning purpose by the bidder at his cost.
- 4.36 Necessary lime/anti-germs medicines shall be spread by the bidder after dumping the sludge on road paties. This same process shall be adhered by the bidder after removing this dry sludge.
- 4.37 All paties, bushes from the drains shall be cleaned by the bidder himself & the rubbish/malba/bushes shall be carted up to the specified dumpsite by suitable vehicle.
- 4.38 All safety equipment/gas mask/ gumboot/ necessary hat, cloth/ medicines for safety purpose to be arranged by the bidder for their worker/ staff.
- 4.39 The Bidder shall ensure the group insurance of all employees deployed to undertake the sanitation work. Failing which a penalty of Rs.1000/ employee per month will be imposed on the bidder. Records of employee group insurance, ESI and PF shall be produce as and when required by NOIDA.
- 4.40 The Bidder shall anticipate any increase in labour rates and shall quote the rates keeping in consideration the percentage of increase of rates in proportional to the Noida wages order. The rates quoted by the bidder for arranging the manpower should be for the whole year/period and no increase in quoted rates will be permissible in between of the period of contract.
- 4.41 In case, the bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof NOIDA is put to any loss/obligation, minority or otherwise, NOIDA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monitory terms.
- 4.42 The bidder is expected to well conversant with the conditions of GPW Form 9 as applicable to NOIDA works (General condition of the contract) which will be the part of the agreement.
- 4.43 The **Bidder** shall indemnify and hold harmless the **NOIDA**, from and against all actions, sits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the **Bidder**, his representative or his employees in the execution of the Services. These indemnification obligations shall include but not be limited, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:
- a. Sickness, or disease, or death of, or injury to any reason;
  - b. loss of, or damage to, or destruction of any property including consequential loss of use; and

c. natural calamity, or any man-made disaster

- 4.44** The collected rubbish shall be disposed off by the Bidder(all lifts/ leads), at a designated dumpsite by Authority by deploying equipment of suitable capacity. In case the Bidder is found dumping the collected rubbish at a place other than as mentioned in this clause, shall be fined Rs 1000/- per default.
- 4.45** In case of any dispute it shall be resolved at SPE (PH) end only. The decision of SPE (PH) will be final and binding on all.
- 4.45** One agency / Bidder will be awarded maximum 03 Job only in Public Health (WC-1 to WC-10 cleaning sweeping Job) The work of agency may be extended for next one year on the basis of satisfactory completion of one year work. (2 + 1)
- 4.46** संविदाकारों को उपरोक्त निविदाओं का अनुबन्ध गठन होने के उपरांत भुगतान हेतु प्रस्तुत किये जाने वाले बीजकों के साथ बीजक की समयावधि (जिसका बीजक प्रस्तुत किया है।) में कार्य पर कार्यरत सभी स्वच्छता कर्मियों का ई0एस0आई0 एवं ई0पी0एफ0 के भुगतान का विवरण एवं साक्ष्य प्रस्तुत करना अनिवार्य है। ई0एस0आई0 एवं ई0पी0एफ0 का विवरण प्रस्तुत नहीं करने पर संविदाकार के बीजकों का भुगतान नहीं किया जायेगा। यदि किसी भी कर्मचारी का ई0एस0आई0 एवं ई0पी0एफ0 का भुगतान न किये जाने के सम्बन्ध में कर्मचारी द्वारा की गई शिकायत सही पाई जाती है तो नियमानुसार कार्यवाही की जायेगी।
- 4.47** संविदाकारों को उपरोक्त निविदाओं के स्वीकृत होने के पश्चात एवं अनुबन्ध गठित होने से पूर्व आवंटित होने वाले जोन के अंतर्गत निहित सैक्टरों/ग्रामों एवं मुख्य मार्गों की सफाई कार्य हेतु तैनात किये जाने वाले स्वच्छता कर्मियों के Beat Area (ब्लॉक वाईज/गली वाईज) का विवरण प्रस्तुत करना अनिवार्य है।
- 4.48** यदि संविदाकार द्वारा अस्थाई डम्पिंग ग्राउण्ड सैक्टर-145 अथवा अन्य निर्देशित जगह के अतिरिक्त कहीं और कूड़ा डाला जाता है तो अनुबन्ध को निरस्त करने की कार्यवाही अथवा ब्लैक लिस्टिंग करने की कार्यवाही की जायेगी।
- 4.49** यदि किसी संविदाकार द्वारा किसी भी दो माह तक (लगातार अथवा अलग-अलग माह भी) कर्मचारियों के वेतन भुगतान में विलम्ब किये जाने की स्थिति में संविदाकार को काली सूची में दर्ज कर प्रशासनिक कार्यवाही भी की जा सकती है।
- 4.50** Proposed penalty provisions for not satisfactory work.

S.No.	Item of Works	Proposed Penalty
1	Cleaning of Roads (Medium Density/Low Density Area/Open Space & Market Area)	At the time of inspection of any Sector/Village/Main Roads work not found satisfactory then 0.50% Penalty for 1st time 1.00% for 2nd Time 2.00% for 3rd Time levied of Contract Bond Amount. If 4th Time work not found satisfactory then further action for termination/Black Listing/Debar process will be initiated.
2	Desilting of Drain	
3	Transportation of Garbage upto dumping ground	

- 4.51** कार्य स्थल पर यदि सफाई कर्मचारियों/सुपरवाइजर्स द्वारा हड़ताल/कार्यबंद की घोषणा/मारपीट/धरना प्रदर्शन/अभद्र व्यवहार किया जाता है तो इस अवधि में संविदाकार के द्वारा अनुबन्ध के अन्तर्गत सफाई व्यवस्था सुनिश्चित की जायेगी। इसके लिए अलग से कोई भुगतान नहीं किया जायेगा। सफाई व्यवस्था हेतु सम्पूर्ण जिम्मेदारी स्वयं संविदाकार की होगी। जिसमें नौएडा प्राधिकरण द्वारा कोई हस्तक्षेप नहीं किया जायेगा।
- 4.52** वित्त नियंत्रक महोदय द्वारा जारी कार्यालय आदेश पत्रांक-नौएडा/वि0नि0/2016/1472 दिनांक- 12.09.2016 के अनुसार बैंकों द्वारा जारी Solvency Certificate जो 6 माह से अधिक के लिए जारी किये गये हैं, वो भी जारी होने के छः माह के उपरांत पुनः Revalidate कराना अनिवार्य होगा।
- 4.53** अनुबंध के अंतर्गत आने वाले समस्त मुख्य मार्गों/ग्राम/सैक्टरों में मृत गोवंशों/कुत्ते/बिल्लियों इत्यादि को उठाने की जिम्मेदारी स्वयं संविदाकार की होगी।

# New Okhla Industrial Development Authority

## **G.P.W. FORM -9**

**Approved U.P. Govt. vide D.O.**

**No. 6628-A-C-23-S.N.**

**Anubhag 9-19**

**AC/1969 Dated 09-03-72**

**and also**

**AMMENDED VIDE CE'S LETTER 1921/MT62/1973/Dt. 30-03-74**

**- NOTE -**

Please read the following: -

1. NOIDA in place of Governor, U.P.
2. Chief Executive Officer in place of Chief Engineer, UPPWD.
3. Chief Project Engineer in place of Superintending Engineer.
4. Assistant Project Engineer in place of S.D.O./Assistant Engineer.

## CHAPTER: VII; PARA 371

### GENERAL CONDITIONS OF CONTRACT

- (1) The 'Contract' means the document forming the tender and acceptance thereof and the formal agreement executed between the Governor of Uttar Pradesh and the Contractor together with the documents referred to therein including these condition, 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 on contract and shall be complementary to 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 context to be executed whether temporary of 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 works is to be executed under the contract or any adjacent land path or street which may be allotted or used for the purpose of carrying out the contract.
  - (c) The 'Contractor' shall mean the individual or firm company whether incorporated or not undertaking the works and shall include the legal personal representative of such firm or company and the permitted assign of such individual or firm or company.
  - (d) The 'Governor' shall mean the Governor of Uttar Pradesh.
  - (e) The 'Engineer-in-Charge' shall mean the Divisional Officer, the District Engineer, the S.D.O., the Assistant Engineer as the case may be who shall supervise and in charge of the work.
  - (f) The 'Government' shall mean the Government of Uttar Pradesh
  - (g) The 'Chief Engineer' shall mean Chief Executive Officer.
  - (h) The 'Estimated Cost' shall mean the cost of the work or work as estimated on the basis of the tendered rate or rates agreed upon to between the parties to contract.
  - (i) The 'Department' shall mean NOIDA, U.P., words imparting the number include the plural number and vice-versa.

#### CLAUSE 1:

##### Security Deposit

The Contractor shall permit Government at the time of making any payment to him for work done under the contract to deduct 10% or all money as payable on account of security deposit until such deduction as along with the sum already deposited as earnest money (to be adjusted in the last deduction) will mount.

(i) In case of works estimated to cost up to Rs. 1,00,000/- to 10% of estimated cost.

(ii) In case of works estimated to cost up to more than Rs. 1,00,000/- and up to Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- and 7.5% on the balance.

(iii) In case of works estimated to cost more than Rs. 2,00,000/- 10% on the first Rs. 1,00,000/- 7.5% on the another Rs. 1,00,000/- and 5% on the balance but rate of deduction from each running bill shall be @ 10% till full recovery of full security amount. He is/they are excepted from payment of security deposit on individual case or has/ have deposited the security at rates mentioned above in case or in the form of government securities or fixed deposit receipt or guarantee bond of any scheduled bank in India. If the security is furnished in the form of guarantee bonds, the contractor undertakes to renew to furnish fresh guarantee to cover the period of time extension, if any, and failure on his part to do so shall be considered as a breach of this contract and without prejudice to any other remedy provided in the conditions the Engineer-in-Charge shall have the right to withhold payment and deduct the entire security amount from any money becoming payable to the Contractor.

The amount of the security money shall, if not withheld on account of breach of contract, be refunded after **One months** from the date of the completion of the works or after payment of the final bill, whichever later provided that in case that payment of the final bill, is not made within **One months** of the 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 Government.

All compensation or other sum of money payable by the Contractor to Government under the terms this contract may be deducted from or paid by sale of a sufficient part his security deposit, or from the interest arising there from or from any sums which may be due to or may become due to contractor by Government on any account whatsoever, and the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sum which they may have been deducted, from or raised by sale of his security deposit or any part thereof.

## COMPENSATION FOR DELAY

**CLAUSE 2:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence [time being deemed to be the essence of the contract on the part of Contractor [and the Contractor shall pay as compensation an amount equal to one per cent of such smaller amount as the authority next higher to the officer accepting the contract on behalf of the Govt. [whose decision in writing shall be final may decide on the amount of the estimated cost of the whole work shown by the tender for every day that the work remains uncommenced or finished after the proper dates and further to ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one fourth the value of the whole of the work within **¼ Period** from the date of written order to commence the work, on half the value of the work within **½ Period** from such date and three fourth the value of the work within **¾ Period** from such date. In the event of the Contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one per cent or such smaller as the Competent Authority [whose decision in writing shall be final] may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that before taking action under this clause Competent Authority shall give a notice of 15 days in writing to the Contractor and provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed the maximum amount or security as specified in clause]

[To be stuck off in all cases when the time allowed for completion does not exceed one month.]

**CLAUSE 3:** The officer accepting the contract on behalf of the Government or the Engineer-in-Charge shall have the power without prejudice to his right against the contractor 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 otherwise and whether the date of completion has or has not lapsed by notice in writing, to determine the contract in any of the following cases:

Action when  
whole of  
security deposit  
is forfeited

1. (a) If the Contractor 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 Sub-Divisional Officer / Distt. Engineer / Assistant Engineer shall be conclusive evidence to rectify, reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice of a period of seven days of such notice or if the Contractor shall delay or suspend the execution of work so that other in the judgement of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by the date.
- (b) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or it circumstances shall arise which entitle the court or creditor to appoint a receiver or Manager or which entitle the court make a winding up order.
- (c) If the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in Sub Clause (a) above.
- (d) If the Contractor commits any facts mentioned in Clause 21 hereof.
- (e) When the Contractor has made himself liable of action under any of the cases aforesaid the officer accepting the contract on behalf of the Govt. or the Engineer-in-Charge shall have powers to adopt any one or more of the following courses as he may deem best suited to the interest of the Govt.
2. (i) To determine or rescind the contract as aforesaid (of which termination rescission notice in writing to the Contractor under the hand of the Engineer-in-Charge or communicated through S.D.O. / Distt. Engineer / Assistant Engineer shall be conclusive evidence upon such determination

or rescission the security deposit of Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Govt.

(ii) To employ labour paid by the department and so supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and price of the materials of the amount of which cost and price the certificate under the hand of the Engineer-in-Charge communicated through the Sub Divisional Officer / Distt. Engineer / Assistant Engineer shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner terms of his contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the Contractor provided always that action under this Sub Clause shall only be taken after giving notice in writing to the Contractor provided also that if the expenses incurred by the Department are less than the amount, payable to the Contractor at his agreement rates, the difference shall be paid to the Contractor.

(iii) After giving notice to the contract to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Government under this contract or on any other account whatsoever or from his security deposit or the proceeds sales thereof or a sufficient part thereof as the case may be.

(3) In the event of any one or more of the courses mentioned in Sub Clause (2) above being adopted by the Engineer-in-Charge the Contractor 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 advances 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 of the provisions aforesaid the Contractor 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:**

Contractor remains liable to pay compensation of action not taken under Clause (3)

power to take possession of or require removal of or sell contractor's plant

In any case, in which any of the powers conferred upon the officer accepting the contract on behalf of the Govt. or the Engineer-in-Charge by Clause (3) here of 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 by Contractor for which by any clause or clauses hereof he is declared liable to pay compensation and the liability of the contractor 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 proceeding Clause the Engineer-in-Charge may if he so desires take possession of all or and tools, plant, materials or and stores in or upon the works or the site thereof or belonging to the contractor or procured by him and 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 market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may by notice in writing to the Contractor or 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 Contractor failing to comply, with any such requisition the Engineer-in-Charge may remove at Contractor's expenses or sell them by auction or private sale on the account of the Contractor and at his risk in all respects, and the certificate of the Engineer-in-Charge as to be expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.

**CLAUSE 5:**

Extension of Time

If the contractor 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 officer accepting the contract on behalf of the Govt. through the Engineer-in-Charge and a copy thereof is sent to the Engineer-in-Charge within 30 days of the date of the hindrance of account of which he desires such extension as aforesaid, and the competent authority shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time if any as may, in his opinion be necessary or proper. Provided always that if the contractor extended date, as the case may be without obtaining approval for extension as aforesaid the right of the Govt. to claim compensation under Clause 3 shall not be deemed to have been waived.

**CLAUSE 6:**

On completion of the works, the contractor shall send a registered notice to the Engineer-in-Charge giving the date of completion and sending a copy of it to the officer accepting the contract on behalf

Final Certificate of the Govt. and shall request the Engineer-in-Charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared of the dirt from all wood work, doors, windows, walls, 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 thereof he had filled upon the pits. If the Contractor shall fail to comply with the requirements of this clauses as to removal of scaffolding, surplus materials & rubbish and 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 Contractor remove such scaffolding, surplus materials & the rubbish and dispose of the same as he thinks fit and clean off such dirt and fill the pits as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. 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 Contractor, provided that if subsequent to the taking of measurement by the subordinate as aforesaid the Engineer-in-Charge had reason to believe that the measurement taken by his subordinates are not correct, the Engineer-in-Charge shall have the power to cancel the measurement already taken by his subordinates and acknowledged by the contractor and to take measurement again after giving reasonable notice to the Contractor and such re-measurements shall be binding on the Contractor (Ten days will apply towards delete whichever not applicable)

Within ten/thirty days of the receipt of the notice Engineer-in-Charge shall inspect the work and if there is visible no defect the face of the work, shall give the Contractor a certificate of completion. If the Engineer-in-Charge finds that the work has been fully completed, it shall be mentioned in the certificate so 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 along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defect pointed out above has been removed.

**CLAUSE 7:**

Payment on intermediate certificate to be regarded as advance

No payment shall be made for works estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and a certificate of completion given, but in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof than approved and passed by the Engineer-in-Charge whose certificate of such approval & passing of the same so payable shall be final and conclusive against the Contractor but all such intermediate payments shall be regarded as payments by way of advance against the final payments and only not as payments for work actually done and shall not preclude the requiring of bad, unsound and imperfect or 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 occurring of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the settlement and adjustment of the accounts or otherwise or in any way other vary or effect the contract.

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or on the date of the certificate of completion furnished by the Engineer-in-Charge 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 Lac and in six months if the same exceeds Rs. 2 Lac. If there shall be any dispute about any item or items of the work than the undisputed item or items only shall be paid within the said period of three months or six months or as the case may be. The Contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do so his claim shall be deemed to have been fully waived and absolutely extinguished.

**CLAUSE 8:**

Bill to be submitted monthly

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-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 Contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-Charge get the said work measured up in the presence of the Contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

**CLAUSE 9:**

Contractor to be

Before taking any measurement of any work as has been referred to in Clause 6, 7 and 9 hereof the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to attend at the time of measurements after such notice or fails to countersign

given a week to file objection to the measurements recorded by the dept.

or to record to difference within a week from the date of measurement in the manner required by the Engineer-in-Charge or by the subordinated deputed by him as the case may be shall not withstand the provision in Clause 8 be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

**CLAUSE 10:**

Bill to be on printed form

The Contractor shall submit all bills on the printed forms to be had on applications at the office of the Engineer-in-Charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates thereafter provided for such work.

**CLAUSE 11:**

Store supplied by Govt.

If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores and the price to be charged, therefore, as hereinafter mentioned being so far as practicable for convenience of the Contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed) the Contractor shall be supplied with such materials and stores as are required from time to time to be used by him for the purpose of the contract only and the value the full quantity of materials and stores so supplied at the rates specific in the said schedule or memorandum may be set off or deduced from any sums then due, or thereafter to become due to the Contractor under the contract 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 thereof being in this case sold for the purpose. It shall be the responsibility of the Contractor to ascertain from time to time from the Engineer-in-Charge about the position of the 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 Contractor to any compensation but in the event of all such delays the Contractor shall be granted reasonable extension of time. All materials supplied to the Contractor are the property of the Contractor 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 order and shall at all times be open to inspection by the Engineer-in-Charge and such materials unused and in perfectly good condition at the time of the un-completion or determination of the contract may, by special arrangement, be taken over by Government at the 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 contractor.

**CLAUSE 12:**

Work to be executed in accordance with specifications drawings orders etc.

The contractor shall execute the whole and very part of the work in the most substantial and workman like manner and both as regards materials and otherwise in very respect in strict accordance with the specifications. The Contractor 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 Contractor shall be entitled to have access to such office for the purpose of inspecting during office hours, and the Contractor shall be furnished free of charge one copy, or the specifications and of all such designs, drawings and instructions as are not included in the detailed P.W.D. specifications for building and roads enforced from time to time or any other printed publications on general specifications referred to elsewhere in the contract.

**CLAUSE 13:**

Alteration in specifications and designs do not invalidate contract.

The Engineer-in-Charge shall have power to make any alteration in, omission from, additions to or substitutions for the original specifications drawings, designs, instructions that may appear to him be necessary during the progress of the work and the Contractor all 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 substitutions shall not invalidate the contract and any altered, additional or substituted work which have the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects in which he agreed to do the main work.

Extension of time in consequence of alterations

The time of 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% of the time so extended may be allowed to the Contractor. 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 work are not specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work of the same rates as are specified in the contract for the work.



- (ii) If the altered, additional or substituted work included any work for which no rates are specified in the contract for the work or cannot be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in the Schedule of Rates for D.S.R.-2012 excluding the cost of cement and steel. District minus/plus percentage which the total tendered amount bear to the estimated cost of the entire work put to tender.
- (iii) If the rates 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 similar Class of work as are specified in the contract for the work.
- (iv) If the rates for the altered, additional or substituted work cannot determine the manner specified in such Clauses (i) to (iii) above then the rates for such work shall be worked out on the basis of the schedule of rates of the District specified 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 the rate for a particular part or parts will be determined by the officer accepting the contract on behalf of Government 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 clause (i) to (iv) above the Contractor shall within 7 days of the date of receipt of the order to carry out the work inform the officer accepting the contract on behalf of the Government of the rate which it is his intention to charge for such class of work supported by analysis of rates or rates claimed and the Superintending Engineer shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However, the officer accepting the contract on behalf of the Government 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 Contractor shall suspend the work on the plea of non-settlement of rates of items falling 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 Government.

#### **CLAUSE 14:**

No compensation or alteration in or restriction work to carried out.

If at any time after the commencement of the work the Government of Uttar Pradesh or Chief Engineer for reason whatsoever not require the whole work or part work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor 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 not having been carried out, neither shall he have any claim for compensation by reason of any alteration 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 or the performance of the contract but the Engineer-in-Charge shall have the option either to take over the materials at site, of approved quantity and not in excess of the requirements of the work and to pay to Contractor the actual cost thereof the amount of which cost a certificate by the Engineer-in-Charge shall be binding on the Contractor in the event of this option not being exercised the Contractor may submit to the Engineer-in-Charge within one month of the date of the order closing down the work a detailed statement of the loss that the estimates he will sustain by removing, selling or otherwise disposing of the materials. The estimate will be forwarded to the Chief Engineer who will decide what sum if any should as matter of grace be paid to the Contractor to compensate him for the loss suffered by him and the decision of Chief Engineer shall be final and binding on the Contractor.

#### **CLAUSE 15:**

Action & 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 materials or articles provided by him for the execution of the work are unsound or of quantity inferior to that Contractor shall on demand in writing from the Engineer-in-Charge specifying the work, material or articles complained/of not withstanding that same may have been inadvertently passed, certified and paid for forthwith rectify or removed 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 or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid then the Contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimate for every day not exceeding ten days, 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 any replace with others the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor.

- CLAUSE 16:** Government shall have the right to accept at reduced rate, sub-standard or defective work and to cause an audit and technical examination of the works and the running & final bills of the Contractor including all.
- Acceptance of sub-standard work and causing technical examination of work.
- Supporting vouchers, abstracts etc. to be made before or after 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 Contractor 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 contractor shall be liable to refund the amount of the over payment and that shall be lawful for Government to recover the same from him in the manner prescribed in clause (i) above or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by the Government to the Contractor.
- CLAUSE 17:** Provided that the sub standard 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 Government and such reduction is binding on the Contractor.
- Work to be opened to inspection. Contractor 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 inspections and supervision of the Engineer-in-Charge and his subordinates and the contractor 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 Contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Order given to the Contractor's agent shall be considered to have same force as if they had been given to the Contractor himself.
- CLAUSE 18:** The Contractor 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 other wise placing beyond the reach of the measurement any work in order that the same may be measured any correct dimension thereof be taken before the same is so covered up or placed 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 shall be covered up or place beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed.
- Notice to be given before work is covered up.
- CLAUSE 19:** If the Contractor or his work people or servants shall break, deface or destroy any part of a building on or in which they may be working or any building road, fence enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed or if any damage shall happen to the work while in progress from any case whatsoever, or any defect shrinkage or other faults appear in it within **One months** after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid the Contractor 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 workman and deduct the expense [of which the certificate of the Engineer-in-Charge shall be final from any same that may than or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof a sufficient portion thereof or any other manner legally permissible.
- Contractor liable for damage done & for imperfections for **one months** after certificate
- CLAUSE 20:** The Contractor shall supply at his own cost all materials (except such special materials, if any, as may in 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, whether original, altered substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage, therefore, to and from the work. The Contractor shall also supply without charge the requisite under of persons with the means and materials also necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his
- Contractor to supply plant, ladders, scaffolding etc.

security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

The Contractor shall also provide all necessary fencing, lights required to protect arising from the public from accident, and shall be bound to bear the expenses of defence 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 consent of the Contractor be paid to compromise any claim by any such person. If any equipment is issued departmentally rent will be recovered from the contractor's bill at current rates fixed by the Chief Engineer. The terms of such issue to be ascertained by the Contractor from the Engineer-in-Charge in writing in advance.

**CLAUSE 21:**

Work not to be sublet contract may be rescind & security deposit forfeited for subletting, bribing or if Contractor becomes insolvent.

The contract shall not be assigned or subject without the written approval of the officer accepting the contract on behalf of the Government and if the Contractor shall assign or subject his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if bribe, gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or nay of his servants or agents to any public office or person in the employ of Government 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 on behalf of the Government may thereupon by notice in writing rescind the contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensue as if the contract had been rescind under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work thereto or actually performed under the contract.

**CLAUSE 22:**

The Contractor shall not for the execution of the work employ labour under 18 years of age and, within the limits of any cantonment, any female labourer for every breach of this covenant the Contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the Engineer-in-Charge may fix and the Engineer-in-Charge may recover such sum by deduction from and sums which may be due or may at any time thereafter become due to the Contractor.

**CLAUSE 23:**

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

**CLAUSE 24:**

The Contractor shall be bound by all statutory provisions with regard to the period for which wages shall be paid and deduction from wages.

**CLAUSE 25:**

The Contractor 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 work for the performance of the Contractor's part of this agreement the Contractor shall comply with or cause to be complied with all the directions issued by Government from time to time for the protection of health and sanitary arrangements for workers employed by the department and its Contractor.

**CLAUSE 27:**

Leave and pay during leave of all labour employed by the Contractor shall be regulated as follows.

Maternity benefit rules for female workers employed by Contractors

(I) Leave

- (i) 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.
- (ii) In the case of miscarriage up to 3 weeks from the date of miscarriage.

**Pay (i)**

In case of delivery leave pay during maternity leave will 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 or at rate of seventy five paise a day whichever is greater.

**(ii)**

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.

**(iii)**

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 Contractor committing a default or breach of any of the provisions of C.P.W.D. direction to Contractor for the protection of health and sanitary arrangements for the workers or furnishing any information or submitting or filling any statement under the provisions of the above directions which is materially incorrect, the Contractor shall without prejudice to any other liability pay to Government a sum not exceeding Rs. 50/- for every default or breach and in the event of the Contractor defaulting continuously in this respect the penalty may be enhanced to Rs. 50/- per day for each day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decisions of the Engineer-in-Charge shall be final and binding on the parties

Should it appear to the Engineer-in-Charge that the Contractor is not properly observing and complying with the said directions for the protection of health and sanitary arrangement for work people employed by the Contractor (herein referred as the said direction) the Engineer-in-Charge shall have power to give notice in writing to the contractor requiring that the said directions be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the Contractor fails, within the period specified in the notice, to comply as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities therein before mentioned at the cost of the Contractor. The Contractor 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 same do not have been erected or constructed according to the approved standards the Engineer-in-Charge shall have power to give notice in writing to the Contractor (requiring that the said huts and sanitary arrangements be remodeled and or reconstructed according to the approved standards and if the Contractor fails to remodel or reconstruct such huts and sanitary arrangements according to the approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to the approved standards at the cost of the Contractor.

**CLAUSE 28:** The Contractor shall, at his own cost, provide his labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on 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 areas to be provided will be at the rate of the 30 sq.ft. for each member of the workers' family staying with the labour.
- (b) The Contractor shall, in addition, construct suitably cooking place having a minimum area 6'x5' adjacent to the hut for the family.
- (c) The Contractor shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength separate latrines and urinals being provided for woman.
- (d) The Contractor shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing shall be suitably screened.
- 2 (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials, as may be approved by the Engineer-in-Charge. In case of sun dried bricks the wall should be plastered with mud gobi on both sides. The floor may be kachcha but plastered with mud gobi and shall be at least 6 ft. above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the Contractor shall ensure that through the period of their occupation the roofs remain watertight.
- (b) The Contractor shall provide each hut with proper ventilation.
- (c) All doors, windows and ventilators shall be provided with suitable leaves for security purposes.
- (d) There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of size with the approval of the Engineer-in-Charge back to back construction will be allowed.

### **3. Water Supply**

The Contractor shall provide adequate supply of water for the use of labourers. The provisions shall not less than 2 gallons of pure 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 which may be of metal or masonry shall be provided. The Contractor 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 charge thereof.

<b>4. Site</b>	The site selected for the camp shall be high ground, removed from jungle.
<b>5. Disposal of excreta</b>	The Contractor 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 Authority. If trenching or incineration is not allowed, the Contractor shall make arrangements 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 of the removal of the excreta. All charges on this account shall be borne by the Contractor and paid directly by him to Municipal Authority. The Contractor shall provide one sweeper for every eight seats in case of dry system.
<b>6. Drainage</b>	The Contractor shall provide efficient arrangements for drainage away sludge water so as to keep the camp neat and tidy.
<b>7. Light</b>	The Contractor shall make necessary arrangements keeping the camp area sufficiently lighted to avoid any accident to the workers.
<b>8. Sanitation</b>	The Contractor shall make arrangement for conservancy and sanitation in the labour camp according to the rules of the Local Public Health and Medical Authorities.
<b>CLAUSE 29:</b> Sum payable by way of compensation to be considered as reasonable compensation without reference to actual fees.	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 Government without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.
<b>CLAUSE 30:</b> Change in constitution of firm	In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer-in-Charge for his information.
<b>CLAUSE 31:</b> Works to be under direction of Engineer-in-Charge	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer-in-Charge for 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.
<b>CLAUSE 32:</b> Protest	<p>(a) If the Contractor considers any work demanded of him to be outside the requirement of contract or considers any record or ruling of the Engineer-in-Charge or of his subordinates 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, whereupon he shall proceed without delay to perform the work or conform to the procedure or ruling and within twenty days 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 protests or objections as are made on record in the manner herein specified, and within the time limit, limit stated the recorded rulings instructions or decisions of the Engineer-in-Charge shall be final and conclusive. Instructions and/or decisions of the Engineer-in-Charge contained in letters transmitting drawings to the Contractor shall be considered as written instructions or decisions subject to protest or objection as wherein provided.</p> <p>(b) If the Contractor is dissatisfied with the final decision of the Engineer-in-Charge in pursuance of Clause 32 (a), the Contractor 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 Contractor fails to give such notice within the period of twenty eight days as stipulated above, the decision of the Engineer-in-Charge shall be conclusive and binding on the Contractor.</p> <p>(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</p>

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 C.E.O. NOIDA. 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 C.E.O. 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 C.E.O. 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 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 C.E.O., NOIDA.

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 Gautam Budh Nagar, 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 Europe to  
be obtained  
from  
Government.

The Contractor 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 Contractor by the Engineer-in-Charge will be debited to the Contractor 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 Contractor 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 34:**

Arbitrator

Except where otherwise provided in contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein mentioned and as the quality of workmanship of materials used on the work or as to any other questions, claim, right, materials used or things whatsoever, in any way arising out or relating to the contract, designs, drawings, specifications, estimates, instructions, under or these conditions or otherwise concerning the work or the execution or 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 appointed by the C.E.O. of the work at the time of dispute. It will be no objection to any such appointment that the arbitrator so appointed is a Government or Public servant that, he had to deal with matters to which the contract relates and that in the course of his duties as Government/Public servant he had expressed views on all or any of the matters in dispute of difference. In the event of the arbitrator to who the matter is originally referred being transferred or vacating his office of being unable to act for any such reason C.E.O. at the time such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with reference from the stage at which it was left by his predecessors, it is also a term of his contract that no person other than a person appointed by the C.E.O. should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.

The arbitration may from time to time with the consent of the parties enlarge the time for making and publishing the reward.

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 35:** In the case of any class of work for which there is no specification in the contract or such work shall be carried out in accordance with the detailed C.P.W.D. specification and in the event of there being no detailed specifications for the same work the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
- Action where no specification is given
- CLAUSE 36:** The addition and deduction on account of the percentage referred to at page of the accepted tender will be calculated on the gross and not the net amount of bills for work done.
- Contractor's percentage
- CLAUSE 37:** In every case in which by virtue of the provision of section 12 subsection (i) of workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the Contractor or by any sub-contractor from him in the execution of the said work. Government will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of Government under section 2 sub section (2) of the said Act. Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the Contractor to his credit under clause (i) of these conditions or from any other sum due to Government from the Contractor whether under this contract or otherwise (2) Government 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 Contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting the claim.
- Whether applied to net or gross amount of bills strike out this clause of an item rate contract
- CLAUSE 38:** NO bricks for use on the work shall be manufactured within the limit of a Municipal, Cantonment or Notified Area within half a mile of the site of work any bricks so manufactured may be rejected by the Engineer-in-Charge.
- CLAUSE 39:** NO earth for filling or for any other purpose, shall be executed 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 Contractor 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 pool of stagnant water.
- If the Contractor 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)
- CLAUSE 40:** Without prejudice to any other remedy provided by NOIDA may recover all dues hereunder agreement from the Contractor as arrears of land revenue.

**CONTRACTOR**

**OFFICER INVITING TENDER**

## E-TENDER NOTICE

E-Tenders are invited on behalf of Chief Executive Officer, Noida for the following works in Noida, Distt.- Gautam Buddha Nagar. From contractors/firm of registered with Noida Authority, State PWD, CPWD, other govt./public sector undertaking etc. by the undersigned. Earnest money is required in the shape of RTGS in prescribed bank accounts in favour of Noida only. The cost of bid document/ e-Tender processing fee document with GST is required in shape of RTGS in prescribed bank accounts in favour of Noida and payable at Noida.

The tender shall be on two bid system, where techno-commercial details such as experience certificates, qualification document etc. shall be verified first. The Tender of contractors who do not qualify the pre-qualification requirements shall be summarily rejected and their price bids shall not be opened. The price bid of contractors who are found eligible in prequalification shall be downloaded through E-Tender procurement solution after filling their details on the E-Tender portal.

As per office order No. Noida/ACEO/2013/CPE/1226 Dt. 02-09-13 contractor has to deposit additional performance Guarantee/Security in shape of FDR/CDR/Bank Guarantee/NSC in case rate quoted below of Bill of Quantity (B.O.Q)@0.5% per one percent upto 10% below rate and @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period by the Contractor before entering into contract bond.

Noida Authority can reject any or all tenders without assigning any reason. For taking part in E-Procurement Solution the contractors are required to visit the E-Tender link on [www.noidaauthorityonline.com](http://www.noidaauthorityonline.com).

S. No.	Job No./ Name of work	Estimate cost, cost of bid document / e-Tender processing fee, Earnest Money (Rs. In Lacs)	Date of Release of E-tender in E-Procurement Solution	Last date/ time of receipt E-procurement with scan copy of RTGS receipt with transaction Id for cost of bid document/ e-Tender processing fee and EMD	Date/Time of opening Pre-qualification part through E-tender procurement solution	Date/Time of opening of price bid through E-tender procurement solution	Place of opening of E-tender
1.	<b>Job No. 18/GM/SM/(WC-3)/2026-27</b> <b>Name of Work:- Cleaning &amp; Sweeping of all roads &amp; drains Including disposal of Solid Waste of various Sectors/Villages of WC-3 Area Part-C Noida</b>	<b>Rs. 128186146.21</b> <b>Rs. 8260/- (including GST)</b> <b>Rs. 25,65,000/-</b>	Please Refer to the Tender Document			This information shall be displayed on the website after two working days of opening of prequalification documents.	Office of Work circle Noida

The Tender document shall be available at the E-tender link on website of Noida Authority at [www.noidaauthorityonline.com](http://www.noidaauthorityonline.com) and at UP Electronics Corporation website <https://etender.up.nic.in> Interested bidders are requested to regularly visit the websites and update themselves with regard to any change or additional information related to the tender.

Sr.Manager (Civil.)  
Noida

**Office:-**  
**Work Circle, Noida.**  
**G.B. Nagar, (U.P.)**



## ई निविदा आमंत्रण सूचना

मुख्य कार्यपालक अधिकारी, नौएडा की ओर से नौएडा जिला गौतमबुद्ध नगर के क्षेत्र में निम्न कार्यों के लिए नौएडा, राज्य लोक निर्माण विभाग, केन्द्रीय लोक निर्माण विभाग तथा अन्य शासकीय/सार्वजनिक उपक्रमों में सूचीबद्ध ठेकेदारों से अधोहस्ताक्षरी द्वारा ई-निविदायें आमंत्रित की जाती हैं। आवश्यक धरोहर राशि नौएडा के नाम संबंधित बैंक में आर.टी.जी.एस. कराकर स्वीकार की जायेगी। निविदा प्रपत्र का मूल्य संबंधित बैंक में आर.टी.जी.एस. कराकर नौएडा के पक्ष में तथा नौएडा द्वारा अधिकृत बैंक अकाउन्ट में जमा किया गया हो, स्वीकार किया जायेगा।

निविदायें द्विस्तरीय पद्धति से खोली जायेगी। निविदाकार द्वारा तकनीकी एवं व्यवसायिक जानकारी से सम्बन्धित प्रपत्र में अनुभव, आदि तथा प्री-क्वालिफिकेशन प्रपत्र पहले डाउनलोड किए जायेंगे तथा जिन निविदाकारों की आवश्यक अहर्तायें पूरी नहीं होगी, उनकी दरें डाउनलोड नहीं की जायेगी। जो निविदाकार प्रीक्वालिफिकेशन में उपयुक्त पाये जायेंगे उनका विवरण E-Tender Portal में भरते हुए प्राईस बिड का भाग खोला जायेगा। सक्षम अधिकारी को किसी भी निविदा अथवा समस्त निविदाओं को बिना कारण बताये निरस्त करने का अधिकार सुरक्षित है। E-Procurement Solution में भाग लेने के लिए ठेकेदारों को [noidaauthority.com](http://noidaauthority.com) के E-Tender link को विजिट करना होगा।

कार्यालय आदेश संख्या नौएडा/ओमू0का0ओ0/2013 दिनांक 02.09.2013 के अनुपालन में नौएडा प्राधिकरण के कार्यों में संविदाकार द्वारा बिल ऑफ क्वान्टिटी (बीओक्व्यू0) पर डाले गये 10 प्रतिशत कम दरों तक 0.5 प्रतिशत प्रति एक प्रतिशत कम दर पर तथा उसके पश्चात 10 प्रतिशत से अधिक कम दरों पर 1.00 प्रतिशत प्रति एक प्रतिशत कम दर पर अतिरिक्त सिक्कोरिटी /परफॉर्मैन्स गारन्टी प्राप्त की जायेगी यह परफॉर्मैन्स गारन्टी एफ0डी0आर0/सी0डी0आर0/बैंक गारन्टी/एन0एससी0 के रूप में संविदाकार द्वारा अनुबंध गठन से पूर्व देनी होगी, जो कार्य की समापन तिथि तक वैध हो।

क्र.स.	जॉब सं0/कार्य का नाम	अनुमानित लागत निविदा प्रपत्र का मूल्य/ टेण्डर प्रोसेसिंग फीस धरोहर राशि	ई-प्रीक्वालिफिकेशन सोल्यूशन में ई-निविदा जारी करने की तिथि	ई-प्रीक्वालिफिकेशन द्वारा निविदा प्राप्ति की अन्तिम तिथि तथा समय, जिसके साथ टेण्डर मूल्य व धरोहर राशि की RTGS की रसीद संलग्न करनी है।	ई-प्रीक्वालिफिकेशन सोल्यूशन द्वारा ई-निविदा के प्रीक्वालिफिकेशन खोलने की तिथि तथा समय	ई-प्रीक्वालिफिकेशन सोल्यूशन द्वारा ई-निविदा की प्राईस-बिड खोलने की तिथि तथा समय	ई-निविदा खोलने का स्थान
1	<b>Job No. 18/GM/SM/(WC-3)/ 2026-27</b> <b>Name of Work:- Cleaning &amp; Sweeping of all roads &amp; drains Including disposal of Solid Waste of various Sectors/Villages of WC-3 Area Part-C Noida</b>	<b>Rs. 128186146.21</b> <b>Rs. 8260/- (including GST)</b> <b>Rs. 25,65,000/-</b>	Please refer to the Tender Document			इसकी सूचना वेब साईट पर प्री-क्वालिफिकेशन खुलने की तिथि के बाद दो कार्य दिवसों के बाद देखी जा सकती है।	कार्यालय निविदा सैल, वर्क सर्किल नौएडा

निविदा प्रपत्र प्राधिकरण की वेब साईट [www.noidaauthority.com](http://www.noidaauthority.com) के निविदा लिंक पर तथा उत्तर प्रदेश इलेक्ट्रॉनिक कारपोरेशन की वेबसाईट <https://etender.up.nic.in> पर देखे जा सकते हैं। इच्छुक ठेकेदारों से अनुरोध है कि वे नियमित रूप से उक्त वेब साईटों पर देखते रहें क्योंकि निविदाओं के संबंध में कोई बदलाव अथवा अतिरिक्त सूचना वेबसाईट पर उपलब्ध कराई जायेगी।

**वरिष्ठ प्रबंधक  
(वर्क सर्किल)  
नौएडा**

**कार्यालय:-**  
**वर्क सर्किल, नौएडा**  
**जिला - गौतमबुद्ध नगर (उ0प्र0)**

# **NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**

## **REQUIREMENTS**

**for**

## **PREQUALIFICATION OF TENDER**

**Name of Works:**

**Cleaning & Sweeping of all roads & drains Including disposal of Solid Waste of various Sectors/Villages of WC-3 Area Part-C Noida**

**JOB No: 18/GM/SM/(WC-3)/ 2026-27**

## REQUIREMENTS FOR PREQUALIFICATION OF TENDER

1. The details regarding pre-qualification and tender containing rates are to be uploaded as per up to due date & time in the prescribed format. Non furnishing of required details/ incomplete details will lead to rejection of tender. In case it is found that the details furnished are fake/false/fabricated the form shall be blacklisted without any notice.
2. Contractor will have to submit the character certificate issued by the District Magistrate in the name of partners in case it is the partnership firm, proprietor, in case it is proprietorship firm/contractor, Directors in case it is Pvt. Limited Firm etc. without character certificate the tender shall be rejected.
3. The contractor will have to submit their Id proof of self, partners, Directors etc. as the case may be.
4. The contractors will have to submit their address proof of self, partners, Directors etc. as the cash may be.
5. The tenderer should submit the notarized affidavit that the tenderer/firm has not been blacklisted any state/central government department/ organization. The e-bid of blacklisted contractor or not submitting the required affidavit shall be rejected.
6. The rates of only those contractors will be opened and recorded on comparative statement who pre-qualify as per requirements mentioned hereinafter.
7. Proof of solvency: Minimum solvency required is 40% of total estimated cost put to tender (issued within a period of minimum six months).
  - (i) In case individuals, firms and Undivided Hindu Families, proof of solvency of the applicant will consist of a certificate signed by the District Magistrate or Manager of the bank in the form given in Appendix 'A' regarding the cash assets of the applicant.
  - (ii) In case of private limited company the proof of the company solvency will be its last balance sheet audited and certified by the Chartered Accountant or certificate/reference of a Schedule bank.
8. Proof of employment of technical staff will consist of a declaration by the contractor as given below. The declaration by the contractor will be given in the form attached Appendix 'B' (in the presence of Notary Public giving details of the required staff). **Contractor has to furnish detail / C.V. of all staff/ man Power employed for this job to Noida Authority.**

### GENERAL GUIDELINES FOR FIXING REQUIREMENT OF TECHNICAL STAFF FOR A WORK

Cost of work (Rs. In Lac)	Requirement of Technical staff		Minimum experience (Years)	Designation
	Qualification	Number		
As per NIT	Sanitary Inspector	02	05	Principal Technical Representative
As per NIT	Sanitary Supervisor	20	02	Principal Technical Representative

Notes: 1. Rate of Recovery in case of non compliance of above be stipulated at following rates:-

S.No	Qualification	Experience (years)	Rate of recovery
i)	Diploma in Sanitation	05	Rs. 20,000/- p.m.
ii)	Diploma in Sanitation	02	Rs. 15,000/- p.m.

9. Proof of possession of required machinery, tools, plant, centering & shuttering will consist of a declaration in shape of an affidavit duly verified by the Notary in the Proforma as per Appendix 'C'.  
The minimum requirement of T&P possessed by the firm shall be follows:

- (1) Air Compressure - **01 Nos**
- (2) Hiva - **06 Nos.**
- (3) **Water Tanker with Sprinkler system - 05 Nos.**
- (4) Water Tanker with Pump **05 Nos-** Vibratory Roller -
- (5) Hot mix plant & paver (Hiring of hot mix plant shall not be permitted in case the cost of DBM/BM/BC/SDC work is more than one crore) -  
The bituminous work B.M.A.C. and S.D.C. will have to be done by hot mix plant and paver only.
- (6) Excavator/J.C.B - **03 No.**
- (7) Concrete Mixture with hopper -
- (8) Vibrator - Needle - Surface -
- (9) Concrete batch mix plant of capacity 15 Cum/Hr.-
- (10) Tractor with Trolley - **05 Nos.**
- (11) Garbage Rickshaw - **30 Nos.**
- (12) Wheel Barrows - **50 Nos.**

- (13) Other T & P - As per MSW Norms  
 (14) Mini Tipper - 10 Nos.  
 (15) Mechanical Road / Street Sweeper - 02 -

**Note:-**

**Rate of recovery in case non deployment of Machinery**

S.No.	Machinery Deputed	Rate of recovery (Per Day Per Machinery)
1	Hyva	Rs. 12000.00
2	JCB	Rs. 10000.00
3	Water Tanker with sprinkling	Rs. 5000.00
4	Tractor Trolley	Rs. 5000.00
5	Mini Tipper	Rs. 5000.00
6	Garbage Rickshaw	Rs. 2000.00
7	Wheel Barrow	Rs. 500.00

10. Proof of previous experience :
- (1) Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited with Govt./Semi Govt./ PSU only :  
 Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender  
 Or  
 Two similar completed works costing not less than the amount equal to 60% of estimated cost put to tender  
 Or  
 One similar completed works of aggregate cost not less than the amount equal to 80% of estimated cost put to tender
  - (2) Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited :
11. Latest income tax clearance certificate.
12. In case of firm, duly certified copy of partnership deed and registration certificate; in case of company, deed for article of association and power of attorney for the person concerned to authorize to sign the tender and agreement.
13. In case of any change in solvency, technical staff, tools and plants or change in partners of the constitution of a company after submission of documents, the same shall be intimated to the Project Engineer.
14. The decision regarding pre-qualifying the contractor for the above referred will rest with the competent authority of NOIDA whose decision will be final.
15. Average annual financial turnover on Construction works should be at least 30% of the estimated cost during the immediate LAST 3 consecutive financial years.
16. Tender should participate only if they have GSB/WMM Plant (pug mill), paver machine, Mortar grader & Vibratory road roller etc. for road work of similar nature.

**CONTRACTOR SIGNATURE**

**OFFICER INVITING TENDER**

**WITH SEAL**

**CAPABILITY STATEMENT**

\*It is compulsory for the bidder to fill this statement and the bidder **must upload only those documents** that support this statement.

<b>Job No: 18/GM/SM/(WC-3)/ 2026-27</b>				
<b>Tender-</b>	<b>Cleaning &amp; Sweeping of all roads &amp; drains Including disposal of Solid Waste of various Sectors/Villages of WC-3 Area Part-C Noida</b>			
Name of Tenderer				
TOTAL NIT COST OF PROJECT (In Rs.)			<b>128186146.21</b>	
S. NO.	ELIGIBILITY CRITERIA			(Value To Be Filled By the Tenderer In Indian Rs.)
			Minimum Value	
1	(As Per Office Order No. Noida/F.C./2016/1472 dt. 12.09.2016) SOLVENCY (Issued within a period of six months)	<b>40% OF TOTAL ESTIMATED COST</b>	51274458.48	
2	<p>EXPERIENCE (WITH GOVERNMENT/SEMI-GOVERNMENT/ PSUs ONLY) completed works during the last 7 years ending last day of the month previous to the one in which applications are invited</p> <p>Similar Works:</p> <p>(i) Cleaning &amp; desilting of drain OR (ii) Cleaning &amp; Sweeping of roads OR (iii) Housekeeping of building &amp; compound OR (iv) Mechanical Sweeping of Roads</p>	<b>Three similar/any other sanitation related completed works each costing not less than the amount equal to 40% of estimated cost put to tender</b>	51274458.48	
			51274458.48	
			51274458.48	
		OR		
		<b>Two similar/any other sanitation related completed works each costing not less than the amount equal to 60% of estimated cost put to tender</b>	76911687.73	
			76911687.73	
		OR		
	<b>One similar/any other sanitation related completed works costing not less than the amount equal to 80% of estimated cost put to tender</b>	102548916.97		
3	<b>RESULT OF EXPERIENCE</b>			
	TURNOVER (During the immediate LAST 3 consecutive financial years)	YEAR1		0
		YEAR2		0
		YEAR3		0
	<p>Average annual financial turnover should be atleast 30% of the annual cost during the immediate Last 3 consecutive financial years.</p> <ul style="list-style-type: none"> <li>CA Certified Copy of the audited profit and loss account along with audited balance sheet of the company showing turnover of the company for last three years with UDIN No., as per FC office order of Noida/FC/2020/3403 dt. 21.05.2020</li> <li>Bidder has to submit affidavit of annual turn over as per FC Order No. Noida/FC/2016/1472 dt. 12.09.2016 on Rs. 10 stamp paper duly notarized</li> </ul>			38455843.86
4	Required technical Staff on Rs. 10/- Stamp paper dully Notarized.			
5	Required Machinery on Rs. 10/- Stamp paper dully Notarized.			
6	Character certificate of Individual/ partners/ directors issued by District Megistrate.			
7	Affidavit of not blacklisted on Rs. 10/- Stamp paper dully Notarized.			
8	Address Proof/Id. Proof of indivisual/ partners/ directors.			
9	Pan Card of Company/Firm			
10	GST Registration Certificate of the Company/Firm			
11	ESIC & RPFC Registration Certificate			
12	Memorandum and Article of Association showing objectives of the Company/firm and authority to sign the e-Bid/contract or delegate the power to others for signing the e-Bid/Contract.			
13	The power-of-attorney authorizing the tenderer to sign the e-Bid/Contract.			
14	The Bidder shall be a private company, firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company formed under any other law for the time being in force. The Bidder shall be required to submit a true copy of its Incorporation Certificate			
15	Self declaration affidavit on Rs. 100/- Stamp Paper dully notarized.			
16	A Blank stamp paper of Rs. 100/- Non Judicial.			

**APPENDIX 'A'**

This is to certify that M/s.....

.....

have been dealing with us for last... .. years, satisfactorily. The balance lying in the his/her accounts with us is Rs. ... .. The turnover during the year ... .. in the accounts have been to the turnover Rs. ... .. Lac, on the basis of information available with us we assess their solvency is not less than Rs. ... .. Lac.

Dated:

**Manager**  
Seal of the Bank

**APPENDIX 'B'**

I/We.....

S/o Shri.....

Karta/Partners/Authorized person of M/s.....

.....

resident of.....

.....

applicant for pre-qualification hereby declare that following person/persons are in my/our regular employee on the post and from the dates mentioned against them.

<b>S. No.</b>	<b>Name &amp; Address</b>	<b>Technical Qualification</b>	<b>Post Held</b>	<b>Date of regular continuous employee</b>
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I/We undertake that if any of the post falls vacant or left unfilled for more than one month during the execution of the work entrusted to me/us by NOIDA, I/we shall inform the authority to whom the application for pre-qualification is being made.

**SEAL**  
(Notary Public)

**APPLICANT**

**APPENDIX 'C'**

I/We.....

S/o Shri.....

Karta/Partners/Authorized person of M/s.....

.....

applicant for pre-qualification for this job to be executed, hereby, declare that I/we possess the following machinery, tools & plants, centering & shuttering.

<b>Particulars of Machinery Tools &amp; Plant Centering &amp; Shuttering</b>	<b>Estimated Cost (Rs.)</b>	<b>Approximate Age (Yrs.)</b>
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I/We undertake that if there is any reduction in the equipment below the limit required for pre-qualification, I/we will inform Project Engineer/Chief Project Engineer to whom application for pre-qualification is being made.

**Seal**  
(Notary Public)

**Signature of Applicant**



### **APPENDIX 'D'**

Certified that following works awarded to M/s.....

.....  
has / have been carried out satisfactorily and completed in all respects.

<b>S. No.</b>	<b>Name of Work</b>	<b>Date of Start</b>	<b>Date of Completion</b>	<b>Total Value of work done ( Rs.)</b>
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The performance of the firm has been found good and they are considered capable of execution of project of large magnitude more than Rs. ... .. Lac.

The financial position of the firm appears to be sound and they are capable of executing the works in accordance with the specifications and within specified time schedule provided to them.

The dealings of the firms have been observed to be cordial and reasonable.

**Signature of Officer/ Incharge of work**

# BOQ

Tender Inviting Authority: : Genral Manager (Civil)

Name of Work: Cleaning & Sweeping of all roads & drains Including disposal of Solid Waste of various Sectors/Villages of WC-3 Area Part-C Noida.

Job No: 18/GM/SM(WC-3)/2026-27

Bidder Name :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Cleaning & Sweeping of roads (Total right of way) and all Govt. Schools at different Location in Zone Areas including all labour, T & P and supervision for proper Completion spreading of lime as and when required at site and as per direction of E/I of work. (Low Density Area) 1st Year	811755.60	Per Month Per Metre	43.38	35213957.93	INR Three Crore Fifty Two Lakh Thirteen Thousand Nine Hundred & Fifty Seven and Paise Ninety Three Only
1.1	2nd Year	811755.60	Per Month Per Metre	45.55	36975467.58	INR Three Crore Sixty Nine Lakh Seventy Five Thousand Four Hundred & Sixty Seven and Paise Fifty Eight Only
2	Cleaning & Desilting of Sludge from drain including labour T&P and Supervision work including spreading of lime on wet sluge as and when required at site and as per direction of E/I for with proper completion of work (Upto 1.00 m.width drain) 1st Year	1304707.20	Per Month Per Metre	16.27	21227586.14	INR Two Crore Twelve Lakh Twenty Seven Thousand Five Hundred & Eighty Six and Paise Fourteen Only
2.1	2nd Year	1304707.20	Per Month Per Metre	17.08	22284398.98	INR Two Crore Twenty Two Lakh Eighty Four Thousand Three Hundred & Ninety Eight and Paise Ninety Eight Only
3	Cleaning & Sweeping of open spaces/weekly markets including supervision charges etc. Complete as per direction of Engineer in-charge.	66312.00	Per Month Per Sqm	11.62	770545.44	INR Seven Lakh Seventy Thousand Five Hundred & Forty Five and Paise Forty Four Only
3.1	2nd Year	66312.00	Per Month Per Sqm	12.20	809006.40	INR Eight Lakh Nine Thousand & Six and Paise Forty Only
4	Cartage of Ballast, Kankar Coal, Grit/Sand, Silt including loading, unloading, but excluding stacking on pakka roads up to dumping ground Sec-145 or as per specified by Mechanical transport including loading, unloading of Garbage received from sweeping of roads and cleaning of drains at one place in the specified area as per the direction of Engineer In-Charge & laying line over	17189.76	Per Cum	317.20	5452591.87	INR Fifty Four Lakh Fifty Two Thousand Five Hundred & Ninety One and Paise Eighty Seven Only

	the garbage removal place including all T&P etc. required for proper completion of work. 1st Year					
4.1	2nd Year	17189.76	Per Cum	317.20	<b>5452591.87</b>	INR Fifty Four Lakh Fifty Two Thousand Five Hundred & Ninety One and Paise Eighty Seven Only
<b>Total in Figures</b>					<b>128186146.21</b>	INR Twelve Crore Eighty One Lakh Eighty Six Thousand One Hundred & Forty Six and Paise Twenty One Only
<b>Quoted Rate in Figures</b>			Select		<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				

**Name of Work :- Cleaning & Sweeping of all roads & drains Including disposal of Solid Waste of various Sectors/Villages Work Circle-3 Area (Part-C) Noida**

**Job No. 18/GM/SM/(WC-3)/ 2026-27**

Sl. No	Descriptin of Item	Unit	Qty				Total Quantity
1	Cleaning & Sweeping of roads (Total right of way) including all labour, T & P and supervision for proper Completion spreading of lime as and when required at site and as per direction of E/I of work. ( Low Density Area)						
	Sec-46	Per Month Per Meter	15520.00	x	12	=	186240.00
	Sec-47	Per Month Per Meter	16884.50	x	12	=	202614.00
	Sec-48	Per Month Per Meter	7359.80	x	12	=	88317.60
	Sec-49	Per Month Per Meter	8167.00	x	12	=	98004.00
	Sec-50	Per Month Per Metre	19715.00	x	12	=	236580.00
							<b>811755.60</b>
							<b>811755.60</b>
3	Cleaning & Desilting of Sludge from drain including labour T&P and Supervision work including spreading of lime on wet sluge as and when required at site and as per direction of E/I for with proper complition of work (Upto 1.00 mtr.width drain)						
	Sec-46	Per Month Per Metre	31040.00	x	12	=	372480.00
	Sec-47	Per Month Per Metre	23688.00	x	12	=	284256.00
	Sec-48	Per Month Per Metre	14955.60	x	12	=	179467.20
	Sec-49	Per Month Per Metre	9195.00	x	12	=	110340.00
	Sec-50	Per Month Per Metre	29847.00	x	12	=	358164.00
							<b>1304707.20</b>
							<b>1304707.20</b>
4	Cleaning & Sweeping of open spaces/weekly markets including supervision charges etc. Complete as per direction of Engineer in-charge.						

	Sec-50	Per Month Per sqm	5526.00	x	12	=	66312.00	
							<b>66312.00</b>	<b>66312.00</b>
5	Cartage of ballast, kankar coal grit of sand including loading & unloading but excluding stacking of Pakka Road 15.00KM as per the direction of Engineer In-Charge							
	Sec-46	Cum.	217.00	x	12	=	2604.00	
	Sec-47	Cum.	322.08	x	12	=	3864.96	
	Sec-48	Cum.	316.80	x	12	=	3801.60	
	Sec-49	Cum.	165.60	x	12	=	1987.20	
	Sec-50	Cum.	411.00	x	12	=	4932.00	
							<b>17189.76</b>	<b>17189.76</b>

**Note:-**

- Contractor will have to work as per above details.
- All the work Shall be done as per MSW rules and all sweeping persons or machines to be deployment by the contractor as per MSW rules.
- The Bidder shall follow labour law and Bidder shall survey the labour wages applicable in Noida Public Health and Quote his rate in BOQ accordingly.
- Salary slip of all the workers to be given every month and copy of same to be given to the Public Health Department.
- The point revised as below:
  - Manpower required for execution of work will be as per MSW norms, if manpower is not deployed or falls short of numbers required, financial penalty double of wages will be levied.
  - Recovery for machinery not deployed or falls short shall be made at double of rates used in estimate
- Monthly payment of labour should be pay in the first week in a month ie within date of 7<sup>th</sup> days of month. Otherwise Rs. 10,000.00/day penalty will be levied. Payment responsibility will be of contractor. Not of Noida Authority.
- The ESI & EPF detail will be submitted with monthly bill otherwise monthly bill will not accepted.

**Name of Work**      **Cleaning & Sweeping of all roads & drains Including disposal of Solid Waste of various Sectors/Villages Work Circle-3 Area (Part-C) Noida**  
**Job No.**            **18/GM/SM/(WC-3)/ 2026-27**

**Detail of Labour to be deployed.**

The minimum number of sweeper / labour to deployed per day as per below -

S.No.	Village /Sectors	Number of Labour/Sweeper
1	Sec-46	37
2	Sec-47	36
3	Sec-48	17
4	Sec-49	17
5	Sec-50	45
	<b>Total</b>	<b>152</b>

**Grand Total 196 Nos.**

**S.I./J.E**

**Manager (WC)**

**Sr.Manager (WC)**

(1223)

## शपथ पत्र

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

1. मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं नौएडा प्र कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. नौएडा प्राधिकरण द्वारा जो (कार्य का विवरण लिख जाय) ..... निविदा निर्गत की गई है उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर
3. मेरे द्वारा दिये जा रहे प्रमाण पत्र, चरित्र प्रमाण पत्र/हैसियत प्रमाण पत्र/आ पत्र/जी०एस०टी० प्रमाण-पत्र/बिड सिक्योरिटी प्रमाण-पत्र/बिड कैपिसिटि प्रमाण-प धनराशि आदि का प्रमाण पत्र तथा अन्य सुसंगत अभिलेख आदि मूलरूप में निविदा प्र संलग्न कर दिये गये हैं।
4. मेरा पैन नं० ..... हैं (आयकर विभाग द्वारा प्रदत्त प्रमाण-पत्र स
5. मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहाँ पूरा विवरण दिया जा  
  1. मुकदमा नम्बर .....
  2. धारायें .....
  3. थाना .....
  4. जनपद .....
  5. न्यायालय (जहाँ मुकदमा चल रहा है) .....
6. मैं नौएडा प्राधिकरण अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों अ अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं म अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
8. यदि ठेका प्राप्त करने के पश्चात मेरे विरुद्ध माफिया गतिविधियों/असामाजिक गति संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दें। इ कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपर किया जाता है अथवा सरकारी धन का गबन किया जाता है तो सक्षम अधिका अधिकार होगा कि वह मेरे विरुद्ध अपराधिक मुकदमा नियमों के अन्तर्गत दर्ज करायें।
9. मैं अनुबन्ध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित वि अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।

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परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल नौएडा जिला मजिस्ट्रेट/कलेक्टर को दूंगा।

13. मैं यह भी घोषणा करता हूँ कि विभाग के जिस कार्य के लिए मेरे द्वारा ठेका लिया उसके सापेक्ष्य चल एवं अचल सम्पत्ति का हैसियत प्रमाण पत्र जिला मजिस्ट्रेट, ( जनपद का नाम लिखा जाय ) ..... द्वारा प्राप्त करके मूलरूप से संत जा रहा है। यह भी घोषणा करता हूँ कि इस हैसियत प्रमाण-पत्र का उपयोग अन्य लिए नहीं किया जायेगा।
14. मैं अपनी पूर्ण जानकारी में पूरे होशो-हवाश में, स्वस्थचित्त से, पूरी सत्यनिष्ठा से तथा यह शपथ-पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक:- .....

शपथी का पूरा हस्ताक्षर  
पूरा नाम—  
पता—

नोट:-

1. यह स्वघोषणा शपथपत्र रु0 100/- ( रु0 एक सौ ) के Stamp Paper पर साक्ष्यों की उपस्थिति में सत्यापित कराते हुए दिया जायेगा।
2. असत्य शपथ-पत्र देना एक संगीन और संज्ञेय अपराध है।
3. संबंधित व्यक्ति द्वारा पासपोर्ट साईज का अपना फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा हो, शपथ-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।