



# **Mathura-Vrindavan Development Authority**

## **e-Bid Form**

**of**

**e-Tender Notice No. /MVDA/2026-27**

**OFFICER INVITING BID**

**Mathura-Vrindavan Development Authority**  
**Government Museum, Dampier Nagar, Mathura**

**E-Bid Document**

*For*

**e-Tender Notice No:     /MVDA/2026-27**

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# **INSTRUCTIONS TO BIDDERS (ITB)**

## **(A) THE BID DOCUMENT**

### **1) Cost of Bid Document/ e-Bid Processing Fee**

- i) The bidder shall bear all costs associated with the preparation and submission of its e-Bid. Mathura-Vrindavan Development 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.
- ii) This bid document is available on the web site <https://etender.up.nic.in> to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bid notice/e-bid document against this e-Bid. The bidders shall have to pay cost of bid document/ e-Bid processing fee as per e-Tender Invitation Notice through RTGS only payable in favor of "Secretary, Mathura-Vrindavan Development Authority" in the A/c No. **77450100023162**, IFSC Code: **BARB0VJMATH, BANK OF BARODA, MATHURA**. Scanned copy of RTGS receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Bid processing fee will be non-refundable. Bid without cost of bid document/ e-Bid processing fee will not be accepted.

### **2) Contents of e-Bid Document**

- i) The scope of work, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:
  - (1) Invitation for e-Bid
  - (2) Section I: Instructions to Bidders;
  - (3) Section II: Conditions of Contract;
  - (4) Section III: Technical e-Bid (Applicable only for Works as mentioned in e-Bid Notice);
  - (5) Section IV: Financial e-Bid;
- ii) The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information 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 bidder's risk and may result in rejection of the said e-Bid.

### **3) Amendment of e-Bid Document**

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

- iii) In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Department, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <https://etender.up.nic.in>.

**4) Language of e-Bid**

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

**5) Documents Constituting the e-Bid**

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

**(a) Pre-qualification: -**

- (i) **Fee Details** - It will consist of the cost of bid document/ e-Bid processing fee document and prescribed earnest money in prescribed form.
- (ii) **Eligibility Criteria**– It will consist of the details as per the Tender Document.

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

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

**6) e-Bid Form**

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

**7) e-Bid Currencies**

Prices shall be quoted / calculated in Indian Rupees only.

**8) Documents Establishing bidder's Qualification**

- i) The bidder shall furnish, as part of its technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- ii) The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in e-bid document.

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

- i) The bidder shall furnish, as part of its e-Bid, an e-Bid security/ EMD as per the e-Tender notice in form of RTGS only in favor of “**Secretary, Mathura-Vrindavan Development Authority**” in the A/c No. **77450100023162**, IFSC Code: **BARB0VJMATH**, BANK OF

**BARODA, MATHURA** .Scanned copy of RTGS receipt of Security/EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Bid without Earnest Money in the prescribed form, will not be accepted.

- ii) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Department.
- iii) Unsuccessful bidder's e-Bid security will be returned promptly as possible after the acceptance of e-Bid.
- iv) The successful bidder's e-Bid EMD will be converted into security upon the bidder signing the Contract.
- v) The e-Bid security may be forfeited:
  - (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder 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 bidder on the e-Bid form or
  - (b) in case of a successful bidder, if the bidder fails:
    - (i) To sign the Contract with the Department.
    - (ii) After signing the contract, fails to start work in stipulated period.

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

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

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

- i) The bidder shall prepare one electronic copy each of the technical e-Bid and Financial e- Bid separately.
- ii) The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder 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.

## **(B) SUBMISSION of e-Bid**

### **1) Submission of e-Bid**

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

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

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

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

- iii) The bidder can search for active bids through "Search Active bids" link, select a bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the bid, for which the bidder intends to e-Bid, from "My Bids" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view bid details form. Before this, the bidder should download the e-bid document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-bid document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- iv) The bidder should read the Terms & Conditions carefully before proceeding to fill in the cost of bid document/ e-Bid processing fee and EMD payment details. After entering and saving the cost of bid document/ e-Bid processing fee and EMD details, the bidder should click

"Encrypt & Upload" option given in the payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the bid details. The details available in the scanned copy of bid form cost and of EMD shall be verified by the department and in case of any discrepancy the e-bid shall be rejected.

- v) Next the bidder should upload the technical e-Bid documents for Fee details (Cost of bid document/ e-Bid processing fee and EMD), Qualification details. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- vi) The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- vii) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as acknowledgement for future reference.
- viii) Department reserves the right to cancel any or all e-Bids without assigning any reason.

## 2) **Deadline for Submission of e-Bid**

- i) e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <https://etender.up.nic.in> not later than the time 5.00 PM on the prescribed date (as the server time displayed in the e-Procurement website).
- ii) The Department may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 3) **Late e-Bid**

The server time indicated in the Bid Management window on the e-Procurement website <https://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-bid. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

## 4) **Withdrawal and Resubmission of e-Bid**

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



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

### **1) Opening of e-Bid by the Department**

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

### **2) Opening of Financial e-Bid**

- i) The financial e-Bids of qualified bidders shall be opened on the same day in the presence of bidders. The name of bidders, percentage Price quoted for various items etc. will be announced in the process for single bid and
- ii) The Department will prepare the minutes of the e-Bid opening.

### **3) Clarification of e-Bid**

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

### **4) Evaluation of e-Bid and Evaluation Criteria**

The Department will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of bid document/ e-Bid processing fee, e-Bid security 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.

### **5) Contacting the Department**

- i) No bidder shall contact the Department on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded.
- ii) Any effort by a bidder to influence the Department in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.
- iii) In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/blacklisting from MVDA works and the legal proceeding can also be initiated.

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

### **1) Award Criteria**

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

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

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

### **3) Notification of Award**

i) Prior to the expiration of the period of e-Bid validity, the Department will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

### **4) Signing of Contract**

On completion of e-tendering process a contract Agreement/Bond shall be drawn between the Designated Officer and the Contractor.

## **For the Visiting Contractor's of this e-Bid Document**

The Contractors/Firm/Bidders registered with MVDA, who are interested to participate in e-Bid are requested to get them registered and get their signature digitalized at <https://etender.up.nic.in>.

The Agencies/Contractors registered with MVDA are allowed to participate in e-bids floated after their registration.

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

|  |   |   |
|--|---|---|
| Date of Inviting bid                       | : |   |
| Date of opening bid                        | : | As per e-Tender Invitation Notice   |
| Cost of bid document/ e-Bid processing fee | : | As per e-Tender Invitation Notice   |
| Earnest money                              | : | For works up to Rs.1.00 Crore, 5% of the BOQ amount& for works above Rs.1.00 Crore, 2% of the BOQ amount. |
| Validity period                            | : | 90 days from the date of bid opening.   |
| Time of completion of work                 | : | As per e-Tender Invitation Notice   |
| The Bid is Percentage Rate e-Bid           | : | Yes   |

### **Bank account details for RTGS: -**

|                  |   |   |
|------------------|---|---|
| Beneficiary Name | : | <b>Secretary, Mathura-Vrindavan Development Authority</b> |
| Account Number   | : | <b>77450100023162,</b>                                    |
| IFSC Code        | : | <b>BARB0VJMATH,</b>                                       |
| Branch           | : | <b>BANK OF BARODA, MATHURA</b>                            |

## LIST OF DOCUMENTS TO BE SUBMITTED

The details of documents to be submitted online are given below:

1. Tender Fees and Earnest Money Deposit (EMD) in the shape of RTGS in favor of “**Secretary, Mathura-Vrindavan Development Authority**” in the A/c No. 77450100023162, IFSC Code: BARB0VJMATH, BANK OF BARODA, MATHURA amount as per tender notice.

### **Technical Bid for works more than of 40.00 Lacs.**

- 1) Duly filled up pre-qualification documents appended with the tenders.
- 2) (a) List of similar nature of works satisfactorily completed during the last four financial years in Govt./Semi Govt./Public Sector undertaking, along with certificates (Attested copy) clearly indicating Date of start, date of completion, amount of work actually executed. Experience certificates should clearly indicate the head bifurcation of work i.e. Road, Drain, Sewer, building, Electrical etc.
- 3) Proof of Liquid Assets duly certified by nationalized/scheduled bank and issued not before six months from last date bid submission as per pre-qualification requirement as per Appendix ‘B’ (original or attested copy will be entertained). Any word other than the “Liquid Asset” has no relevance and shall not be considered.
- 4) Audited Balance Sheet or CA certificate for last four financial years clearly indicating the turnover should be uploaded.
- 5) List of tools and plants, Affidavit by Notary on minimum Rs. 100/- non judicial stamp paper (original)
- 6) List of Technical staff with their qualification professional experience and length of service with the firm, Affidavit by Notary on minimum Rs. 100/- non judicial stamp paper (original)
- 7) Original copy/attested copy of the partnership deed, if it is a partnership firm and attested copy of registration certificate in case of company, sole proprietorship declaration in case of sole proprietorship firm. Joint venture shall not be accepted.
- 8) Authority letter in original or attested by notary **not more than one year old** of the firm/tenderer in favor of the person who has signed the tender documents with telephone no./ mobile and complete postal address and email address.
- 9) Failing in compliance any of the above conditions will lead to rejection of tender.
- 10) For Electrical works compulsory ‘A’ class Electrical license from U.P. Govt. (Attested photocopy)
- 11) For Electrical works compulsory T&P such as Megger, Earth tester, Tongue tester, Crimping tool, Generator, Safety belt, Gloves, Voltmeter, Ampimeter etc. complete.as required
- 12) Registration certificate shall be submitted of required class as per tender notice which issued by Mathura-Vrindavan Development Authority.

EXECUTIVE ENGINEER  
M.V.D.A., MATHURA

## CHECK LIST FOR PRE-QUALIFICATION DOCUMENTS

| S.No. | Description  | Details   |
|-------|--|---|
| 1.    | Tender Fees and Earnest Money Deposited (EMD)  | RTGS in favor of<br>“ <b>Secretary, Mathura-Vrindavan Development Authority</b> ”<br><b>A/c No. 77450100023162, IFSC Code: BARB0VJMATH, BANK OF BARODA, MATHURA</b>   |
| 2.    | List of works satisfactorily completed during last four years, with attested copy of experience certificate.<br>[As per provision 1 of the pre-qualification requirements] | List of similar nature of works satisfactorily completed during the last four financial years in Govt./Semi Govt./Public Sector undertaking, along with certificates (Attested copy) clearly indicating date of start, date of completion, amount of work actually executed. Experience certificates should clearly indicate the head bifurcation of work i.e. Road, Drain, Sewer, building, Electrical etc. The experience certificate should be issued by an officer, not below the rank of executive engineer. |
| 3.    | Liquid assets certificate<br>[As per provision 2(a) of the pre-qualification requirements]   | 13) Name of bank, date of issue of certificate, amount of liquid assets. Proof of liquid assets duly certified by the banker shall be submitted (original or attested) in <b>Appendix-B</b> . Any word other than the “Liquid Asset “has no relevance and shall not be considered.  |
| 4.    | Audited balance sheet/CA certificate for last four financial years.  | As per provision 2(b) of the pre-qualification requirements.  |
| 5.    | Affidavit of Tools, Plants & Machineries   | As per pre-qualification requirements.  |
| 6.    | Affidavit of staff   | As per pre-qualification requirements.  |
| 7.    | Original copy/attested copy of partnership deed or sole proprietorship declaration or company’s registration certificate / memorandum of association                       | As applicable details to be mentioned accordingly.<br>.....   |
| 8.    | Authority letter of person authorized to sign the tender documents.  | As applicable attached or not.<br>.....   |
| 9     | Tangible Net worth<br>[As per provision 2(b) of the pre-qualification requirements]  | CA certificate will have to be annexed as per Clause-2(b)   |
| 10    | Cumulative turnover<br>[As per provision 2(a) of the pre-qualification requirements]   | As applicable attached or not.<br>.....   |
| 11    | Self-attested bid documents  | Paging of all bid documents and annexures with indexing to be done by bidders.  |
| 12    | Any other paper  | Details attached.<br>.....  |

## **PRE-QUALIFICATION REQUIREMENTS**

### 1. EXPERIENCE OF EXECUTION OF SIMILAR WORKS:

- 1.1 For works upto 40.00 Lacs, only single bid system of tenders shall be applicable.
- 1.2 The Tenderers should have appropriate experience in similar works for last four years (up to the last date of bid submission) in organized sectors. The tenderer must have experience of successfully executing the works as stated below.

| S.No. | Categories   | Duration   | Work done  |
|-------|--|--|--|
| 1.    | Similar nature of works.<br><br>[As defined in clause 1.3 of the pre-qualification requirements] | Last four years (up to the last date of bid submission), in organized sectors. | 03 similar completed works each costing not less than 40% of the BOQ amount.<br><br>OR<br><br>02 similar completed works each costing not less than 50% of the BOQ amount.<br><br>OR<br><br>01 similar completed works each costing not less than 80% of the BOQ amount. |

- Only the bidders/tenderers registered in MVDA can participate in tenders for works up to Rs. 500.00 Lacs, unless it is specified otherwise in Notice Inviting Tenders (NIT).
  - For works above Rs. 500.00 Lacs, the bidders/tenderers other than those registered in MVDA can also participate but once the tender is sanctioned, the successful tenderer shall have to get himself registered in MVDA as per rule.
  - For works up to Rs. 500.00 Lacs, the bidders/tenderers can participate only in tenders respective to his registered category in MVDA or one category below his registered category.
  - If the work of road and drainage are to be carried out simultaneously, then the experience of such works done combined or separately shall be accepted.
  - Organized sector means Govt./Semi Govt./ Public sector
  - For bituminous road works up to Rs. 200 lacs, a hot mix plant (owned or rented/leased) is required. In case it is rented/leased, a lease-deed/agreement registered in the office of sub-registrar along with the documents of ownership need to be uploaded with the bid.
  - Only one (either lessor or lessee) can participate in a bid.
  - For bituminous works more than Rs. 200 lacs, a hot mix plant should be owned by the bidder. The bidder/tenderer will have to submit the certificate/ essential proof of having a hot mix plant of his own.
  - For electrical works additional special conditions, instructions attached here with shall be followed. Please refer special condition of lift and Electrical Works.
- 1.3 Evidence of satisfactory execution of work that have been executed by the Tenders during the last four years in organized sectors have to be produced in Appendix “A” enclosed. The said certificate of experience from the Engineer in charge of the work not below the rank of the Executive Engineer or equivalent rank officer only shall be considered acceptable in Govt.

/Semi Govt. organizations and from owner of firm or his authorized representative in case of private sector.

1.4 Similar works mean:

- For RCC Road works- Multi-storied building works / RCC road works / RCC drain works / OHT / UGR works.
- For Bituminous Road works- Bituminous Road works
- For RCC drain- Building works / RCC drain / RCC road / OHT / UGR works
- For OHT works- OHT works
- For UGR works- OHT / UGR works
- For building / multi-storied buildings works- Building / Multi-storied building works
- For horticulture works- Horticulture works.
- For sewer & water supply works- Sewer & water supply works.
- For Bridge / Culverts: Bridge & culvert works
- For beautification works: Park Beautification or Development / Road Beautification / Beautification projects
- For Museum & Interpretation centres: Dry or Water Multimedia Show / Construction of Museum or Interpretation centre / Light and Sound Show
- Any other specific works: Works of similar nature.

## 2. FINANCIAL CAPABILITY:

(a) The cumulative financial turnover and current liquid assets should be as under:

| S.No. | Categories  | Cumulative turnover              | Liquid assets                 |
|-------|---|----------------------------------|-------------------------------|
| 1.    | Works up to Rs. 100.00 lacs.                            | 1.5 times the bid value (B.O.Q.) | 15% of the bid value (B.O.Q.) |
| 2.    | Works more than Rs. 100.00 lacs but up to Rs. 500 lacs. | 2.0 times the bid value (B.O.Q.) | 20% of the bid value (B.O.Q.) |
| 3.    | Works more than Rs. 500.00 lacs.                        | 3.0 times the bid value (B.O.Q.) | 25% of the bid value (B.O.Q.) |

2(b) The contractor should have a minimum tangible net worth of, at least 25% of the bid value (BOQ). Net worth will mean value of Fixed Assets as per last audited Balance Sheet (after providing Depreciation) Plus Net working capital (current assets minus current liabilities).

2.1 Cumulative turnover will be considered for three consecutive years out of last four financial years taken from Audited balance sheet or the certificate issued by registered chartered accountant (CA).

2.2 Proof of liquid assets duly certified from banker but not older than six months shall be submitted (original or attested). Any word other than the "Liquid Asset" has no relevance and shall not be considered.

### Appendix-B.

## 3. TECHNICAL SUPERVISORY STAFF:

3.1 The Tenderer must have on their payroll the following staff:

| S.No. | Categories                                    | Technical Staff<br>(Civil/Mechanical/<br>Electrical) | Relaxation in work experience   |
|-------|---|--|---|
| 1.    | Work more than 40.00 Lacs & up to 50.00 Lacs  | Diploma Engineer 1                                   | If the company is owned by<br>a) A Diploma engineer a relaxation of 1 years in experience will be given.<br>b) A graduate engineer a relaxation of 2 years in experience will be given. |
| 2.    | Work more than 50.00 Lacs & upto 150.00 Lacs  | Graduation Engineer 1<br>Diploma Engineer 1          |   |
| 3.    | Work more than 150.00 Lacs & upto 300.00 Lacs | Graduation Engineer 2<br>Diploma Engineer 2          |   |
| 4.    | Works more than 300.00 Lacs                   | Graduation Engineer 2<br>Diploma Engineer 3          |   |



- 3.2 For works involving digital plays, scripts, projection work, event management, digital theme works, following additional staff is required:
- Script/Theme Writer with at least 5 Years' Experience
  - Event Manager with at least 5 Years' Experience
- The declaration for the technical staff by the Contractor will be given in the form attached as **Appendix-C** (in the presence of Notary public with details of the required staff).
4. MACHINERY, TOOLS AND PLANTS:
- 4.1 The Tenderers must have sufficient machinery, tools & plants that are necessary for carrying out the work.
- 4.2 The minimum requirements of machinery, tools & plants for the work are indicating() mark as below.

**For Class-A & above (ROAD WORK)**

|   |       |
|---|-------|
| 1. JCB/Excavator.....   | ( 1 ) |
| 2. Tipper.....  | ( 2 ) |
| 3. Theodolite .....   | ( 1 ) |
| 4. Leveling instrument with staff .....   | ( 2 ) |
| 5. Road Roller .....  | ( 1 ) |
| 6. Hot mix plant with electronic controls (minimum 100-120 tph Capacity) (Owned /Hired) | ( 1 ) |
| 7. Paver Finisher with Electronic Sensor .....  | ( 1 ) |
| 8. Bitumen Boiler with Sprayer .....  | ( 1 ) |
| 9. Water Tanker .....   | ( 1 ) |
| 10. Motor Grader.....   | ( 1 ) |
| 11. Smooth wheeled roller .....   | ( 1 ) |
| 12. Tandem Roller.....  | ( 1 ) |
| 13. Vibratory roller 8 to 10 Ton .....  | ( 1 ) |
| 14. Mechanical Broom.....   | ( 1 ) |
| 15. Wet mix plant minimum capacity 75 Ton per hour (Owned or hired)                     | ( 1 ) |
| 16. Air Compressor .....  | ( 1 ) |

**For Class-A & above (BUILDING WORK)**

|  |       |
|--|-------|
| 1. Vibrator (Surface Type) .....   | ( 2 ) |
| 2. Vibrator (Needle Type) .....  | ( 2 ) |
| 3. Tractor with Trolley .....  | ( 1 ) |
| 4. Dozer .....   | ( 1 ) |
| 5. Pumping Set .....   | ( 1 ) |
| 6. Front end loader .....  | ( 1 ) |
| 7. Concrete mixers with integral weight batching facility .....                                  | ( 1 ) |
| 8. Concrete batching and mixing plant (minimum capacity 15 m <sup>3</sup> /Hour (Owned or hired) | ( 1 ) |
| 9. Electric Generator Set 125kVA and 250 KVA .....   | ( 1 ) |
| 10. C Concrete mixer with hopper for small work.....   | ( 2 ) |
| 11. JCB/Excavator.....   | ( 1 ) |
| 12. Tipper.....  | ( 2 ) |
| 13. Theodolite .....   | ( 1 ) |
| 14. Leveling instrument with staff .....   | ( 2 ) |
| 15. Scaffolding and Shuttering Material As required  |       |

**For Class-B (ROAD WORK)**

|   |       |
|---|-------|
| 1. JCB/Excavator.....   | ( 1 ) |
| 2. Tipper.....  | ( 1 ) |
| 3. Theodolite .....   | ( 1 ) |
| 4. Leveling instrument with staff .....   | ( 1 ) |
| 5. Road Roller .....  | ( 1 ) |
| 6. Hot mix plant with electronic controls (minimum 100-120 tph Capacity) (Owned /Hired) | ( 1 ) |
| 7. Water Tanker .....   | ( 1 ) |

|                                |     |
|--------------------------------|-----|
| 8. Smooth wheeled roller ..... | (1) |
| 9. Mechanical Broom.....       | (1) |
| 10. Air Compressor .....       | (1) |

#### **For Class-B (BUILDING WORK)**

|   |     |
|---|-----|
| 1. Vibrator (Surface Type) .....                                | (1) |
| 2. Vibrator (Needle Type) .....                                 | (2) |
| 3. Tractor with Trolley .....                                   | (1) |
| 4. Front end loader .....                                       | (1) |
| 5. Concrete mixers with integral weight batching facility ..... | (1) |
| 6. Electric Generator Set 125kVA .....                          | (1) |
| 7. C Concrete mixer with hopper for small work.....             | (1) |
| 8. JCB/Excavator.....   | (1) |
| 9. Tipper.....  | (1) |
| 10. Theodolite .....  | (1) |
| 11. Leveling instrument with staff .....                        | (1) |
| 12. Scaffolding and Shuttering Material (As required)           |     |

#### **FOR MURAL WORKS MORE THAN RS. 50.00 LACS**

|                     |     |
|---------------------|-----|
| 1. 3D Scanner Resin | (1) |
| 2. 3D Router        | (1) |
| 3. CNC Machine      | (1) |
| 4. Spray Machine    | (1) |

- 4.3 Proof of possession and use of required machinery, tools & plants will be given by the tenderers by the way of declaration in the shape of an affidavit on Rs. 100/- non-judicial stamp paper duly verified by the notary public in Performa as per **Appendix 'D'**.

#### **5. INCOME TAX CLEARANCE**

- 5.1 In case of firms duly certified copy of partnership deed and registration certificate in case of Company or the deed for Article of Association and Power of Attorney for the person concerned to authorize to sign the tender agreement.
- 5.2 In case of any change in Cash assets, Technical staff, Tools & Plants or change in partners, or constitution of a company, address of communication of telephone no. etc. after submission of documents the same shall be intimated to the Executive Engineer / Superintending Engineer, MVDA, timely.
- 5.3 If comes to the notice of the tender accepting authority at any point of time, during the tendering or execution stage of the work that the tenderer has been blacklisted by any Govt. organization, then all the payments due to him shall be forfeited and firm will be blacklisted.
- 5.4 The decision regarding pre-qualifying the tenderers will rest with the competent authority of MVDA whose decision shall be final and binding to all the tenderers.

#### **6. TESTING LAB AND SITE OFFICE:**

- 6.1 For works above Rs. 500.00 lacs, the contractor shall establish a testing lab at site and arrange all testing equipment and materials for the field tests mentioned in the list of mandatory tests given in PWD specifications, BIS and as per bid document. Nothing extra shall be payable to him on this account. The representatives of the department shall be at liberty to inspect the testing facilities at site and conduct testing at random. The department may get the tests done from external laboratories. For the tests to be carried out by external laboratories, the contractor shall supply all the materials required for testing, including transportation, free of charge and the costs of such tests shall be borne by the contractor.

- 6.2 Site office will be constructed by the contractor without any payment from MVDA.
- 6.3 If the testing is required in MVDA lab or outside lab, then the fees for such test is to be paid by the contractor as per rate decided by the MVDA lab or other outside lab.
- 6.4 **Third Party Quality Control**  
 Third Party surveillance will be mandatory for all the works with value more than Rs. 100.00 Lacs. The agency of third-party surveillance will be selected by the Authority and the expenditure over third party surveillance charge including material, testing fees and site / factory visits if required incurred over it will be borne by the contractor.
- 7 **ORIGINAL EQUIPMENT MANUFACTURER (OEM):**
- 7.1 If the work involves supply (with or without installation, testing, commissioning, O&M etc.) of some electrical/mechanical fixtures, equipment, accessories etc. including but not limited to lights & poles, the amount of which is more than Rs. 50.00 lacs, the bidder should either be an Original Equipment Manufacturer (OEM) or authorized dealer/distributor. The bidder needs to submit Manufacturer Authorization Form (MAF) for the particular project clearly mentioning the name of work for which the authorization certificate has been issued from the OEM to participate in tender process. For the avoidance of doubt, an OEM may authorize more than one dealer/distributor. The OEM must be ISO 9001:2015 certified and copy of the certificate must be uploaded with bid documents
- 7.2 In case if OEM or its authorization is required, the bidder/OEM must have in-house NABL accredited laboratory for electrical test, photometry test, safety test and other testing equipment & machineries required for conducting all important tests relevant to the work. The OEM must be ISO 9001:2015 certified and copy of the certificate must be uploaded with bid documents.
- 7.3 In case of equipment or fixtures etc. that are to be installed in exposed weather conditions, Salt spray/mist test report as per IS 9000 and for overhead structures, wind load test report as per IS 875 issued by NABL accredited lab in the name of OEM shall be uploaded by the bidder along with the bid documents.
- 7.4 In case of projectors, they must be DLP laser only. Bidder has to upload a certificate regarding this.
- 7.5 The projectors must be IP60 rating and enclosed in lightweight aluminium enclosures meeting IP64 weatherization. Similarly, speakers must be weatherized Line Array only meeting IP56 standards. The certificates issued by NABL accredited lab in this regard shall have to be uploaded by the bidder with bid documents.

## **SPECIAL CONDITIONS**

### **JOINT VENTURE FIRM:**

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

### **GENERAL**

1. These special conditions shall be read in conjunction with the General conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract, the provisions of these special conditions shall take precedence.
2. The Contractor is expected to be well conversant with the general conditions of the contract as applicable to MVDA works which shall be the part of the agreement.

### **TENDERERS TO ENSURE AND NOTE**

3. The Tenderers are advised to see carefully the site of work and structural / architectural drawings etc. before actually submitting their tender. The structural/architectural drawings for the work under the scope of this tender can be seen in the office of the CE/E.E./A.E. Mathura-Vrindavan Development Authority, Mathura on any working day between 11.00 A.M. to 4.00 PM.
4. No page of the bid/tender document shall be removed & the entire set must be uploaded as it is failure to comply the instructions may result in rejection of the tender.
5. All entries made by the Tenderer should be in one ink & should be legible. Tender should not contain erasures and corrections.
6. The Tenderer must sign each page of the tender.
7. No additions or alternations are permitted in the bid/tender documents. If tenderer does so, the same shall not be considered and such tender is liable to be rejected.
8. Any tenderer not fulfilling all the conditions is likely to be rejected.
9. No refund of the cost of tender is claimable for tenders not accepted or for tenders not submitted.

### **EARNEST MONEY AND SECURITY DEPOSIT**

10. If the Contractor withdraws his offer/tender, or modified his offer/tender, before acceptance of the tender, his entire earnest money will be forfeited by the authority.
11. The contractor shall have to deposit the required earnest money at the time of tender.
12. The earnest money deposited by the unsuccessful bidder / tenderer shall be returned within thirty days from the date of acceptance of the tender.
13. After the acceptance of the tender, the earnest money of the successful Contractors shall be converted into the security deposit.
14. The security deposited shall be refunded to the contractor after expiry of Defect Liability Period (DLP). from the actual date of completion or payment date of final bill whichever is later in full only if no imperfections become apparent in the work during defect liability period.
15. The bidder has to deposit performance guarantee / additional performance security in the shape of FDR if the rate quoted is below 10% @ 1% per one percent on the rate quoted beyond 10% up to 15% below and if the rate quoted by the bidder is below 15% then @ 2% per one percent beyond 15% below in addition. 50% of the performance guarantee / additional performance security shall be released after completion of the work and remaining 50% shall be released after defect liability period.
16. The description of the work as follows: As per BOQ attached.  
Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost

all materials tools & plants, water, electricity, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

17. The competent authority on behalf of V.C. MVDA'S does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected. The public enterprises who avails benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
18. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
19. The competent authority on behalf of V.C MVDA'S reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
20. The contractor shall not be permitted to tender for works in the M.V.D.A (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the MVDA. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
21. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Govt. Service without previous permission of the Govt. of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service.
22. The tender for the work shall remain open for acceptance for a period of Ninety (90) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Govt. shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
23. The Notice Inviting Tender shall form a part of the contract document. The successful Tenderer / Contractor, on acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of: -
  - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

#### REGARDING MATERIALS

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

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

#### LABOUR REGULATIONS

42. The contractor will have to follows all existing rules and regulations of the Govt. and labour department regarding the labour employed by him without entitling him for any extra claim on this account.
43. The contractor shall be responsible for the damages done to any property or injury to any person whatsoever caused by him or anybody in his employment or caused in consequence of his work. He will indemnify and keep the Govt. indemnified against claims demands proceedings charges. Cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages. The contractor shall take a necessary precaution for the safety of his employees in the work and shall comply with all applicable provision of safety laws and building codes. Prevent accident or injuries to persons on the work.

## EXECUTION OF WORK

44. All drawings and designs will be supplied according to the necessity of the particular work and the contractor will not have any claim for compensation in case of late supply of necessary design drawings.
45. For carrying out the work the contractor shall be provided with one set of working drawing. Additional copies if required will be supplied to him on payment of additional charges as decided by Engineer-in-charge.
46. The contractor shall be wholly responsible for setting out the works and for the corrections of the positions levels dimensions & alignment according to the plan/drawing including all necessary instruments pegs poles, pillars etc. and other material required for the purpose to the satisfaction of E/I.
47. The work shall be executed as per program drawn by contractor and approved by the E/I. If part of the site is not available due to any reason the program of the contractor shall be modified to suit the available site and the contractor shall have no claim for any extra compensation on this account. If the contractor does not give the programmed for execution of work at the time of signing of agreement, the E/I will give his own programmer and PERT CHART which will be binding on contractor and shall become part of the agreement.  
The contractor will be required to give his fortnightly progress E/I per said PERT CHART. The progress on PERT/ BAR CHART shall be attached to the bills submitted by the contractor duly signed by him on monthly basis which will be verified by E/I. The contractor will be required to furnish weekly category wise labour report also.
48. If the Engineer-in-charge, MVDA shall find that the work progress is slow and feels that the work will not be completed in the time specified, then the Engineer-in-charge, Mathura-Vrindavan Development Authority, shall order the contractor to work day and nights, and/ or on holidays and the contractor shall obey these orders without objection or request for compensation. No compensation whatsoever shall be paid on this account.
49. In the event of working at night, the contractor shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of the Engineer-in-charge, Mathura-Vrindavan Development Authority. Any order or approval issued under this clause by the Engineer-incharge, Mathura-Vrindavan Development Authority, shall not relieve the contractor from or diminish his obligation under the contract.

## CONTRACTORS SUPERVISORY STAFF

50. Within fifteen days of the registration of the contract bound the contractor shall have to notify in writing the names of his two authorized Representatives. One of them will always be available at the site of work to receive technical order & the other for instruction for issue of materials and other miscellaneous works. The contractor shall be fully responsible for the order received by his representative or the materials received by his representatives.
  51. The contractor shall provide sufficient supervision to the work using the skill & attention. He shall deploy following experienced engineer on the work throughout its currency.
- 

Works costing more than Rs. 40.00 Lacs One diploma Engineer  
And up to 50.00 Lacs

|  |   |
|--|---|
| Works costing between Rs. 50.00 to 150.00 Lacs | One Graduate Engineer<br>One Diploma Engineer |
|--|---|

|   |   |
|---|---|
| Works costing between Rs. 150.00 to 500.00 Lacs | Two Graduate Engineer<br>Two Diploma Engineer |
|---|---|

|                                    |   |
|------------------------------------|---|
| Works costing between Rs. 500 Lacs | Two Graduate Engineer (Civil//Electrical) |
|------------------------------------|---|

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

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

#### WORK TO BE DONE AS PER SPECIFICATIONS:

53. The specifications to be follows for the execution of the works shall be:
- The latest MORTH/CPWD/PWD specifications for works with correction slip upto date of receipt of tender.
  - Relevant BIS standard for work not covered by the above.
  - Material bearing BIS Mark shall be given first preference for use in works. For all articles without BIS marks the quality shall be judged by the relevant BIS specifications.
54. The Bill of Quantities is to be read in-conjunction with the Form of tender drawings conditions of contract specifications as these documents are jointly explanatory and descriptive of the works included in contract. In case of contract amongst description of the items(s) specifications conditions and drawings, the following order of precedence shall be followed.
- Provision as per description of items(s)
  - Provision in special conditions of contract.
  - Provisions in specifications.
  - Provision in drawings.
  - In absence of above the decision of Engineer-in-charge shall be final & binding.

#### INSPECTION OF WORK:

55. All works under or in course of execution or executed in pursuance of the contact shall at all times Be open to the inspection and supervision of the E/I. and other Authority Officials at all times during the usual working hours all other times, if notice for the inspection of site by the E/I or any other official is given to the contractor should either himself be present to receive orders and instructions or a responsible authorized agent be present for that 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 E/I. or their official for which no payment shall be made to the contractor.
- The Engineer-in-Charge Mathura-Vrindavan Development Authority shall have the right to Inspect the work and related documents either through their authorized officers or any agencies appointed for such purpose as and when the need is felt in order to assess the work progress, the quality of material used in the construction and satisfaction execution of the work the contractor shall carry out the instructions issued in pursuance of the above inspections.
56. 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 with by the contractor or in his absence by his authorized representative or agent & in such case it will be presumed the same have been conveyed to him in time.



#### VARIATIONS:

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

#### RATE:

58. In giving their rates the Tenderer should take into account all fluctuations of the market. as no claim shall be entertained on this account during the acceptance of the tender and currency of the contract.

59. The tendered rates shall be for all completed items of the work & shall include all quarry royalties, testing, screening, tools and plants, railway freight, carriage of materials to site, stacking & removal charges of any rejected materials and municipal taxes, octroi etc. and all other taxes in force from time to time.

60. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution (Forty Sixth Amendment) Act. 1982 if any further tax or levy is imposed by State, after the date of receipt of tenders, and the Contractors thereupon necessarily and properly pay such taxes/levies, the contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of CE (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.

i) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative or Government and further shall furnish such other information/ documents as the Engineer-in-charge may require.

ii) The contractor shall within a period of 30 days of imposition of any further tax or levy. Pursuant to the constitution (Forty Six-Amendment) Act 1982 give a written notice thereof to the Engineer-in-charge may require.

iii) No escalation on any account shall be paid.

61. Rates quoted shall be considered to be **for all height unless specified** otherwise.

#### PAYMENT:

62. The contractor shall submit monthly running bills to the Mathura-Vrindavan Development Authority for the work completed by him during the month. The Engineer-in-charge Mathura-Vrindavan Development Authority shall check the bill and 75% payment shall be made for the certified amount within 15 days of submission of bill, balance amount due against this bill shall be released after the same is cleared by the Mathura-Vrindavan Development Authority. Security deposit recovered reaches the total figure outlined in clause 1. of General condition of the contract. The certificate of the Engineer-in-charge, Mathura-Vrindavan Development Authority regarding the sum payable against bills shall be final and conclusive.

63. Any claim, during the period of contract will be submitted in writing within the currency of the contract bond failing which the claim shall not be entertained.

64. The contractor shall sign "No claim certificate" on running bills and in case of any claims or extra item he must mention the item and rate and Quantity. specifically otherwise no claim shall be entertained later on. Payment of claim shall only be made as within decided by the competent authority in Mathura-Vrindavan Development Authority.

65. GST with surcharge shall be deducted on the gross amount of the work done for all the payments made to the contractor according to the provision of GST modified from time to time.

66. The Contractor shall submit a certificate along with each bill that full labour payment has been made by the contractor till the end of the preceding month.

67. The provision of an item in the bill of quantities will not entitle payment for the same in case forms part of any other item as per specifications, Special conditions of contract through the same may have not been specifically described in the description of the item(s).

68. The Contractor shall have to sign FARKHATI at the time of final bill.

#### SECURED ADVANCE/MOBILIZATION ADVANCE :

69. No mobilization advance shall be paid for this work.

#### ABNORMALLY HIGH/LOW RATES

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

#### THEORETICAL CONSUMPTION OF MATERIAL

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

Maximum permissible percentage

2% (Two percent)

For all works

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

The cost of 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 two times of issue rates.(If Applicable)

#### CO-OPERATION WITH OTHER AGENCIES

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

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

#### MISCELLANEOUS

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

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

76. The contractor shall at all times keep the premises free from accumulated waste material or rubbish caused by his employees on the work and on completion of the work he shall clear away whole site of such material and fill up the borrow pits made by him. He will leave whole of the site and works clear in a workmanlike manner. Nothing extra shall be paid to the contractor for this clearing up. The contractor shall maintain and keep the area in agreed sanitary condition which is used by men engaged in the work by him He shall remove and clear all structures etc, Which may have been set up by the Contractor for accommodating his labour on the completion of the work to the satisfaction of the Engineer-in-charge, (Mathura-Vrindavan Development Authority, Mathura).

77. In case of any dispute the decision at V.C., Mathura-Vrindavan Development Authority shall be final & binding on the contractor.

78. No claim for the interest will be entertained by the Mathura-Vrindavan Development Authority in respect of the deposits mentioned in the contract or in respect of any money or balance which may be in their hands owing to any disputes between the MVDA and. the contractor or in respect of any delay on the part of Mathura-Vrindavan Development Authority.

79. The contractor shall have to make arrangements at his own cost for temporary accommodation for the office staff and the labourers residence at the site of work. Suitable area of land shall be earn

marked to contractor to put the labour Camp. Contractor shall however be responsible to hand over the site to Mathura-Vrindavan Development Authority duly cleared from all encumbrance immediately after completion of work failing which completion certificate of the contract shall not be issued.

80. Stamp duty will be paid as per rule / order.

81. Provision of NGT Act, 2010 and Directions issued time to time by Green Tribunal will be binding to the contractors.

EXECUTIVE ENGINEER  
MATHURA-VRINDAVAN DEVELOPMENT AUTHORITY,  
MATHURA

# Mathura-Vrindavan Development Authority

## GENERAL CONDITIONS OF CONTRACT

- 1) The 'Contract' means the document forming the bid and acceptance thereof and the formal agreement executed between the VC, Mathura-Vrindavan Development Authority and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form the 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 or permanent and whether original, altered substituted or additional.
  - (b) The 'Site' shall mean the land and/or the other places on, into or through which works are 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 or 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 'Vice Chairman' shall mean the Vice Chairman, Mathura-Vrindavan Development Authority, his successors or assignees.
  - (e) The 'Engineer-in-Charge' shall mean the Executive Engineer or the Assistant Engineer who shall supervise and in charge of the work.
  - (f) The 'Executive Engineer' shall mean the Executive Engineer, Mathura-Vrindavan Development Authority and in charge of the work.
  - (g) The 'Assistant Engineer' shall mean the Assistant Engineer, Mathura-Vrindavan Development Authority and in charge of the work.
  - (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 'Authority' shall mean Mathura-Vrindavan Development Authority, words imparting the singular number include the plural number and vice versa.

### **CLAUSE 1:**

#### **Security Deposit**

The Contractor shall permit MVDA at the time of making any payment to him for work done under the contract to deduct 10% of all money as payable on account of security deposit until such deduction **as** along with the sum already deposited as earnest money will amount to 10% of the estimated cost unless he is/they are exempted from payment of security deposit on individual case or has/ have deposited the security at rates mentioned above in cash 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 Twelve 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 **Twenty four months** of the completion of the work 75% of the amount of the security money can be refunded with the prior approval of the Vice Chairman.

All compensation or other sum of money payable by the Contractor to Authority 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 Authority 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.

## **CLAUSE 2:**

### **COMPENSATION FOR DELAY**

The time allowed for carrying out the work as entered in the bid 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 or such smaller amount as the Executive Engineer on behalf of the Authority (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work shown by the bid for every day that the work remains un commenced 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 \_\_\_\_ Days from the date of written order to commence the work, one half the value of the work within \_\_\_\_ Days from such date and three fourth the value of the work within \_\_\_\_ Days 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 amount as the Executive Engineer on behalf of the 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 the Executive Engineer on behalf of the 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 relevant clause.

## **CLAUSE 3:**

### **Action When whole of security deposit is forfeited**

1. The officer accepting the contract on behalf of the Authority 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:
  - a) If the Contractor having been given by the Engineer-in-Charge a notice in writing 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 for a period of seven days thereafter.
  - b) If the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding), he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 7 Days from the Engineer-In-Charge.
  - c) If the Contractor being individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if trust deed be executed by him for benefit of his creditors.
  - d) 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 if circumstances shall arise which entitle the court or creditor to appoint a receiver or Manager or which entitle the court to make a winding up order.
  - e) If the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in Sub Clause (a) above.
  - f) If the Contractor commits any facts mentioned in Clause 21 hereof.
2. When the Contractor has made himself liable for action under any of the cases aforesaid the officer accepting the contract on behalf of the Authority 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 Authority.
  - (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 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 Authority.

- (ii) To employ labour paid by the department and to 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 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 Authority are less than the amount, payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- (iii) After giving notice to the Contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be unexecuted out of his hands and to give to another contractor to complete the work. 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 Authority 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. The contractor, whose contract is determined as above, shall not be allowed to participate in the bidding process for the balance work
- (iv) In the event of any one or more of the courses mentioned above being adopted by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons 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 the 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 Authority 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 Authority 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 on account of which he desires such extension as aforesaid, and the Assistant Engineer shall if in his opinion reasonable grounds be shown therefore recommend such extension of time if any, as may, in his opinion be necessary or proper to the Executive Engineer (whose decision shall be final). Provided always that if the contractor continues to perform the work beyond the date of completion or the extended date, as the case may be without obtaining approval for extension as aforesaid the right of the Authority to claim compensation under Clause 3 shall not be deemed to have been waived.

#### **CLAUSE 6:**

## **Final Certificate**

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 of the Authority 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.

Within 15 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 defects pointed out above have 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 then approved and passed by the Executive Engineer 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 given a week to file objection to the measurements recorded by the Authority**

Before taking any measurement of any work as has been referred to in Clause 6, 7 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 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 bid or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the bid at the rates thereafter provided for such work.

### **CLAUSE 11:**

#### **Store supplied by Authority**

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 every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every 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 PWD/CPWD specifications for building and PWD/MoRTH specifications for roads enforced from time to time or any other printed publications on general specifications referred to elsewhere in the contract.

### **CLAUSE 13:**

#### **Alterations 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 and instructions that may appear to him to be necessary during the progress of the work and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which 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 alteration**

The time of the completion of the work shall be extended in the proportion the altered, additional or substituted work bear 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.

- a) 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.
- b) If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work nor can be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in the PWD/CPWD/MORTH SCHEDULES of rates excluding the cost of cement and steel -minus/plus percentage which the total tendered amount bears to the. Estimated cost of the entire work out to tender.
- c) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in such clauses (i) to (ii) above then the rates for such work shall be worked out on the basis of the Schedule of rates of the PWD/CPWD /MORTH schedules above minus / plus the percentage with the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part of parts of the item is not in the Schedule of Rates the rate for such part or parts will be determined by the officer accepting the contract on behalf of GDA. Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- d) If the rates for the altered, additional or substituted work cannot determine the manner specified in such Clauses (a) to (c) above then the rates for such work shall be worked out on the basis of the prevailing market rates when the work was done.
- e) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (a) to (d) 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 Authority 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 Authority 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 Authority 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 (a), (b), (c) and (d) shall be worked out by the officer accepting the contract on behalf of the Authority.

#### **CLAUSE 14:**

##### **No compensation or alteration in or restriction work to carried out**

If at any time after the commencement of the work the Authority for reason whatsoever not require the whole work or part work thereof as specified in the bid 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 Vice Chairman 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 Vice Chairman 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 notwithstanding 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:**

##### **Acceptance of sub-standard work and causing technical examination of work**

The Authority 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 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 the Authority 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 Authority to the Contractor.

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 Authority and such reduction is binding on the Contractor.

#### **CLAUSE 17:**

**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:**

##### **Notice to be given before work is covered up**

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 otherwise 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.

#### **CLAUSE 19:**

##### **Contractor liable for damage done & for imperfections for 12 months after certificate**

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 **Twelve 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.

#### **CLAUSE 20:**

##### **Contractor to supply plant, ladders, scaffolding etc.**

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

#### **Damage arising from Non Provision of Light, Fencing etc.**

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 defense 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 CE . The terms of such issue shall 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 Authority and if the Contractor shall assign or sublet 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 any of his servants or agents to any public office or person in the employment of Authority in any way relating to his office 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 Authority 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 Authority 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 clause 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 Authority from time to time for the protection of health and sanitary arrangements for workers employed by the department and its Contractor.

## **CLAUSE 27:**

### **Maternity benefit rules for female workers employed by Contractors**

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

#### **(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.

#### **(II) 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 Authority's 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 Authority 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 tendered cost of the work. 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.

### **4. Site**

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

### **5. Disposal excreta**

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.

### **6. Drainage**

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

### **7. Light**

The Contractor shall make necessary arrangements keeping the camp area sufficiently lighted to avoid any accident to the workers.

### **8. Sanitation**

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.

## **CLAUSE 29:**

### **Sum payable by way of compensation to be considered in 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 Authority without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

## **CLAUSE 30:**

### **Change in constitution of Firm**

In the case of a bid 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.

**CLAUSE 31:**

**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.

**CLAUSE 32:**

**Protest**

(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.

(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.

(c) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and to the quality of workmanship or materials used in the work or as to any other question, claim, right or rates for extra items sanctioned and decided or not by the competent authority under the conditions, of this contract matter or thing whatsoever in any was arising out of or relating to the contract designs, drawings, specifications, estimates, instructions or order on these conditions or otherwise concerning the work or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person or persons appointed by the VC, MVDA. 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 VC 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 VC as aforesaid/shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall to the arbitration proceeding under this clause.

The sole arbitrators shall be appointed by the VC, MVDA.

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 Mathura, 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:**

**Arbitration**

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 VC 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 VC 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 VC 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 award.

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

#### **CLAUSE 34:**

##### **Action where no specification is given**

In the case of any class of work for which there is no specification in the contract or such work shall be carried out in accordance with the detailed PWD/CPWD/BIS/IRC/MORTH 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.

#### **CLAUSE 35:**

##### **Contractor's percentage**

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

#### **CLAUSE 36:**

##### **Whether applied to net or gross amount of bills (strike out this clause of an item rate contract)**

- (i) In every case in which by virtue of the provision of section 12 subsection (i) of Workmen's Compensation Act, 1923, Authority 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. Authority will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of Authority under section 2 sub section (2) of the said Act.
- (ii) Authority 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 Authority from the Contractor whether under this contract or otherwise
- (iii) Authority 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 Authority full security for all costs for which Authority might become liable in consequence of contesting the claim.

#### **CLAUSE 37:**

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 38:**

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 39:**

Without prejudice to any other remedy provided, MVDA may recover all dues hereunder agreement from the Contractor as

arrears of land revenue.

**CLAUSE 40:**

The contractor shall follow the guidelines/orders issued by National Green Tribunal time to time.

**CLAUSE 41:**

The contractor shall deploy all supervisory staff including technical staff at site during execution of work as mentioned in eligibility criteria. for every breach of this, contractor shall be liable to pay by way of liquidated damage such sum not exceeding Ten Thousands as Engineer-in-charge may fix and recover such by deduction from any sums, which may be due to may at any time there after become due to contractor.

**CONTRACTOR**

**OFFICER INVITING TENDER**



# **CIVIL Works & Lift**

## **Specifications and Quality Control**

# **CIVIL**

## **SYSTEM OF CHECKING / STAGE PASSING REGISTER**

Following format is proposed for stage passing register for under mentioned works.

### FOR BM/DGBM/SDBC/BC WORKS

| Sl. No. | Date | Location (Road Chainage) (m) | Layers Material (BM/DGBM/SDBC/BC) | Remarks/ Major Observations Authority | Signature of Representative Contractor |
|---------|------|------------------------------|-----------------------------------|---------------------------------------|--|
|         |      |                              |                                   |                                       |  |

1. For each road separate page will be made which will be used for both MB / AC work on that road.
2. Items to be checked for passing a stage are as under:  
On the day of laying (At plant site):
  - a) Gradation of aggregate mix.
  - b) Bitumen content (c) Temperature of bitumen in tank (d) Arrangement for adding filler in BC/SDBC mix, at hot mix plant.Preparation of existing surface:
  - a) Cleaning of existing surface.
  - b) Quantity of tack coat.At the time of laying:
  - a) Thickness (loose) - random
  - b) Temperature of bituminous mix (if found less or excess to the specified temperature on some date, it will be noted on stage passing register).After one day of laying:
  - a) Field density
  - b) Thickness (compacted)
  - c) Camber.

### A. FOR M.S.S. WORKS

| Sl. No. | Date | Road/Change (m) | Major Observations / Remarks | Remarks/ Major Observations Authority | Signature of Representative Contractor |
|---------|------|-----------------|------------------------------|---------------------------------------|--|
|         |      |                 |                              |                                       |  |

1. For each road separate page will be made.  
On the day of laying (At plant site)}-1
  - a) Gradation of aggregate mix.
  - b) Bitumen contentPreparation of existing surface:
  - a) Cleaning of existing surface.
  - b) Quantity of tack coat.At the time of laying
  - a) Thickness (compacted)
  - b) Camber

B. FOR SUB GRADE –GSB/WMM/WBM LAYERS:

| Sl. No. | Date | Road/Change (m) | Major Observations / Remarks | Remarks/ Major Observations Authority | Signature of Representative Contractor |
|---------|------|-----------------|------------------------------|---------------------------------------|--|
|---------|------|-----------------|------------------------------|---------------------------------------|--|

Sub grade:

Thickness of sub grade will be treated as 24/30 cm. (to be laid in two layers). For each road. Separate page will be made for all three (2) sub-grade layers.

WBM/WMM layers:

1. All test of gradation w.r.t. any layer of WBM/ WMM soling shall be recorded on separate pages. Each page allotted to one road only. Record will be date wise.
2. All result (both conforming / not conforming) shall be noted on stage passing register.
3. All results will be mentioned in respected DIR..

FOR CULVERT / RCC WORK: -

| Sl. No. | Date | Stage                       | Location (Road No. Change etc.) | Major observation / Remarks   | Signature of Representative |           |
|---------|------|-----------------------------|---------------------------------|---|-----------------------------|-----------|
|         |      |                             |                                 |   | Contractor                  | Authority |
| 1.      |      | Completion of shuttering    |                                 | If not approved give details  |                             | JE        |
| 2.      |      | Completion of reinforcement |                                 | a) barsdia& No.<br>b) Tying at each "J"<br>c) Use of cover blocks<br>d) Use of Chairs             |                             | AE        |
| 3.      |      | Concrete                    |                                 | a) Mixing hand<br>Mixing<br>Mechanical Mixing<br>b) Strength (cone cubes)<br>c) Readymix concrete |                             | AE        |

1. Sewer Work:  
Cradle width / thickness of concrete and slope shall be checked by AE.
2. Drain work: Lean concrete / bed slope to be checked by AE.

# **PROCEDURE OF WORKING AT SITE**

## **1. EARTH WORK:**

- i) Road sections be divided into sections which can be compacted by a roller for 20 cm. thickness.
- ii) Break clods, size of coarse material in the mix of earth shall not exceed 75mm when used in the embankment and not exceeding 50mm when used in sub-grade.
- iii) Truck loads of good earth shall be brought at site and spread uniformly in 20 cm. layer every day.
- vi) Add water if required to attain OMC
- v) Roll the earth to attain 95% of max dry density.
- vi) Repeat the operation for the next layer.

## **2. PREPARATION OF SUB-GRADE:**

- i) Mark the concrete of proposed black to road at 10 m. intervals.
- ii) Fix bricks or any other mark at center as per the formation level. .
- iii) Fix the transverse levels on either side of cross section of carriage way considering the width and camber of 2.5%.
- iv) Dress up the carriage way as per the grid of pegs/ bricks, burred in the sub grade to have the carriage way as per required levels and grades.
- v) Raise shoulders to height of lose stone aggregate so as to contain the stone aggregate.
- vi) a. In case of earth work in filling is being done in layers of 20cm thickness; the compaction must be done with heavy machinery such as road roller of 8 ton or above capacity with vibratory roller 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 ton capacity or above as required with site condition. 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.

## **3. GRANULAR SUB-BASE:-**

After the sub grade layer is finished checked and approved, the G.S.B layer of specified thickness is laid in layers as per specifications. The layers are compacted to the required field density at OMC for each layer. The gradation is checked as also the field density at regular intervals.

All spreading work is carried out by motor graders achieve proper line and gradients which is meticulously checked by the camber plate of 3 m straight edge by the (Supervision consultant if required) simultaneously the level are constantly checked with leveling instruments.

## **4. WET MIX MACADAM:-**

The construction process of wet mix macadam involves the following sub activities.

- i) Production of aggregates is required size.
- ii) Proportioning of aggregate and mixing with water.
- iii) Transportation of mix.
- iv) Spreading and laying.
- v) Compaction.

The whole process should be such that methods adopted and equipment used meet the laid down requirements of end result specification in respect of sized and grading of aggregates. Optimum moisture content, proper mixing laying in uniform thickness to the correct profile and requires compaction.

Note: - on order to obtain uniform WMM material using batch type mix plant.

The mix design as per the gradation specified shall achieve at the plant, calibrations of the plant finalized and the mix again tested for the parameters as per specification. The trial stretch shall constructed for WMM layers, which shall be laid inti two layers of 150 mm thickness use a mechanical paver and rolled with vibratory compactors to achieve the required field density. The required testing shall continuously carry out for density and grade. After the consolidation of WMM the pavement shall be allowed to dry and set before

the next pavement layer is laid over it. As per latest IRC code.

4. WATER BOUND MACADAM:

- i) Consolidation of stone aggregate.  
Make profiles as per camber with loose stone ST 10m. interval longitudinally.
- ii) Spread the Stone age. To required, levels and grades dress and roll from edges to center. Do not allow spreading to a length more than that could be compacted during next 3 days.
- iii) The filler shall be applied at a slow and uniform rate (in three or more applications), not dumped in piles so as to ensure filling of all voids. Dry rolling and bromine shall accompany this. These operations shall continue until no more screening can be forced into the voids of the coarse aggregate.
- iv) The surface shall be copiously sprinkled with water, swept and rolled.
- v) After the consolidation of WBM. the pavement shall be allowed to dry.
- vi) And set before the next pavement layer is laid over it.

4. BITUMINOUS WORKS :

- i) Bituminous works shall include mix seal surfacing. Bituminous macadam and asphaltic concrete.

I) APPLYING TACK COAT:

The surface shall be cleaned of dust/dirt with the help of wire brushes. kolchi etc. at a time area of one tipper shall applied in the tack coat.

A) At Hot Mix Plant :

Check for grading of material. quantity of asphalt temp. of mix as per jobmix formula.

B) Laying:

Laying shall not be taken up during rainy season. when the base course is wet or when atmospheric temperature is less then 10C Centigrade.

- II) The screened shall either have heating arrangement or shall be heated from our side before laying of mix.
- III) Longitudinal joints and edges shall be constructed true to the delineating line parallel to the centre line of road.
- IV) Thickness of the Macadam :  
To attain the average thickness of the macadam (MB or AC), weight of the mix in the truck is divided by density. width or the strip, depth (compacted) to obtain length of BM/Ac in that particular tipper. This is now required depth can be practically achieved in the field.
- V) Roll till there are no wheel marks on the surface.

TOLERANCES FOR SURFACE REGULARITY :

| Sl. No. | Type of construction                               | Longitudinal Profile (mm) | Cross Profile (mm) |
|---------|--|---------------------------|--------------------|
| 1       | sub-grade (earth)                                  | 24                        | 15                 |
| 2       | sub-grade (granular / stabilize / over size) (WBM) | 15                        | 15                 |
| 3       | WBM hase/ BUSG                                     | 12                        | 8                  |
| 4       | Premi carpet, mix seal, BM semidense               | 10                        | 6                  |
| 5       | Asphaltic concrete                                 | 8                         | 4                  |

Note: With 3 meter straight edge.  
Under camber template  
There are restrictions on the number of undulations of different sizes that ca ..... our in given length. For more details, see IRC : SP-11

# **SPECIAL CHECKS DURING EXECUTION**

Special checks during execution stage of roads, for Various activities of construction

## **1. EARTH WORK IN EMBANKMENT**

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

## **2. PREPARATION OF SUB-GRADE:**

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

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

## **5. WATER BOUND MACADAM (WBM) :**

Special attention on following points construction:

- i) Arrangements for lateral points confinement of aggregates must be provided. This conveniently be done by raising the shoulders in stages equal in thickness each layers of WBM.
- ii) Do not allow spreading of coarse aggregate to a length more than that could be compacted during the next 3 days.
- iii) Dry roll the aggregate thoroughly correct the high/low spots. Complete rolling indicated by a loose stone piece getting crushed under the roller with out sinking.
- iv) Rolling should start from low edges and progress gradually towards higher points. Each roller pass should overlap half the width of the earlier pass.
- v) After rolling aggregate (ballast) apply screening (filler matter) in thin layers in operations at slow rate. The binding material should be dry and the objective should be to drive in as much binder as possible to fill up all the voids of the aggregate. Dry roll should be continued as the screenings are applied.
- vi) Sprinkle the surface with water, sweep and roll. Avoid too much water that can soften the sub grade.
- vii) Continue rolling til full compaction is achieved.
- viii) PL. of filler material should be up to 6%.

# QUALITY CONTROL FOR ROAD WORKS

## 1. TOLERANCES IN SURFACE LEVELS:

|      |                        |             |
|------|------------------------|-------------|
| i)   | Sub-grade              | 20mm - 25mm |
| ii)  | Sub base (flexible)    | 10mm - 20mm |
| iii) | Base coarse. (flexible |             |
|      | a) Bituminous coarse   | 6mm - 6mm   |
| iv)  | Other than bituminous  |             |
|      | a) Machine laid        | 10mm - 15mm |
|      | b) Manually            | 15mm - 10mm |

## 2. TEST ON EARTH WORK FOR EMBANKMENT:

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

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

## CONTROL TESTS FOR BITUMINOUS WORKS

- (1) Tack coat.  
As directed by Engineer-in-charge
- (2) Quality of binder  
Both at plant and at the time of application tack coat
- (3) Rate of spread of binder to be adjusted as per the yards stick, at regular intervals (one hour)

## 3. BITUMINOUS MACADAM:

- i) Aggregate impact value One test per 50 M3 of aggregate (max. 30%)
- ii) Flakiness index elongation index of aggregate - One test 50 cum of aggregate (max 30%)
- iii) Grading of aggregates - Two tests per day plant both on the individual constituents and mixed aggregate from the dryer. (As per job mix formula).
- vi) Water absorption of aggregate - Initially one set of 3 representative specimens for each source of supply (max. 2%)
- v) Binder content - Periodic subjects minimum of two tests per day per plant. (as per job mix).
- vi) Control of temperature of binder at regular close intervals says one hour and aggregate for mixing and of temp. of binder at the time of mixing shall the mix at the time of laying and be between 150c to 163c provided that rolling the difference in temperature between binder and aggregate at no time exceeds 14c the discharge temperature of mix shall between 130c to 160c rolling operations shall be completed in every respect before the temperature of mix falls below 100c.
- vii) Rate of spread of mixed material regular control through checks of layer thickness.

## 4. ASPHALTIC CONCRETE:

- i) Aggregate impact value - One test per 50cum of aggregate (max. 30%)
- ii) Flakiness index and elongation index of aggregate - One test per 50cum of aggregate (max. 30%)
- iii) Stripping value initially - One set of 3 representative specimens for each source of supply. Subsequently when warranted by changes in the quality of aggregate. (Minimum retained coating 95%)
- iv) Water absorption - Do (max. 2%)

- v) Mix grading - One set of test on individual constituents and mixed aggregate from the dryer for each 400 tones of mix subjects to a minimum of two tests per plant per day (As per job mix design)
  - vi) Stability of mix for each 400 tonnes of mix produced a set of 3 marshal specimens to be prepared and tested for stability flow value density and void content subject to a minimum of two sets being tested per plant per day.  
(Marshal stability not less then 820 Kg.)
  - vii) Control of one test of each 400 tones of mix subject and gradation of mix. To a minimum of two tests per day per plant. Temperature controls same as that for 8M.
  - viii) Rate of spread of mixed material.  
(Regular control and through checks on the weight of mixed material and layer thickness)
  - ix) Density of compacted layer - One test per 250 sqm. of area.
5. A. In case of earth work in filling is being done in layers of 20cm thickness; the compaction must be done with heavy machinery such as road roller of 8 ton or above capacity at the optimum moisture content. The dry density must be achieved to the extent or not less than 95% of proctor's density. If compaction is achieved to the desired density no deduction shall be made from the measured cubical content.
5. B. In case of ptery (shoulder of road) the compaction should be done with road roller of 8 ton capacity. However, 95% proctor's density at optimum moisture contents is not necessary. The deduction of this area must be made @10% on the measured cubical content of compacted earth.
6. For cement storage at work site, double lock system will have to be followed.
7. 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.
8. Quantity for payment shall be considered only on the theoretical quantity (Based on Proposed formation level) or the actual quantity (based on actual finished level) whichever is less.
9. In case it is found that the bid as submitted forged/fictitious documents along with the bids, his offer will be cancelled and earnest money will be forfeited. Also the Contractor can be black listed for bidding for MVDA work.
9. Ultratech, Ambuja, Bangur, Binani, Birla, Shakti & J.K., L&T, CCI, ACC, JP, Shree or approved by competent authority, make OPC gray cement shall be allowed to be used in the work.
10. The reinforcement steel shall be provided from the reputed manufacture like SAIL, TISCO, RINL, Shyam Steel 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. |
|---|----|----------|----|----|----------|

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

| <b><u>Type of Mix</u></b> | <b><u>Minimum Density</u></b> |
|---------------------------|-------------------------------|
| B.M                       | 2.20 gm/cc                    |
| D.B.M                     | 2.36 gm/cc                    |
| B.C                       | 2.36 gm/cc                    |

The job mix formula of bitumen mixes shall be determined from the following test houses which are indicative only for which prior approval of E/I is necessary.

- (a) CRRI, Mathura Road, New Delhi.
- (b) CPWD, ITO, New Delhi.
- (c) Shree Ram Institute of Industrial Research, University Road, Delhi.
- (d) I.I.T.Delhi, HauzKhas, New Delhi-110016
- (e) I.I.T. Roorkee, Roorkee
- (f) Delhi Test House, A-62/3, Karnal Road Industrial Area, Opp. Hans Cinema, Azadpur, New Delhi.
- (g) National Test House, Kamala Nehru Nagar, Ghaziabad
- (h) Ghaziabad Testing Laboratory Pvt.Ltd, Ghaziabad
- (i) Alpha Test House, Ghaziabad

## **SPECIFICATION**

The work shall be carried out strictly in accordance with.

- a) The latest UPPWD/ CPWD/Manufactures specifications for building works.
- b) Relevant Latest IRC standards for work not-covered under any Clause
- c) Material bearing BIS mark shall, be used in works.
- d) Non BIS material may be use only after the approval of the Engineer-in-Charge. in case BIS marked material is not available-or otherwise specified in the nomenclature of the item given in BOQ of the Tender document.

CONTRACTOR

EXECUTIVE ENGINEER

## **ADDITIONAL CONDITIONS for LIFTS**

(These Conditions would prevail over the general/special condition of contract)

- 1.0 General: -
- 1.1 This specification covers, manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operation of Lifts.
- 1.2 Location: The Lifts will be installed at M.V.D.A.Office, Mathura
- 1.3 The work shall be executed as per CPWD General Specifications for Electrical Works (Part- III, Lifts & Escalators-2003) as per relevant BIS and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above and in case of variations; specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read alongwith schedule of quantities for the work.
- 1.4 The tenderer should in his own interest visit the site and get familiarizes himself with the site conditions before tendering.
- 1.5 No T&P shall be issued by the Department and nothing extra shall be paid on account of this.
- 2.0 Commercial Conditions: -
- 2.1 Type of Contract: The work to be awarded by this tender shall be treated as indivisible works contract.
- 2.2 The tender will be opened by the Executive Engineer in the presence of the representatives of the tenderers who wish to be present.
- 2.3 In the tender document, there shall be no conditions whatsoever. In case any tenderer mentions any condition including conditional rebates in the Price Part, tender shall be rejected forth with. A tenderer will also not be allowed to withdraw or modify any condition at a time after the pre bid conference has been held and the decision to open the tenders has been taken by the department.
- 2.4 The department reserves the right to reject any or all the tenders and call for fresh Prices / Tenders as the case may be without assigning any reason.
- 3.0 Terms of Payment: -  
The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.
- 3.1 80 % after initial inspection and delivery at site in good condition on pro-rata basis.
- 3.2. 10 % after completion of installation in all respects.
- 3.3 5 % will be paid after successful Testing, Commissioning, Trial run and Handing over to the department for beneficial use.
- 3.4 Balance 5% shall be paid after 01 year maintenance period.
- 3.5 Security Deposit: Security Deposit shall be deducted from each running bill and the final bill to the extent of 10% of the gross amount payable. However, the maximum amount of security deposit will be 10 % of the tendered value. The Earnest Money deposited shall be adjusted against this security deposit. The security deposit shall be released on the expiry of guarantee period stipulated in the contract.
- 4.0 Rates: -
- 4.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes, duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including dismantling temporary constructional of storage, risks, over head charges, general liabilities/ obligations and clearance from local authorities. However, the fee for the Delhi Administration inspections shall be borne by the department.
- 4.2 The contractor has to carry out routine and preventive maintenance for a period of 12 months from the date of handing over. Nothing extra shall be paid on this account.
- 4.3 Octroi duty shall not be paid separately but octroi exemption certificate can be furnished by the department o demand. However, the department is not liable to reimburse the octroi duty in case exemption certificate are not honoured by the concerned authorities.
- 5.0 Completeness of Tender: -
- 5.1 All sundry equipment, fittings, unit assemblies, accessories, hardware items. Foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
- 6.0 Storage and custody of material: -

- 6.1 The Lift machine room may be used for storage of sundry materials and erection equipments or else the agency has to make his own arrangements. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.
- 7.0 Care of the Building: -
- 7.1 Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.
- 8.0 Completion of Period: -
- 8.1 The completion period of 6 Months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over i/c dismantling of the existing lifts system of the entire system to the satisfaction of the Engineer-in-Charge.
- 9.0 Performance Guarantee: -
- 9.1 The tender shall guarantee among other things, the following
- (a) Quality, strength and performance of the materials used.
- (b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- (c) Satisfactory operation during the maintenance period.
- 9.2 The successful tenderers shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 07 days of issued of letter of intent. This guarantee shall be in the form of government securities or fixed deposit receipt or guarantee bonds of any scheduled bank or the State Bank of India in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond. This bank guarantee shall be kept valid by the agency till the recording of completion certificate for the work by the competent authority.
- 10.0 Guarantee: -
- 10.1 All equipments shall be guaranteed for a period of 12 months, from the date of taking over the installation by the department against unsatisfactory performance and/or break down due to defective design, workmanship or material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final.
- 11.0 Power Supply: -
- 11.1 Electric service connection of 415 V, 3 phase, 4 wire, 50 Hz, Ac supply shall be provided by the contractor at its own temporary electric connection and Charge.
- 12.0 Water Supply: -
- 12.1 Water supply shall be made available by the department at one point.
- 13.0 Extra Manual and Drawing to be furnished by the tenderers: -
- 13.1 With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.
- 13.2 After award of work: The successful tenderer would be required to submit the following drawings within 15 days of award of work for approval before commencement of installation
- (a) All general arrangement drawing.
- (b) Details of foundations for the equipment, load data, location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction on support points in machine room, lift well etc.
- (c) Complete layout dimensions for every unit / group of units with dimensions required for erection purposes.
- (d) Any other drawing/information not specifically mentioned above but deemed to be necessary for the job by the contractor.
- 14.0 The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipments regarding installation, adjustments operation and maintenance

including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

- 15.0 Extent of work: -
- 15.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract.
- 15.2 Minor building works necessary for installation of equipments, foundation, making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc. as required.
- 15.3 Maintenance (Routine & preventive) for one year from date of completion and handing over.
- 15.4 The work is turnkey project. Any item required for completion of the project but left inadvertently shall be executed within the quoted rates by the contractor.
- 16.0 Inspection, Testing and acceptance: -
- 16.1 Initial inspection by the department at works: -  
The department will inspect the stores at the work of the contractor on the specific request from them the components are ready for inspection. The inspected material duly stamped and insured shall be dispatched to site by the contractor.
- 16.2 Testing: -  
The contractor shall perform testing as per CPWD General Specification for Electrical Works (Part-III Lifts & Escalators)-2003.
- 16.3 Inspection during Installation and Final Inspection: -  
The contractor shall arrange with department for checking and testing the installation as per CPWD General Specification for Elect. Works (Part-III Lifts & Escalators)-2003. Installation shall not be accepted until the department is satisfied its compliance with the requirement of the specification in all respect. After satisfactory compliance as above final report duly signed by the contractor and countersigned by the Engineer-in-charge shall be made before of completion as given in CPWD General Specification for Elect. Work (Part-III Lifts & Escalators)-2003. All instruments and materials required for testing shall be the responsibility of the Lift Contractor.
- 16.4 Trial Run Period: -  
After the satisfactory final inspection as stated in Clause 17.1 the contractor shall demonstrate the trouble free running of the lift installation for a period of not less than 30 days before the department takes over. During this period the lifts shall be kept either automatic or manual mode by the department. After the installation has been operated without any major breakdown during 30 days period, the lift shall be deemed to have run trouble free if the No. of break down during this period are not more than four calls excluding false calls and leveling defects.
- 16.5 Date of Acceptance: -  
Subject to the guarantee clause mentioned in Clause 11 date of taking over the installation after 30 days of trouble free operation as per Clause 17.4 shall be the date of acceptance. Any undue wear of components during the running in period shall be made good by the contractor free of charge.
- 17.0 Validity: -
- 17.1 Tenders shall be valid for acceptance for a period of 90 days from the date of opening of tenders.
- 18.0 Compliance with Regulation and Indian Standards: -
- 18.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular the equipment and installation will comply with the following: -
- (a) Factories Act.
  - (b) Indian Electricity Rules.
  - (c) BIS Standards as applicable.
  - (d) Workmen's compensation Act.
  - (e) Statutory norms prescribed by local bodies like CEA, NDMC etc.
- 18.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

- 18.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs.200.00 for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.
- 19.0 Indemnity: -
- 19.1 The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.
- 20.0 Erection Tools: -
- 20.1 No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.
- 21.0 Cooperation with other agencies: -
- 21.1 The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, and exchange freely all technical information s as to make the execution of this work/contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original conditions or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.
- 22.0 Mobilization Advance: -
- 22.1 No mobilization advance shall be paid for this work.
- 23.0 Insurance and Storage: -
- 23.1 All consignments are to be duly insured upto the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.
- 24.0 Verification of Correctness of Equipment at Destination: -
- 24.1 The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied and erected.
- 25.0 Painting: -
- 25.1 This shall include cost of painting of the entire exposed iron work after completion of the installation. All equipment shall be painted at the works before dispatch to the site.
- 26.0 Training: -
- 26.1 The scope of works includes the on job technical training of two persons of Department at site for handling the lifts, routine daily maintenance and rescue operations etc for a period of one week. Nothing extra shall be payable on this account.
- 27.0 Maintenance: -
- 27.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of three year from the handing over of the installation.
- 27.2 The maintenance, routine as well as preventive, for one year from the date of taking over the installation as per manufacturer's recommendation shall be carried out and the record of the same shall have to be maintained.
- 28.0 Interpreting Specifications: -
- 28.1 In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions: -
- (a) Schedule of quantities.
- (b) Technical specifications.

- (c) Drawing (if any)
- (d) General specifications
- (e) Relevant IS or other international code in case IS code is not available.

29.0 A separate supplementary agreement shall be made with the successful tender for sub-head-II of schedule of work i/c comprehensive maintenance for 5 years (optional item) after guarantee period of one year. The payment for comprehensive maintenance shall be made quarterly after the end of each quarter. If required but not mandatory

### **30. Special conditions for lift**

- 30.1 The Tenderer bears the liability of getting approval of proper commissioning and functioning of lift's and its appurtenances as per relevant I.S codes from the authentic agency as desired by the department before its handing over to authority.
- 30.2 Tenderers are supposed to inspect the site before tendering and do necessary accordingly as per BIS 14665 & BS codes and Indian Electricity ACT-1910 &1956.
- 30.3 The Vendor shall submit all relevant documents, certificates in order to comply Minimum Eligibility Criteria. These documents shall be authentic and duly certified wherever it is necessary. Copy of following documents should be submitted alongwith original tender
  - I. Should have their own manufacturing unit in India.
  - II. Should have local office cum service centre at Ghaziabad/Noida for providing prompt, post installation service.
  - III. Tenderer should have valid "A" class electrical contractor license. (From any state)
  - IV. tenderer should have valid registration with income tax department, GSTetc.
  - V. Should be an ISO:9001 Certified Company.

Executive Engineer

**Electrical Works**  
**Specifications and Quality Control**

# **For Electrical Works**

## **Additional Special Conditions Instructions and Important Notes"**

1. For Electrical works, approved 'A' category certificate of electrical safety directorate shall be necessary.
2. No extra cost for claim will be admissible for adopt in those special conditions / instructions mentioned in the following paras. These conditions should be thoroughly studied and taken into account by the contractor while tendering and signing the contract agreement.
3. All work should be carried out as per latest U.P. P.W.D./D.V.V.N.L., Authority specification laid down for external electrical work.
4. All the items, fixtures to be used on the work shall be as per drawing and U.P. P.W.D. / D.V.V.N.L./ AwasVikasParishad /specifications as mentioned and sample shall to be got approved by the E / L. Necessary drawings may be made available by the E/I.
5. The contractor must visit site and office and understand and e specifications of material of the works.
6. The Contractor shall only store such material at site which are to be used in the work. Material which are not to be used in the work or material of inferior quality shall not stored at site without the written permission of the E/I, MVDA is not bound to provide free storage or place to the contractor. The Contractor shall have to make his own arrangement at his own cost.
7. The Contractor shall remove all the defects till the works are handed over to Uttar Pradesh Power Corporation, Ltd. and he will cooperate and help him handing over the work.
8. The work shall be opened for inspection by Technical Audit Cell or any inspecting authority constituted by the MVDA and defects pointed out by them will have to be removed by the contractor at his own cost, within given, years of finalisation of the bond, In case the contractor fails to rectify those defects, actions for recovery of amount required for rectification of these defects shall however be taken by the Authority.
9. The contractor to whom is allotted may have to produce on demand by the MVDA purchase vouchers, challan etc. from the principal manufacturer or authorised dealer for verification of correct supply of material. The contractor will have to submit on demand the satisfactory test certificate of materials used in the works which shall be issued from the principal manufacturer of dealer.
10. The Authority is not responsible for arranging any material whatsoever and the contractor will have to complete the work within specified time with specified material, Non, availability of material delay .In arrival of the consignment shall not be entertained as an excuse for extension of time for completion of work.
11. The contractor shall submit drawings of the electrification work executed by him in detail on the layout plan in four copies before submission of the final bill.
12. The contractor shall take care that while constructing the lines and substations, the Indian Electricity Rules with latest amendments are following in general and specially in respect of clearances, sag and safety etc. The sagging shall be strictly as per 158 and to the entire satisfaction of the E/I.
13. Mode of measurement of conductor' and earth wire shall be by weight and will be calculated by measuring the distances from centre to centre of the pole and computing the weight of the conductor of that size and length by using standard table adding three percent (3%) extra which shall be allowed average, sag, jointing, binding and jumpering etc.
14. The portion of the building road, sewers, water lines etc. damaged during execution of the work shall be repaired properly to original finish by the contractor at his own cost the entire satisfaction of the E/I.
15. The successful tenderer / contractor will be fully responsible for any damage/ accident, caused to their labour any damage to third party or their property or MVDA property during execution of work.
16. In case of any dispute arising in execution o the agreement the matter will be referred to the concerning Superintending Engineer/CE of the MVDA for decision which will be final binding on the contractor.
17. The contractor will be responsible to obtain and submit necessary approval of the works executed by him from the concerned Electrical Inspector to U.P. govt. and to get the work energized and handed over to the U.P. Power Corporation Ltd. Necessary fee or charges as required will be paid by the MVDA on production of original receipt.
18. The contractor shall not without the consent in writing of the concerned Executive Engineer of MVDA sublet his contract than the raw materials.
19. The Contractor shall at all provide sufficient notice and caution board, lights and watchman etc. to protect, warn the public and grad the work at his own cost. Any damage or theft of line/ substation material shall



- be the liability of the contractor who will replace, rectify all such items at his own cost till the works executed by him are handed over to D.V.V.N.L. irrespective of payment has been made or not.
20. The contractor will also maintain first aid box etc. at the site of the work and also follow the relevant regulations of the labour laws.
21. (a) 80% payment of the works executed may be paid to the contractor as running payment.  
(b) 10% payment may however be released to the contractor after proper completion of the works to the satisfaction of the E/I.  
(c) Balance 10% payment may be released to the contractor after one month from the date of handing over works to DVVNL/ Nagar Nigam, Mathura-Vrindavan/Concerned Department/ Institute.
22. The Successful Tenderer will have to arrange the testing of material by the officer nominated by Chief Engineer, MVDA at manufacturer's premises prior to supply at site.
23. The Successful Tenderer will be responsible to obtain required permission from concerned department DVVNL/ Electrical Safety/ Nagar Nigam, Mathura-Vrindavan/ PWD/ Forest Department before starting the work. Required fee and charges will be paid by the MVDA.

## **Detailed Specifications of materials and Works for External Electrification**

1. General: These specifications cover the requirements for installation testing and commission in of over-head line for L.T., H.T. Lines.
2. Poles: Over head line shall be supported on poles normally L.T. Line shall be constructed on 8.5 Meters long P.C.C. Pole /8.5 to 9 Meters long & all steel. tubular pole as per UPSEB specification and is code joint 100X116 mm or Rail support, considering the factor of safety as well as minimum ground clearance as per! E.R. 1966 rule 76 & 77 respectively.  
For earthing G.I. wire no. 8 SWG shall be embedded with projecting length of 150 mm to 300 mm from top and 150 mm at 1350 mm from bottom. The pole shall conform to IS-1678-1960, SI-143-1960 and IS 450/1964 (least additional/revision).  
Two numbers holes of 18 mm dia for 'F' or 'L' Brackets shall be provided at the top of the pole the center 0 first hole shall be at a distance of 100 mm from top of the pole. The centre distance of two holes shall be 100 mm.

A part from above necessary lifting hooks may also be provided.

3. Erection: Normally  $1/6^{\text{th}}$  of the length of pole (minimum) shall buried in the ground. This length of the poles shall be coated with black bituminous paint (in case of steel poles). The Tubular poles shall be coated both sides internally & externally. The remaining portion of the pole Normally  $1/6^{\text{th}}$  to the length of pole (minimum) shall be buried in the ground.

This length of the poles shall be painted with one coat of red oxide on ils external surface. the pole shall be fixed over a stone paid of size 300X300X75 mm size Grouting shall be done by cement concrete in the ratio of 1:4:8 (1 cement, 4 fine 8 sand B.B.) not less than 20 cm thick layer around from the center of the pole. The foundation being continued up to 3 cm above ground feel from tea base of the support a tapered suitably into a collar. The foundation above the ground level will be finished by cement & fine sand moter in ratio of 1:4 (1 cement& 4 fine sand). The excavated portion shall be filled back with earth and consolidated properly using the water. The cement concrete foundation shall be cured properly (painting of pole & providing stone pad is not required for PCC pole)

4. Shackle Strap: It shall be galvanized steel of 130X32X3 mm /250X40X3 mm size with 18 mm dia holes for.
5. L.T. Insulator: The contractor shall be supported on shackle type insulators. The insulators shall be fixed directly on clamps. The minimum size of shackle insulator shall be 90 mm /115 mm dia and 75 mm /100 mm high. The shackle insulator shall be complete with G.I. bolts washers etc. confirming to IS: 1445-1066.
6. Guard: The guard wire shall be of 6 SWG G.I. wire and shall required breaking strength and current carrying capacity of ensure rendering deal line without risk of the faceting of guarded wire. Suitable nos. of geared wire shall be 2 Mt. away from the pole & the lacing.
7. Transformer/s/: Earthing shall generally be carried out in accordance with the requirement of Indian Electrical rule 1956 as amended from time to time and the relevant regulation of electric supply authority concerned.

S. Earthing A-G1 plate of 600X900X6mm size buried vertically for earthing with its top at least 6mm below the ground level or up to the water level which end comes earlier with two nos7/8

SWG G.I. earth wire connected with plate by means of G.I. nut bolts & washer from earth plate to the neutral of the transformer.

The earth shall be covered by 150 mm thick alternate layer of salt and charcoal around the electrode including the cost of all material T. & P. etc. required for proper completion of work

8. Stamp Set (a): Supply & erection of stay set all least 305 m away from the pole complete with G.I. 16 mm dia, and 18 meter long stay rod 162X152X7 mm anchor plate, thimble, stay clamp, stay insulator 18 mm double screw tighter 7/8 DWG G.I. stay wire etc. The grouting of the stay rod seal be done in cement concrete of size 30x30 cm. continued up to 1 meter in the ratio of 1:4:8 (cement, fine sand, brick blast) including fixing of stay clamp nut bolts & binding nuzzling and tensioning of stay wire etc.
9. Danger Board: It should be made of 14 SWG M.S. plate size 200X150 mm for 400 volts and 250X200 mm for 11 kv including drilling holes of suitable size for fixing the plate with suitable clamps/nut-bolts washer anti shall be fixed sheer ever specified at a higher of 3 m from ground.
10. Stone Pad: The size of stone pad shall be size 300X300X75mm.
11. Fly Stay: Fly stay shall consist of same size & section of pole for which fly stay is to be constricted and will be grouted in the same manner as the PCC/steel pole grouted and specified in the specification of pole including stay set (as specified with fixing of M.S. flat clamp 50X6 mm fly stay wire shall be size 7/8 SWG G.I. wire including two nos. Turn Bulcle, complete in all respect.
12. Double pole: The poles be a distance of 1800 mm centre/2 centre and the straight M.S. Channel be 100x50 mm 7.9 pm, 4M long for cross arm, also for guarding M.S. channel size not less than 75x40 mm (5.7/8) 3.34 meter long with angel iron 50x50x6M (4.5kg/M) iron shall be made of 50x6 mm M.S. flat with Nut-Bolts washers etc. structure consists 3 Nos. 11KV disc and fitting on cross arm. and two nos bolts 1x0x12 are painted as per direction of E/In charge.
13. Earthing of poles: Earthing shall generally be carried out in accordance with the Requirement of I.E. Rules 1956 as amended from time to time and the relevant regulation of the Electricity supply authority. The D.V.V.N.L. taking the following method of pole earthing. A 20 mm. dia 2.5 meter long G.I. rod buried in group duty jointed with 7/6 G.I. wire shall be connected with strip and will go up to the earth Wire of ever headline contiguously.
14. Sturd Stay: A stay shall generally consist of a pole of the same section which it Supports or slightly lighter. It shall be chamfered at the top so as to rest on the pole squarely and shall be secured through bolt nut, chuck nut and washer or with the help of 2 Nos. of length of the support in the same manner as the pole. At the G.I. the stud shall be at a distance no less than 1.8 meter from the pole.
15. Cross Arms for H.T. Lines: The straight cross arms shall be made M.S. channel of size not less than 100x50 mm the length of C.A. shall be not less than 1159 mm. the 'V' shape C.A. shall be made of M.S. channel of size not less than 75x40 mm (6.8 kg/M) and shall accommodate two insulators with. Spacing of 1220 mm between the conductors. The cross arm for fixing insulator shall be not less than 150 mm in with the height of both ends shall be 460 mm from bottom & with of bottom where it is fixed with the pole shall be 350 mm. The guarding channel shall be of 75x40 mm. (5/7 kg. /M) size and 2240 mm in length for carrying the wire so that it runs not less than 480 mm beyond the outer most bare conductor. The size of nut-bolt used for fixing the cross arms and guarding channel etc. shall be not less than 5/8 size the arms shall be painted with red oxide primer before erection and finally with two coats of red post office/red signal paints.

16. Pole clamps: It shall be made of M.S. flat of size not less than 50x6 mm. clamps shall be completed with the nuts, bolts, washer and insulator bolt etc. The clamps shall be painted with red oxide primer before erection and finally painted with two coats of Alu. Paints.
17. 11 KV Disc: It shall be as per sundered design of D.V.V.N.L. and 4500 kg. to 7000 kg. mechanical strength.
18. Conductor: Aluminum conductor steel reinforced (A.C.S.R.) Dog Raccoon, Rabbit, Weqsel, Squirrel shall be used. The binding of conductor shall be done with 12 SWG soft aluminiumconductors.
19. Groundings: The guard shall be G.I. wire No.6 SWG or 7/16 G.I. wire and shall have required breaking strength and current capacity to ensure rendering ded the line without the risk of fusing of guard wire it shall be conducted with earth at each at each point at which its electrical continuity is broken. Suitable nos. of guards shall be provided.

## APPENDIX 'A'

The following works awarded to M/s. .... have been executed satisfactory.

| S. No. | Name of work | Total value of work done Rs. In Lacs | Date of start | Stipulated date of completion | Actual Date of Completion | Whether any compensation levied for delay |
|--------|--------------|--------------------------------------|---------------|-------------------------------|---------------------------|---|
| 1.     |              | -----                                |               |                               |                           |   |

The performance of the firm has been found to be good and they are considered capable of executing the works of magnitude uptoRs. ....Lacs.

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

The dealings of the firm have been observed to be cordial reasonable and they are not litigious.

Dated SIGNATURE OF  
Officer-in-charge of the work  
Name of Officer  
Official Seal.

Telephone No. (Off.)  
(Res.)  
Fax No. (Off.)  
(Res.)

If any tenderer submits the experience certificate of ongoing work, then amount of work done against the agreement is to be mentioned clearly in the certificate.

## APPENDIX 'B'

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

SIGNATURE  
BANK MANAGER

Seal of the Bank

Date

## APPENDIX 'C'

I/We ..... S/o ..... Partners/ Authorised Person M/s. .... applicant of ..... for pre-qualification hereby declare that following person(s) is in my/our regular employment on the post and from the dates mentioned against them.

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

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

I/We further understand that in the event for non-presence of such Engineers, the Mathura-Vrindavan Development Authority shall deduct @ Rs. 10000 (Ten thousand) or Rs. 6000 (Six thousand) as the case may be, per month from our bills, which will not be refundable.

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

SIGNATURE OF APPLICANT

SEAL  
(NOTARY PUBLIC)

## APPENDIX 'D'

I/We ..... S/o ..... Partners/ Authorised Person M/s. .... applicant of ..... for pre-qualification for the above noted work in Mathura-Vrindavan Development Authority hereby certify that I/we possess the following machinery, tools and plants, centering and shuttering all in good working conditions.

| Particulars of machinery, tools, plants, centering and shuttering | No. | Estimated cost (Rs.) | Approximate age in years and months |
|---|-----|----------------------|-------------------------------------|
|   |     |                      |                                     |
|   |     |                      |                                     |
|   |     |                      |                                     |
|   |     |                      |                                     |
|   |     |                      |                                     |
|   |     |                      |                                     |
|   |     |                      |                                     |
|   |     |                      |                                     |
|   |     |                      |                                     |
|   |     |                      |                                     |

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

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

APPLICANT

SEAL  
(NOTARY PUBLIC)

One stamp page (minimum denomination Rs. 100.00)