

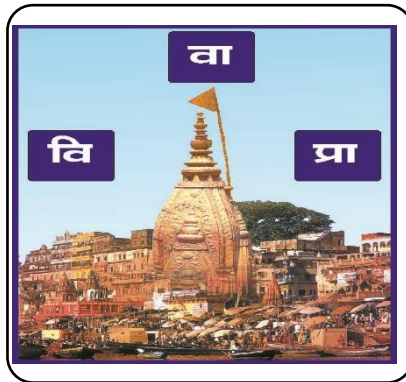


VARANASI DEVELOPMENT AUTHORITY

Tender Document Technical Bid



E-TENDER FORM



VARANASI DEVELOPMENT AUTHORITY

OFFICER INVITING TENDER

GREEN VARANASI • CLEAN VARANASI • SAFE VARANASI



INSTRUCTIONS TO BIDDERS/TENDERERS (ITB)
(A) THE TENDER DOCUMENT

1 Cost of Bid Document/ e-Tender Processing Fee

- a) The tenderer shall bear all costs associated with the preparation and submission of its e-tender and U.P. Electronics Corporation Ltd, Lucknow/ Varanasi Development Authority (VDA) 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-tender process.
- b) This tender document is available on the web site <http://etender.up.nic.in> to enable the tenderers to view, download the e-tender document and submit e-tenders online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee and Earnest Money Deposit (EMD) as per e-tender Invitation Notice.

Tender without cost of bid document/ e-Tender processing fee and EMD in the prescribed form, will not be accepted.

2 Contents of e-tender Document

- 2.1 The scope of work, e-tender procedure and contract terms and conditions are prescribed in the e-tender document. The e-tender document includes:
 - (a) Invitation for e-tender
 - (b) Section I : Instruction to tenderers;
 - (c) Section II : Conditions of Contract;
 - (d) Section III : Technical e-tender (Applicable only for works as mentioned in e-tender notice)
 - (e) Section IV : Financial e-tender
- 2.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the e-tender document. Failure to furnish all information required as per the e-tender document or submission of e-tender not responsive to the e-tender document in every respect will be at the tenderer's risk and may result in rejection of the said e-tender.

3 Amendment of e-tender Document

- 3.1 At any time prior to the deadline for submission of e-tender, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the e-tender document by amendments. Such amendments shall be uploaded on the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in) through corrigendum and shall form an integral part of e-tender document. The relevant clauses of the e-tender document shall be treated as amended accordingly.
 - 3.2 It shall be the sole responsibility of the prospective tenderers to check the web site <http://etender.up.nic.in> from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Department shall not be responsible for it.
- (B) In order to allow prospective e-Tenderers a reasonable time to take the amendment into account in preparing their e-tenders, the Department, at his discretion, may extend the deadline for the submission of e-tenders. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in>

(C) PREPARATION OF e-tender



4 Language of e-tender

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

5 Documents constituting the e-tender

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

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

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

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

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

6 e-tender Form

6.1 The tenderer shall complete the e-tender Form and the appropriate Price Schedule/BOQ furnished in the e-tender document.

7 e-tender Currencies

Prices shall be quoted/calculated in Indian Rupees only.

8 Documents Establishing tenderer's Qualification

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

9 e-tender Security/Earnest Money Deposit (EMD)

a) The tenderer shall furnish, as part of its e-tender, an e-tender security/ EMD as per e-tender invitation notice.

Tender without Earnest Money in the prescribed form, will not be accepted.

- 9.1 Any e-tender not secured in accordance with above shall be treated as non-responsive and rejected by the Department.
- 9.2 Unsuccessful tenderer's e-tender security will be returned only after the acceptance of e-tender.
- 9.3 The successful tenderer's e-tender EMD will be converted into security upon the tenderer signing the Contract.



9.4 The e-tender security may be forfeited:

(a) if a tenderer:-

- (i) withdraws its e-tender during the period of e-tender validity specified by the tenderer on the e-tender Form;
- (ii) does not accept the correction of errors
- (iii) Modifies its e-tender price during the period of e-tender validity specified by the tenderer on the e-tender form.

(b) in case of a successful tenderer, if the tenderer 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-tender

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

11 Format and Signing of e-tender

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

12 Submission of e-tender

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

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

- 12.1 For participating in e-tender through the e-tendering system, it is necessary for the tenderers to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The tenderers must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- 12.2 In addition to the normal registration, the tenderer has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-tender submission activities. Registering the Digital Signature Certificate (DSC) is a



onetime activity. Before proceeding to register his/her DSC, the tenderer should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

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

- 12.3 The tenderer can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-tender Submission menu. After selecting and viewing the tender, for which the tenderer intends to e-tender, from "My Tenders" folder, the tenderer can place his/her e-tender by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the tenderer should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The tenderer should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 12.4 The tenderer shall deposit cost of e-tender document and EMD through the link/website: <https://emd.vdapms.in/default.aspx> The details available in the scanned copy of tender form cost and of EMD shall be verified by the department and in case of any discrepancy the e-tender shall be rejected.
- 12.5 Next the tenderer should upload the Technical e-tender documents for Fee details (Cost of bid document/ e-Tender processing fee and EMD), Qualification details. Before uploading, the tenderer has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the tenderer should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the tenderer's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-tender Form and Technical Specification details) and financial (e-tender Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 12.6 The tenderer should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-tender documents are digitally signed using the DSC of the tenderer and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-tender documents are protected, stored and opened by concerned bid openers only.
- 12.7 After successful submission of e-tender document, a page giving the summary of e-tender submission will be displayed confirming end of e-tender submission process. The tenderer can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 12.8 Department reserves the right to cancel any or all e-tenders without assigning any reason.

13 Deadline for Submission of E-tender

- 13.1 E-tender (Technical and Financial) must be submitted by the tenderers at e-Procurement website <http://etender.up.nic.in> upto the date and time as prescribed in the e-tender Invitation notice.



- 13.2 The Department may, at its discretion, extend this deadline for submission of e-tender by amending the e-tender document, in which case all rights and obligations of the Department and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

14 Late e-tender

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

15 Withdrawal and Resubmission of e-tender

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

(D) e-tender OPENING AND EVALUATION OF E-tender

16(A) Opening of Technical e-tender by the Department

- 16.A.1 The Department will open all technical e-tenders, in the presence of tenderers' representatives who choose to attend, on the prescribed date and time of opening e-tender at the office of Superintending / Executive Engineer, V.D.A., Panna Lal Park, Raja Uday Pratap Marg, Varanasi. The tenderer's



representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-tender opening being declared a holiday for the Department, the e-tenders shall be opened at the appointed time and place on the next working day.

16.(A). 2 The tenderer's names and the presence or absence of requisite e-tender security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening of the name of such tenderers not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

16.A.3 The Department will prepare minutes of the e-tender opening.

16(B) Opening of Financial e-tender

16.B.1 After evaluation of technical e-tender, through the evaluation committee the Department shall notify those tenderers whose technical e-tenders were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-tenders will not be opened. The Department will simultaneously notify the tenderers, whose technical e-tenders were considered acceptable to the Department. The notification may be sent by e-mail provided by bidder.

16.B.2 The financial e-tenders of technically qualified tenderers shall be opened in the presence of tenderers who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Tenderers subsequently after completion of technical bids evaluation through e-mail provided by the bidder. The name of tenderers, percentage Price quoted for various items etc will be announced at the meeting.

16.B.3 The Department will prepare the minutes of the e-tender opening.

17 Clarification of e-tender

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

18 Evaluation of technical e-tender and Evaluation Criteria

The Department will examine the e-tender to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of bid document/ e-Tender processing fee, e-tender security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-tenders are generally in order. Any e-tender or e-tenders not fulfilling these requirements shall be rejected.

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

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

- (i) Filled in form Capability Statement.
- (ii) Certified Copies of relevant pages of following documents:
 - a. Memorandum and Article of Association showing objectives of the Company /firm and authority to sign the e-tender/contract or delegate the power to others for signing the e-tender/contract.
 - b. Place of registration.



- c. The power-of-attorney authorizing the tenderer to sign the e-tender/contract.
- d. PAN certificate of the company/firm.
- e. **GST** registration certificate of the company/firm.
- f. All Documents as E-Tender Notice Should be Compulsory Submitted.

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

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

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

19. Contacting the Department

19.1 No tenderer shall contact the Department on any matter relating to his/her e-tender, from the time of the e-tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Department, he/she can do so in writing.

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

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



(E) AWARD OF CONTRACT

20. Award Criteria

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

21. Department's right to accept any e-tender and to reject any or all e-tenders

21.1 The Department reserves the right to accept or reject any e-tender, and to annul the e-tender process and reject all e-tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

22. Notification of Award

22.1 Prior to the expiration of the period of e-tender validity, the Department will notify the successful tenderer in writing by letter/e-mail/fax, that its e-tender has been accepted.

22.2 The notification of award will constitute the formation of the Contract.

23. Signing of Contract

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



SPECIAL CONDITIONS AND SPECIFICATIONS

1. The tenderers are advised before bidding to see carefully the site of work & study architectural & structural drawings for the work under the scope of this tender, which can be seen in the office of the concerned E.E. of VDA Office on any working day between 10.30 A.M. to 4.30P.M.
2. No page(s) of the tender shall be removed and the entire set must be submitted, as its failure to comply the instructions may result in the rejection of the tender.
3. All entries by the tenderers should be written legible.
4. The tenderer should write full address and telephone no. on the Tender Form. Any letter sent by Regd. Post on that address will be treated as delivered.
5. Incomplete, irrelevant conditional tenders are liable to be rejected without assigning any reason. Tenders not submitted on proper prescribed form shall not be considered and are liable to be rejected.
6. No additions or alterations are permitted in the tender papers, if tenderer does so, the same shall not be considered and such tender is liable to be rejected.
7. Any tender not fulfilling all the conditions is likely to be ignored / rejected without assigning any reason.
8. No refund of the cost of bid document/ e-Tender processing fee is claimable for tenders not accepted or for tenders not submitted.
9. VDA reserves the power to reject any or all tenders without assigning any reason or giving any explanation, power is also reserved to divide or subdivide the work among the contractors.
10. The earnest money deposited by the unsuccessful tenderer shall be returned after acceptance of the tender electronically contractor has to fill prescribed form attached with the tender.
11. After acceptance of the tender, the earnest money of the successful contractor shall be converted into the security.
12. The quantities given in the bill of quantity are approximate and variation up to 25% on either side on printed quantities may occur without entitling the contractor to any compensation or extra rate.
13. In giving their rates, the tenderers should take into account all fluctuations of market construction rates of materials, as no claim shall be entertained on this account during the acceptance of the tender and the currency of the contract.
14. The tendered rates shall be for all completed items of the work and shall include all quarry royalties, testing, screening, tools & plants, railways freight, carriage of materials to site, stacking, removal charge of any rejected material, Municipal Board Taxes, Octroi etc. labour Cess and all other taxes in force from time to time.
15. Within fifteen days of the registration to the contract bond, the contractor shall have to notify in writing the name of his two authorized representatives one of them will always be available at the site of work to receive the orders / instructions by Engineer in charge and the other for issue of materials and other miscellaneous works. The contractor shall be fully responsible for the orders / instructions received by his representatives regarding quality, progress and materials from the Engineer-in-charge or any higher officer of VDA.
16. All the materials collected by the contractor during execution of work shall be properly stacked and arranged as per directions of Engineer-in-charge.
17. Contractor shall have to make their own arrangement of water and electricity for construction work at site. All the building material for the work shall be arranged by the contractor at his own cost.
18. The contractor shall be fully responsible for setting out the works and for the correctness of the positions, levels, dimensions and alignments strictly according to the plan / architectural and structural drawings (shall be provided without any charge) and all necessary instruments, pegs poles and other material required for the purpose, failing which the contractor will be penalized as applicable.
19. A Cement consumption register shall be maintained at the site by the department for material brought by contractor as per UPPWD/CPWD Manual/Specification. The contractor or his authorized representative / agent shall have to sign the register daily in token of the consumption of material consumed daily at worksite.



20. The contractor (in self) shall give sufficient supervision to the work using his best skill and attention. He shall provide necessary qualified staff to supervise the execution of the work. The contractor or a competent authorized agent or representative should be got approved in writing by the Engineer-in-charge (whose approval at any time can be withdrawn or changed) for supervising the work and to receive directions and instruction from Engineer-in-charge of the work on the behalf of the contractor. The supervisory staff of the contractor will not be changed without the approval of Engineer-in-charge.
21. The contractor shall be responsible for the damage to any property or any injury to person whatsoever caused by him or anybody in his employment or caused in consequence of his work. He will indemnify and keep the Government un-indemnified against all claims, demands, proceedings, charges and expenses and compensation, whatsoever, in respect of the or in relation to any such injuries or damages. The contractor shall take all necessary precautions for the safety of his employees on the work site and shall comply with all applicable provisions of safety law and building codes to prevent accident or injuries to person on the worksite.
22. The contractor shall keep at his own, whole of the excavated area free from water, however, if excavation is filled with water the contractor shall provide all pumping equipment temporary drain and such cuts / excavation shall be made good at the completion of work at his own cost.
23. The contractor shall confine his equipment storage of materials separately from his works and people to the limits as directed by the Engineer-in-charge and shall not unnecessarily spread the premises with his materials and hutment's.
24. A site order book shall be maintained at the site of the work in which instructions shall be given to the contractor as and when necessary. These orders shall have to be signed and complied by the contractor or in absence by his authorized representative or agent and in such case it will be presumed that same have been conveyed to him in time.
25. The contractor shall at all time keep the premise free from accumulated waste material or rubbish caused by his employees on the work and on completion of the work he shall clear away whole site from such material and fill up the borrow pits / cuts dug by him. He will leave whole of the site and work clear in a workman like. Nothing extra shall be paid to contractor for this clearing up.

The contractor shall maintain and keep the area in agreed sanitary condition for the use of men engaged in the work by him and shall remove and clear all structures etc. which may have been setup by the contractor for accommodating his staff / labour on the completion of work to the satisfaction of the Engineer in charge.
26. All the material and workmanship and it's working procedure shall be strictly as per specification of C.P.W.D./Morth/UPPWD as described in the contract and in case not covered in the contract then in accordance with the Engineer in charge / ISI code. Instructions shall be issued from time to time to tests the material as the Engineer in charge may direct at places of manufacture, at the work site or in VDA Laboratory or any recognized Laboratory inside or outside of VDA. Contractor shall provide conveyance, labour and material required for examining, measuring and testing for the work and quality of material used. Contractor shall supply sample of the material get them approved before using in the work. The cost of such, like conveyance, labour and material provide for testing purpose and for examining the work and for proper completion of the same shall be born by the contractor and no extra payment shall be made for the same. In addition to above, the contractor shall establish a field laboratory to carry out day to day tests of all material at his own cost. The contractor shall submit a list of the all the laboratory equipment's, quality control Engineer of the contractor who will work under direction and control of Engineer-in-charge.
27. Tenderer should be firms or contractor of repute who have carried out such works of similar magnitude satisfactorily, have sufficient material and T&P for construction work such as centering, shuttering and machinery tools and plants for mixing and transporting material for required height and depth and for other work they shall submit the details with tender.
28. The normal working hours shall be from 8.30 A.M. to 5.30 P.M. and no work shall be carried out on Sundays and on gazetted holidays without specific permission of the Engineer in charge. No claim, whatsoever, shall be entertained on this account.
29. All drawings and designs will be supplied according to the necessity of the particular work and the contractor will not have any claim for compensation in case of late supply of necessary design and drawings.
30. The contractor will have to remove any person employed on the work if so desired by the Engineer-in-charge for any reason.



31. The contractor shall not put hindrances to any person or to the contractor's authorized by the department to carry out the works of any nature entrusted to him in the sector, in the vicinity or itself inside the building, the works of water supply, sanitary and electric installation etc. The contractor shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account. In case of any dispute the decision of the Engineer-in-charge shall be final and binding upon the all parties concerned.
32. The contractors shall have to make his own arrangements of water for construction work, for temporary accommodations for the office staff and for the labourer's residence at the site of work. The water should be fit for drinking. In case the water is supplied by the department, the contractor shall have to bear charges at rates fixed by the authority.
33. The contractor will have to follow all existing rules and regulations of the Government & labour department or as amended from time to time regarding the labour employed by him without entitling him for any extra claim on this account.
34. The contractor shall do his work in such a way that the work of other contractor is not hindered.
35. Any claim during the period of contract will be submitted in writing within the currency of the contract bond failing which the claim may not be entertained.
36. The contractor shall sign no claim certificate on running bills and in case of any claim or extra item he must mention the item, rate and quantity specifically otherwise no claim shall be entertained later. In case of any dispute the decision of the competent authority, VDA, Varanasi shall be final.
37. The contractor shall have to sign FARKATI at the time of submission of final bill to accounts branch.
38. The contractor must get acquainted with the proposed site for the work and study all the specifications and conditions carefully before tendering. The work shall be executed as per programme / dates drawn by the Engineer-in-charge. If part of the site is not available due to any reason the programme of the contractor shall be modified to suit the availability of site and the contractor shall have no claim for compensation on this account.
39. The security deposited of the contractor which will be deducted from his bills shall be refunded to the contractor after the expiry of **Twelve Months** from the date of actual completion of work in full if no imperfection becomes apparent in the work up to **Twelve Months** respectively.
40. Samples of materials and items of work shall have to be got approved by the contractor from Engineer in charge before execution. The approved samples of material shall be sealed under the signature of the contractor and Engineer-in-charge and shall be kept in the office of the concerned Executive Engineer.
41. The contractor shall have to supply required Non-Judicial Stamp Papers for execution of contract bond at his own cost.
42. Works to be open to inspection.

All works under or in course of execution or executed in pursuance of the contractor shall at time be opened to the inspection and supervision of the Engineer-in-charge and other authority officials and the contractor shall present at work site at all times during the inspection and usual working hours. At all other times if notice for the inspection of site by the Engineer-in-charge or any other official is given to the contractor, contractor should either himself be present to receive orders and instructions of a responsible authorized agent be present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall also provide all facilities necessary for inspection of the work by the Engineer-in-charge or other officials for which no payment shall be made to the contractor.
43. The specifications to be followed for the execution of the works shall be-
 - a) UPPWD for electrical works/Morth/PWD specifications for work in Lucknow with its up-to-date correction slip till date of tendering.
 - b) Relevant ISI/IRC standard for work not covered by the above.
 - c) Material bearing ISI mark shall be given first preference for using in works. For all articles with ISI marks the quality shall be judged by the relevant ISI specification.
44. After the completion of the work, the theoretical quantity of cement to be used on the works shall be calculated on the basis of C.P.W.D. statement showing quantity of cement to be used in different items of work provided in the Delhi Schedule of Rates applicable to the agreement but for the item on which DSR is not applicable the consumption of cement shall be decided by the Engineer-in-charge of the work. Over this theoretical quantity of cement further variation on either side shall also be allowed as under:-

PERMISSIBLE PERCENTAGE (ESTIMATED COST PUT TO TENDER)



2% (Two per cent) work more than Rs. 10.00 Lac.

3% (Three per cent) work up to Rs. 10.00 Lac.

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

45. The contractor is expected to well conversant with the conditions of GPW Form 9 as applicable to VDA works (General condition of the contract) which will be the part of the agreement.
46. If the contractor withdraw his offer / tender or modifies his offer / tender after closure date of tender which is not acceptable to the department before acceptance of the tender, his earnest money will be forfeited.
47. Any recovery pointed out by the Technical inspection wing/quality surveillance team appointed or authorized by VDA shall also be affected from the contractor's dues available with VDA and the contractor shall have no claim for such deduction of amount whatsoever. In case of any dispute, the decision of CE/SE/EE, VDA shall be final and binding on the contractor.
48. The contractor will arrange the water for consolidation of stone ballast and compaction of earth and nothing extra will be paid for the same.
49. The contractor is to stack the metal at the road berms first according to the size of template with stack number as decided by the Engineer in charge and no metal shall be stocked on road embankment. The metal shall be only allowed to spread for consolidation after recording measurements and taken into road metal account register.
50. The quantity measured in stacks shall be final & binding on the contractor and no claim will be entertained thereafter.
51. A deduction for voids as per UPPWD/MORTH specifications shall be made after stack measurements of stone aggregate for payment.
52. Deduction shall be made for earthwork in filling without compaction up to 95% proctor density as per UPPWD/MORTH specification.
53. The stone ballast and grit will be blue textured and free from soft stone pieces. The size / gauge of the ballast shall be as per detailed specification of UPPWD/MORTH
54. The consolidation, shall be done as laid down in UPPWD/MORTH detailed specifications amended up to date. The earth for making medhi & consolidation will be arranged by the contractor at his own cost and nothing shall be paid extra for the same.
55. In case of any dispute the decision of VC, VDA shall be final and binding on the contractor.
56. Conditional tender may not be accepted.
57. Consolidation crust thickness at every 10 meter would be checked as per stipulation after execution of work.
58. The premixing of grit with asphalt will be done by maxrol or by hot mix plant.
59. Contractor has to sign the agreement after submission of stamp papers within Ten days from the date of award of the work. In case of delay on the part of the contractor beyond **Ten days** from the date of award of work, a penalty may be imposed and shall be liable from contractor's payment, which will be deducted from any dues available of the contractor.
60. The variation of the quantities of work shall not be allowed to be executed beyond the stipulated quantity in the agreement without prior approval of the competent authority.
61. a) In case of earth work in filling is being done in layers of 20cm thickness, the compaction must be done with heavy machinery such as road roller of 8 tonne or above capacity at the optimum moisture content. The dry density must be achieved to the extent or not less than 95% of proctor's density. In this area when the compaction is achieved to the desired density no deduction shall be made from the measured cubical content.
b) In case of patries (shoulder of road) the compaction should be done with road roller of 8 tonne capacity. However, 95% proctor's density at optimum moisture contents is not necessary. The deduction of this area must be made 10% on the measured cubical content of compacted earth.
62. For cement storage at work site, double lock system will have to be followed.
63. 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.

64. Quantity for payment shall be the theoretical quantity (Based on Proposed formation level) or the actual quantity (based on actual finished level) whichever in less:-
65. In case it is found that the tender as submitted forced/fecitious documents along with the tenders, his offer will be cancelled and earnest money will be forfeited. Also the Contractor can be black listed for tendering for Varanasi work.
66. **Ultratech, Ambuja, Bangur, Binani, Birla, Shakti & J.K., CCI, ACC, Shree** or approved by competent authority, make gray cement shall be allowed to be used in the work.
67. The reinforcement steel shall be provided from the reputed manufacture like **Sail, Tisco, Rastriya Ispat Nigam** and shall confirm specification as per IS code 1786-19, The standard sectional weights reinforced all standard tables in para 5.3.3. in specification of works Vol-1 to be considered for conversion of length of various, size MS Bars and for bars into wt. asunder.

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.

68. The payment of royalty levied by state/central/other institutions on minerals and other conditions issued time to time by the Government shall be the responsibility of the contractor. The authority shall be free to take appropriate action without any notice in case of non compliance/ non submission of documents of the said payment.
69. The contractor have to furnish his rates including Labour Cess @ 1% the same shall be deducted from the bills of the contractor. The royalty charges levied by stats/central govt. on & other terms and conditions issued time to time by govt. shall abide by and shall be paid by contractors and its proof shall have to be submitted to VDA.
70. The Security amount shall be deducted @ 10% from each running bill until total 10% of the bond amount including earnest money is deposited (amount of earnest money shall be adjusted in the final bill).

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

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

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

The job mix formula of bitumen mixes shall be determined from the test houses as prescribed by VDA/UPPWD, Varanasi.

72. Contractor has to deposit additional performance Guarantee/Security in shape of FDR in case rate quoted below of Bill of Quantity (B.O.Q)@0.5% per one percent upto 10% below rate and @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period by the Contractor before entering into contract bond.
73. Sample Display Compulsary at VDA Office before Opening of Technical Bids. Tenderer should be Sample Display Before Opening of Technical Bids. After Approval of Sample Technical Bids will be opening.



Varanasi Development Authority

CHAPTER: VII; PARA 371

GENERAL CONDITIONS OF CONTRACT

- (1) The 'Contract' means the document forming the tender and acceptance thereof and the formal agreement executed between the Governor of Uttar Pradesh and the Contractor together with the documents referred to therein including these condition, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form on contract and shall be complementary to another.
- (2) In the contract, the following expressions shall unless the context otherwise requires have the meaning herewith respectively assigned to them:-
 - (a) The 'Work or Works' shall unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the work by or by virtue of the context to be executed whether temporary of permanent and whether original, altered substituted or additional.
 - (b) The 'Site' shall mean the land and/or the other places on, into or through which works is to be executed under the contract or any adjacent land path or street which may be allotted or used for the purpose of carrying out the contract.
 - (c) The 'Contractor' shall mean the individual or firm company whether incorporated or not undertaking the works and shall include the legal personal representative of such firm or company and the permitted assign of such individual or firm or company.
 - (d) The 'Governor' shall mean the Governor of Uttar Pradesh.
 - (e) The 'Engineer-in-Charge' shall mean the Divisional Officer, the District Engineer, the S.D.O., the Assistant Engineer as the case may be who shall supervise and in charge of the work.
 - (f) The 'Government' shall mean the Government of Uttar Pradesh
 - (g) The 'Superintending Engineer' shall mean Superintending Engineer, VDA, Varanasi.
 - (h) The 'Executive Engineer' shall mean Executive Engineer, VDA, Varanasi.
 - (i) 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.
 - (j) The 'Department' shall mean Varanasi Development Authority Varanasi, U.P., words imparting the number include the plural number and vice-versa.

CLAUSE 1:

Security Deposit

The Security amount shall be deducted @ 10% from each running bill until total 10% of the bond amount including earnest money is deposited (amount of earnest money shall be adjusted in the final bill).

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 actual completion of the works.

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

CLAUSE 2:

COMPENSATION FOR DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence [time being deemed to be the essence of the contract on the part of Contractor [and the Contractor shall pay as compensation an amount equal to one per cent of such smaller amount as the authority next higher to the officer accepting the contract on behalf of the Govt. [whose decision in writing shall be final may decide on the amount of the estimated cost of the whole work shown by the tender for every day that the work remains



uncommenced or finished after the proper dates and further to ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one fourth the value of the whole of the work within one fourth of the work-period from the date of written order to commence the work, on half the value of the work within one half of the work-period from such date and three fourth the value of the work within three fourth of the work-period from such date. In the event of the Contractor failing to comply with this condition, he shall be liable to pay as compensation as follows :-

- ❖ If delay period is less than 03 months, penalty @2% of remaining /unfinished work value.
- ❖ If delay period is more than 03 months but less than 06 months, penalty @3% of remaining /unfinished work value.
- ❖ If delay period is more than 06 months but less than one year, penalty @5% of remaining /unfinished work value.
- ❖ If delay period is more than one year, penalty may be decided by Vice Chairman of VDA, Varanas

CLAUSE 3:

Action when whole of security deposit is forfeited

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

1. (a) If the Contractor having been given by the Engineer-in-Charge a notice in writing [which notice under the hand of the Engineer-in-Charge] communicated through the Sub-Divisional Officer / Assistant Engineer shall be conclusive evidence to rectify, reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice of a period of seven days of such notice or if the Contractor shall delay or suspend the execution of work so that other in the judgment of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by the date.
- (b) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or it circumstances shall arise which entitle the court or creditor to appoint a receiver or Manager or which entitle the court make a winding up order.
- (c) If the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in Sub Clause (a) above.
- (d) If the Contractor commits any facts mentioned in Clause 21 hereof.
- (e) If any case contractor fails to complete the work or debarred/blacklisted, than 10% of the Contract amount will be forfeited either from the same work or any ther work/contract running in the department. If not than from the registration amount or recover as arrears of land revenue.
- (f) When the Contractor has made himself liable of action under any of the cases aforesaid the officer accepting the contract on behalf of the Govt. or the Engineer-in-Charge shall have powers to adopt any one or more of the following courses as he may deem best suited to the interest of the Govt.
- (i) To determine or rescind the contract as aforesaid (of which termination rescission notice in writing to the Contractor under the hand of the Engineer-in-Charge or communicated through
2. S.D.O. / Assistant Engineer shall be conclusive evidence upon such determination or rescission the security deposit of Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Govt.
- (ii) To employ labour paid by the department and so supply materials to carry out the works or any part



excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Government under this contract or on any other account whatsoever or from his security deposit or the proceeds sales therefore sufficient part thereof as the case may be.

(3) In the event of any one or more of the courses mentioned in Sub Clause (2) above being adopted by the Engineer-in-Charge the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of contract and in case action is taken under any of the provisions aforesaid the Contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 4:

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

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

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

CLAUSE 5:

Extension of Time

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

CLAUSE 6:

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 Govt. and shall request the Engineer-in-Charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared of the dirt from all wood work, doors, windows, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have possession thereof he had filled upon the pits. If the Contractor shall fail to comply with the requirements of this clauses as to removal of scaffolding, surplus materials & rubbish and cleaning of dirt and filling of pits on or before the date fixed for completion of the work the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding, surplus materials & the rubbish and dispose of the same as he thinks fit and clean off such dirt and fill the pits as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have claim in respect of any such scaffolding or surplus materials as aforesaid



except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-Charge himself or through his subordinates whose measurement shall be binding and conclusive against the Contractor, provided that if subsequent to the taking of measurement by the subordinate as aforesaid the Engineer-in-Charge had reason to believe that the measurement taken by his subordinates are not correct, the Engineer-in-Charge shall have the power to cancel the measurement already taken by his subordinates and acknowledged by the contractor and to take measurement again after giving reasonable notice to the Contractor and such re-measurements shall be binding on the Contractor (Ten days will apply towards delete whichever not applicable) Within ten/thirty days of the receipt of the notice Engineer-in-Charge shall inspect the work and if there is visible no defect the face of the work, shall give the Contractor a certificate of completion. If the Engineer-in-Charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted if on the other hand it is found that there are certain visible defects to be removed the certificate to be granted by Engineer-in-Charge shall specifically mention the details of the visible along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defect pointed out above has been removed.

CLAUSE 7:

Payment on intermediate certificate to be regarded as advance

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

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

CLAUSE 8:

Bill to be submitted monthly

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

CLAUSE 9:

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

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 tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates thereafter provided for such work.



CLAUSE 11: 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

Store supplied

By Govt. 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 deducted 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: The contractor shall execute the whole and very part of the work in the most substantial and Work man 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 P.W.D. specifications for building and roads enforced from time to time or any other printed publications on general specifications referred to elsewhere in the contract.

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



CLAUSE 13:

Alteration in specifications and designs do not invalidate contract.

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

Extension of time in consequence of alterations

The time of the completion of the work shall be extended in the proportion the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in- Charge shall be conclusive as to such proportion over and above this, a further period to the extent of 25% of the time so extended may be allowed to the Contractor. The rate for such additional, altered or substituted work under this Clause shall be worked out in accordance with the following provisions in their respective order.

- (i) If the rates for the additional, altered or substituted work are not specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work of the same rates as are specified in the contract for the work.
- (ii) If the altered, additional or substituted work included any work for which no rates are specified in the contract for the work or cannot be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in the Schedule of Rates for PWD Schedule/ D.S.R. excluding the cost of cement and steel. District minus/plus percentage which the total tendered amount bear to the estimated cost of the entire work put to tender.
- (iii) If the rates for the additional, altered or substituted works are not specifically provided in the contract for the work, the rates will be derived from the rates similar Class of work as are specified in the contract for the work.
- (iv) If the rates for the altered, additional or substituted work cannot determine the manner specified in such Clauses (i) to (iii) above then the rates for such work shall be worked out on the basis of the schedule of rates of the District specified above minus/plus the percentage with the total tendered amount bears to the estimated cost of the entire work put to tender provided always that the rate for a particular part or parts will be determined by the officer accepting the contract on behalf of Government on the basis of the prevailing market rates when the work was done.



- (v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (i) to (iv) above the Contractor shall within 7 days of the date of receipt of the order to carry out the work inform the officer accepting the contract on behalf of the Government of the rate which it is his intention to charge for such class of work supported by analysis of rates or rates claimed and the Superintending Engineer shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However, the officer accepting the contract on behalf of the Government by the notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable but under no circumstances, the Contractor shall suspend the work on the plea of non- settlement of rates of items falling under the clause.

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

CLAUSE 14:

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

If at any time after the commencement of the work the Government of Uttar Pradesh or Chief Engineer for reason whatsoever not require the whole work or part work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration have been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured materials with a view to execution of the work or the performance of the contract but the Engineer-in-Charge shall have the option either to take over the materials at site, of approved quantity and not in excess of the requirements of the work and to pay to Contractor the actual cost thereof the amount of which cost a certificate by the Engineer-in-Charge shall be binding on the Contractor in the event of this option not being exercised the Contractor may submit to the Engineer-in-Charge within one month of the date of the order closing down the work a detailed statement of the loss that the estimates he will sustain by removing, selling or otherwise disposing of the materials. The estimate will be forwarded to the Chief Engineer who will decide what sum if any should as matter of grace be paid to the Contractor to compensate him for the loss suffered by him and the decision of Chief Engineer shall be final and binding on the Contractor.

CLAUSE 15:

Action & compensation payable in case of bad work

If it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of quantity inferior to that Contractor shall on demand in writing from the Engineer-in-Charge specifying the work, material or articles complained/of 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.

Government shall have the right to accept at reduced rate, sub-standard or defective work and to cause an audit and technical examination of the works and the running & final bills of the Contractor including all.

Supporting vouchers, abstracts etc. to be made before or after the payment of the final bills and if as a result of such acceptance of substandard or defective work, audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract or any work claimed to have been done by him under the contract, but found not to have been actually executed the contractor shall be liable to refund the amount of the over payment and that shall be lawful for Government to recover the same from him in the manner prescribed in clause (i) above or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment may be duly paid by the Government to the Contractor.

CLAUSE 17:

Provided that the sub standard or defective work accepted is not considered to be seriously defective by the Engineer-in-Charge and the rate of the work so accepted is suitably reduced by



Work to be opened to inspection. Contractor or responsible agent to be present.

him to compensate the Government and such reduction is binding on the Contractor.

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 other wise placing beyond the reach of the measurement any work in order that the same may be measured any correct dimension thereof be taken before the same is so covered up or placed beyond the reach measurement and work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work, and if any work shall be covered up or place beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed.

CLAUSE 19:

Contractor liable for damage done & for imperfections for **twelve 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 requisite for the proper execution of the work, whether original, altered substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage, therefore, to and from the work. The Contractor shall also supply without charge the requisite under of persons with the means and materials also necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

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

CLAUSE 21:

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

The contract shall not be assigned or subject without the written approval of the officer accepting the contract on behalf of the Government and if the Contractor shall assign or subject his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if bribe, gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or nay of his servants or agents to any public office or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the officer accepting the contract on behalf of the Government may thereupon by notice in writing rescind the contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the



disposal of Government and the same consequence shall ensue as if the contract had been rescind insolvent. under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work thereto or actually performed under the contract.

CLAUSE 22: The Contractor shall not for the execution of the work employ labour under 18 years of age and, within the limits of any cantonment, any female labourer for every breach of this covenant the Contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the Engineer-in-Charge may fix and the Engineer-in-Charge may recover such sum by deduction from and sums which may be due or may at any time thereafter become due to the Contractor.

CLAUSE 23: (a) The Contractor shall pay to his labourers a fair wage and supply every labourer employed by him with a wage card on which the rate of wages, the attendance and payments will be entered.
(b) The Contractor, before he commences work, shall past in a conspicuous place of the work a notice giving the rates of wages, which shall not be less than the minimum wages and where no minimum wage are applicable and wages will be such as may be certified as fair wages by the Engineer-in-Charge and shall send a copy of the notice to the Engineer-in-Charge.

CLAUSE 24: The Contractor shall be bound by all statutory provisions with regard to the period for which wages shall be paid and deduction from wages.

CLAUSE 25: The Contractor shall comply with all labour laws as applicable at the site of the work.

CLAUSE 26: In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this agreement the Contractor shall comply with or cause to be complied with all the directions issued by Government from time to time for the protection of health and sanitary arrangements for workers employed by the department and its Contractor.

CLAUSE 27: Leave and pay during leave of all labour employed by the Contractor shall be regulated as follows.

Maternity benefit rules for female workers employed by Contractors

(I) Leave

(i) In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.

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

Pay (i) In case of delivery leave pay during maternity leave will at the rate of women's average daily earning calculated on the total wages earned on the days when full time work done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at rate of seventy five paise a day whichever is greater.

(ii) In the case of miscarriage leave pay the rates of average daily earning calculated on the total wages earned on the day when full time work was done during a period of three months immediately preceding the date of such miscarriage.

(iii) Conditions for the grant of maternity leave: - No maternity leave benefit shall be admissible to woman unless she has/shall employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

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

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



- according to the approved standards within the period specified in the notice, the Engineer-in- Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to the approved standards at the cost of the Contractor.
- CLAUSE 28:** The Contractor shall, at his own cost, provide his labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.
- 1 (a)** The minimum height of each hut at the eye level shall be 7 feet and floor areas to be provided will be at the rate of the 30 sq.ft. for each member of the workers' family staying with the labour.
 - (b)** The Contractor shall, in addition, construct suitably cooking place having a minimum area 6'x5' adjacent to the hut for the family.
 - (c)** The Contractor shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength separate latrines and urinals being provided for woman.
 - (d)** The Contractor shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing shall be suitably screened.
 - 2 (a)** All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials, as may be approved by the Engineer-in-Charge. In case of sun dried bricks the wall should be plastered with mud gobri on both sides. The floor may be kachcha but plastered with mud gobri 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 water tight.
 - (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 of 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:** All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.
- Sum payable by way of compensation to be considered as reasonable compensation without reference to actual fees.



CLAUSE 30: In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer-in-Charge for his information.

Change in
constitution of
firm

CLAUSE 31: 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.

Works to be
under direction of
Engineer-in-
Charge

CLAUSE 32: (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.

Protest

(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 Vice Chairman, VDA. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matter to which contract relates and that in the course of his duties as Government servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act, the Vice Chairman, VDA shall appoint another person to act as arbitrator in accordance with the term of contract. It is also a term of this contract that no person other than a person appointed by the Vice Chairman, VDA as aforesaid/shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

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

The sole arbitrators shall be appointed by the **Vice Chairman, VDA.**

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 Lucknow, no other court or any other district or Pradesh or outside Uttar Pradesh shall have any jurisdiction in the matter. The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.



CLAUSE 33:

Store imported
from Europe to
be obtained from
Government.

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

CLAUSE 34:

Arbitrator

Except where otherwise provided in contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein mentioned and as the quality of workmanship of materials used on the work or as to any other questions, claim, right, materials used or things whatsoever, in any way arising out or relating to the contract, designs, drawings, specifications, estimates, instructions, under or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Vice Chairman, VDA 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 Vice Chairman, VDA 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 Vice Chairman, VDA 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 35:

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 C.P.W.D. specification and in the event of there being no detailed specifications for the same work the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 36:

Contractor's
percentage

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

CLAUSE 37:

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

In every case in which by virtue of the provision of section 12 subsection (i) of workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the Contractor or by any sub-contractor from him in the execution of the said work. Government will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of Government under section 2 sub section (2) of the said Act. Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the Contractor to his credit under clause (i) of these conditions or from any other sum due to Government from the Contractor whether under this contract or otherwise (2) Government shall not be bound to contest any claim made against it, under section 12 sub section (1) of the said Act except on the written request of the Contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting the claim.



CLAUSE 38: NO bricks for use on the work shall be manufactured within the limit of a Municipal, Cantonment or Notified Area within half a mile of the site of work any bricks so manufactured may be rejected by the Engineer-in-Charge.

CLAUSE 39: NO earth for filling or for any other purpose, shall be executed within half a mile of the site of work except with the written permission of the Engineer-in-Charge and then only on condition that the area in which such excavation is made shall be leveled and dressed by the Contractor at his own expense in accordance with the instructions of the Engineer-in-Charge and in such a manner as to prevent the formation of pool of stagnant water.

If the Contractor fails to comply with this condition the Engineer-in-Charge may cause the ground to be leveled and dressed by other workmen and deduct expense (of which the certificate of the Engineer-in-Charge shall be final)

CLAUSE 40: Without prejudice to any other remedy provided by Vice Chairman, VDA may recover all dues hereunder agreement from the Contractor as arrears of land revenue.

CLAUSE 41 : The bidder shall use only electrical materials approved by PUVVNL, Varanasi; the bidder shall be responsible for arranging the inspection of the materials by PUVVNL, Varanasi, and the materials shall be installed at the site only after such inspection. The firm/contractor shall be responsible for handing over the completed work to PUVVNL, Varanasi, and the final payment shall be made only after such handover.

CONTRACTOR

OFFICER INVITING TENDER

**CAPABILITY STATEMENT**

* It is Compulsory for the bidder to fill this statement and the bidder must upload only those document that support this statement

Tender Reference No :				
Name of Work :- कल्लिपुर आवासीय योजना हेतु 2X10 एम0वी0ए0 क्षमता के 33/11 के0वी0 विद्युत उपकेन्द्र का निर्माण, 33/11 के0वी0 क्षमता 2X10 एम0वी0ए0 विद्युत उपकेन्द्र को ऊर्जित करने हेतु दूरा स्थित 220/33 के0वी0 विद्युत उपकेन्द्र से प्रस्तावित 33/11 के0वी0 विद्युत उपकेन्द्र को ऊर्जित करने हेतु 33 के0वी0 लाइन निर्माण का कार्य एवं योजना के पाकेट-ए में आवंटियों को विद्युत स्रोत उपलब्ध कराने हेतु 11 के0वी0 लाइन, 11/0.43 के0वी0 ट्रांसफार्मर, एल0टी0 लाइन, सर्विस पैनल व सर्विस केबुल का निर्माण कार्य।				
Name of Tenderer				
TOTAL NIT COST OF PROJECT (In Rs.)				
S. NO.	ELIGIBILITY CRITERIA		(Value To Be Filled By the Tenderer In Indian Rs.)	
			Minimum Value	
1	Tender Cost	Rs. 10,900.00		
2	Earnest Money	Rs. 33.00 Lac		
3	SOLVENCY-Issued by DM and for Liquid Assets Issued by bank within a period of maximum six months (both solvency compulsory)	40% OF TOTAL ESTIMATED COST		
4	Turnover (Average annual financial audited turnover on construction works should be at least 50% of the estimate cost during the immediate Last 3 consecutive financial years).			
5	Only Simmular work EXPERIENCE (WITH GOVERNMENT/SEMI-GOVERNEMTN/ PSUs ONLY) completed works during the last 5 years ending last day of the month previous to the one in which applications are invited. Not Acceptable Agreement Copy, Work Order Copy. Accepted only Concerning Departments Work Experience Complition Certificate of Similer natur work.		Name of the Work	Work Amount
Three similar completed works each costing not less than the amount equal to 40% of estimated cost put to tender		1.		
		2.		
		3.		
OR				
Two similar completed works each costing not less than the amount equal to 60% of estimated cost put to tender		1.		
		2.		
OR				
One similar completed works costing not less than the amount equal to 80% of estimated cost put to tender	1.			

Document Mandatory Annexure to Capabality Statement :-

S.N.	Mandatory Annexure	Annexured Yes/No and Page no.
1	Required technical Staff (Affidavit)	
2	Required Machinery for work Like Rig machin, Compressur machin and OP Unit (Affidavit)	
3	Character certificate of Individuall/ partners/ directors issued from District Megistrate.	
4	Affidavit of No blacklisting.	
5	Certified Copies of relevant pages of following documents:	
a)	Memorandum and Article of Association showing objectives of the Company / firm and authority to sign the e-tender/contract or delegate the power to others for signing the e- Bid/contract.	
b)	Registration department Certificate.	
c)	The power-of-attorney authorizing the tenderer to sign the e-tender/ contract.	
d)	In case of firm, duly certified copy of partnership deed and registration certificate; in case of company, deed for	
e)	PAN certificate of the company/firm.	
f)	GST registration certificate of the company/firm.	
g)	SOLVENCY (Both DM and Bank)	
6	For the work where man power supply is included, valid registration/ license of labour dept., E.S.I. and E.P.F. are also required to be submitted.	

**REQUIREMENTS FOR PREQUALIFICATION OF TENDER**

1. The details regarding pre-qualification and tender containing rates are to be uploaded as per up to due date & time in the prescribed format. Non furnishing of required details/ incomplete details will lead to rejection of tender. In case it is found that the details furnished are fake/false/fabricated the firm shall be black listed without any notice.
2. Contractor will have to submit the character and solvency certificate issued by the District Magistrate/Concerned Authority in the name of partners in case it is the partnership firm, proprietor, in case it is proprietorship firm/contractor, Directors in case it is Pvt. Limited Firm etc. without character/solvency certificate the tender shall be rejected.
3. The contractor will have to submit their Id proof of self, partners, Directors etc. As the case may be.
4. The contractors will have to submit their address proof of self, partners, and Directors etc. as the case may be.
5. The tenderer should submit the notarized affidavit that the tenderer/firm has not been blacklisted any state/central government department/ organization. The e-tender of blacklisted contractor or not submitting the required affidavit shall be rejected.
6. The rates of only those contractors will be opened and recorded on comparative statement who pre-qualifies as per requirements mentioned hereinafter.
- (i) Proof of solvency: Minimum Bank solvency for Liquid Assests required is 40% of total estimated cost put to tender (issued within a period of minimum six months). **Of Nationalise/Scheduel Bank.**
7. Proof of employment of technical staff will consist of a declaration by the contractor as given below. The declaration by the contractor will be given in the form attached Appendix 'B' (in the presence of Notary Public giving details of the required staff)

GENERAL GUIDELINES FOR FIXING REQUIREMENT OF TECHNICAL STAFF FOR A WORK

Cost of work (Rs. In Lac)	Requirement of Technical staff		Minimum experience (Years)	Designation
	Qualification	Number		
More than 1000	i) Project Manager with degree in corresponding discipline of Engineering.	1	10	Principal Technical Representative
	ii) Graduate Engineer	1	5	Technical represents Technical Representative
	iii) Graduate Engineer	2	Nil	
	Or Diploma Engineer	2	5	
500 to 1000	i) Graduate Engineer	1	5	Principal Technical Representative
	ii) Graduate Engineer	2	Nil	Technical represents
	Or Diploma Engineer	2	5	
200 to 500	i) Graduate Engineer	1	5	Principal Technical Representative
	ii) Graduate Engineer	1	Nil	Technical represents
	Or Diploma Engineer	1	5	
50 to 200	Graduate Engineer	1	2	Principal Technical Representative
10 to 50	Graduate Engineer	1	Nil	Principal Technical Representative
	Or Diploma Engineer	1	5	

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

S.No	Qualification	Experience (years)	Rate of recovery
i)	Project Manager with Degree	10	Rs. 50,000/- p.m.



ii)	Graduate Engineer	5	Rs. 30,000/- p.m.
iii)	Graduate Engineer Diploma Engineer	Nil 5	Rs. 20,000/- p.m.

8. Proof of possession of required machinery, tools, plant, centering & shuttering will consist of a declaration in shape of an affidavit duly verified by the Notary in the Proforma as per Appendix 'C'.

The minimum requirement of T&P possessed by the firm shall be follows:

- | | | | |
|---------------------------|------|------------------|------|
| (1) Heavy Size Rig Machin | - 01 | | |
| (2) Truck/Tipper | - 01 | | |
| (3) Water Tanker | - 01 | | |
| (4) Water Pumps | - 01 | Vibratory Roller | - 01 |
| (5) Tracter | -01 | | |

9. Proof of previous experience:

- (1) Experience of having successfully completed works during the last 5 years ending last day of the month previous to the one in which applications are invited with Govt./Semi Govt./ PSU only:
Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender
Or
Two similar completed works costing not less than the amount equal to 60% of estimated cost put to tender
Or
One similar completed works of aggregate cost not less than the amount equal to 80% of estimated cost put to tender
- (2) Experience of having successfully completed works during the last 5 years ending last day of the month previous to the one in which applications are invited:

For Similar of works:-			
S.No.	Nature of Work	Experience Required	
1.	33/11 KV Sub station, 11 KV network, 0.43 KV network as BOQ.	Experience in 33/11 KV Sub station, 11 KV network, 0.43 KV network as BOQ.	
2.	33KV VCB, 11KV VCB, (incomm and outgoing), bus cuppler as BOQ, 11 KV ring main unit as BOQ.	Experience with 33KV VCB, 11KV VCB, (incomm and outgoing), bus cuppler as BOQ, 11 KV ring main unit as BOQ.	
3A.	Building Construction	Experience in Work for boundry wall, pannel room and other rooms	

- (3) Tender Cost - निविदा सूचना के अनुसार ऑनलाइन जमा करानी होगी।
- (4) E.M.D. - निविदा सूचना के अनुसार ऑनलाइन जमा करानी होगी।

- (5) For Similar of works:-

Experience in only Simmular work

10. Latest income tax return.
11. In case of firm, duly certified copy of partnership deed and registration certificate; in case of company, deed for article of association and power of attorney for the person concerned to authorize to sign the tender and agreement.
12. In case of any change in solvency, technical staff, tools and plants or change in partners of the constitution of a company after submission of documents, the same shall be intimated to the Engineer-in-charge.
13. The decision regarding pre-qualifying the contractor for the above referred will rest with the competent authority of VARANASI whose decision will be final.
14. Average annual financial turnover on Construction works should be at least 50% of the estimated cost during the immediate LAST 3 consecutive financial years. For average turnover balance sheet is required. Income tax return are required to be submitted by the Contractor/ Bidder.
15. Tender should participate only if they have Tubewell T&P like heavy Rig Machin, Compressor and OP unit.
16. Contractor will have to submit the registration certificate of GST Department.
17. All e-tenders submitted shall also include the following:
- (1) Filled in form Capability Statement.
 - (2) Certified Copies of relevant pages of following documents:
 - i. Memorandum and Article of Association showing objectives of the Company / firm and authority to sign the e-tender/contract or delegate the power to others for signing the e- Bid/contract.



- ii. Place of registration.
 - iii. The power-of-attorney authorizing the tenderer to sign the e-tender/contract.
 - iv. PAN certificate of the company/firm.
 - v. GST registration certificate of the company/firm
- 18 Contractor will have to submit the character and solvency certificate issued by the District Magistrate/Concerned Authority in the name of partners in case it is the partnership firm, proprietor, in case it is proprietorship firm/contractor, Directors in case it is Pvt. Limited Firm etc. without character/solvency certificate the tender shall be rejected.
 19. The tenderer should submit the notarized affidavit that the tenderer/firm has not been blacklisted any state/central government department/ organization. The e-tender of blacklisted contractor or not submitting the required affidavit shall be rejected.
 - 20(A) Memorandum and Article of Association showing objectives of the Company / firm and authority to sign the e-tender/contract or delegate the power to others for signing the e- Bid/contract
 - 20(B) Place of registration
 - 20(C) The power-of-attorney authorizing the tenderer to sign the e-tender/contract
 - 20(D) In case of firm, duly certified copy of partnership deed and registration certificate; in case of company, deed for article of association and power of attorney for the person concerned to authorize to sign the tender and agreement.
 21. For the work where man power supply is included, valid registration/ license of labour dept., E.S.I. and E.P.F. are also required to be submitted.

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

- 22 The details regarding pre-qualification and tender containing rates are to be uploaded as per up to due date & time in the prescribed format. Non furnishing of required details/ incomplete details will lead to rejection of tender. In case it is found that the details furnished are fake/false/fabricated the firm shall be black listed without any notice.
- 23 The rates of only those contractors will be opened and recorded on comparative statement who pre-qualifies as per requirements mentioned hereinafter.
- 24 In case of any change in solvency, technical staff, tools and plants or change in partners of the constitution of a company after submission of documents, the same shall be intimated to the Engineer-in-charge
- 25 The decision regarding pre-qualifying the contractor for the above referred will rest with the Vice Chairman of Varanasi Development Authority, whose decision will be final.
- 26 It shall be the discretion of the Department to decide as to whether an E-tender fulfils the evaluation criterion mentioned in this e-tender or not.
- 27 The tenderers are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-tenders of the tenderers having financial bid document in the technical bid will out rightly be rejected.

(3) Contracting the department

- 28 No tender shall contact the department on any matter relating to his/her e-tender, from the time of the e-tender opening to the time the contract is awarded . If the tenderer wishes to bring additional information to the notice of the department, he / she can do so in writing.
- 29 Any effort by a tenderer to influence the department in its decisions on e-tender evaluation, e-tender comparison or contract award may result in rejection of the tenderer's e-tender.
- 30 In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/blacklisting from VDA works and the legal proceeding can also be initiated.

CONTRACTOR SIGNATURE

OFFICER INVITING TENDER



VARANASI DEVELOPMENT AUTHORITY

(UNDER GOVERNMENT)

WITH SEAL



VARANASI Development Authority, VARANASI

SALABLE FORM FOR TENDER INVITED

Job No.

The required fee of tender form has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF ERNEST MONEY ATTACHED

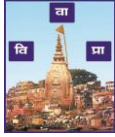
The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

CONTRACTOR

Note: Out of two Banks Account given by Varanasi Development Authority, Contractors are requested to mention that in which bank account he/they have deposited the cost of bid document/ e-Tender processing fee and Earnest Money.



VARANASI DEVELOPMENT AUTHORITY



**VARANASI DEVELOPMENT AUTHORITY, VARANASI,
Panna Lal Park, Raja Udai Pratap, VARANASI.**

Declaration For Refund of Earnest Money

- 1 Contractor Name**
- 2 Contractor Address**
- 3 Bank Name**
- 4 Bank Branch**
- 5 A/c No**
- 6 IFSC Code**
- 7 PAN No.**
- 8 Tin/TAN No.**
- 9 GST No.**
- 10 Phone No.**
- 11 Mobile No.**
- 12 Email-Id**

For Office Use Only

- 13 Party Unique Id**

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

Date _____

Signature

Stamp/Seal



APPENDIX 'A'

(BANKER'S SOLVENCY CERTIFICATE FOR LIQUID ASSETS)

This is to certify that M/s.....
.....
have been dealing with us for last... .. years, satisfactorily. The balance lying in the his/her accounts with us is Rs.....The turn over during the year.....in the accounts have been to the tune of Rs.....
... Lac, on the basis of information available with us. We assess their solvency is not less than Rs.
... Lac.

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Dated:

Manager
Seal of the Bank

**APPENDIX 'B'**

I/We

S/o Shri

Karta/Partners/Authorized person of M/s

resident of

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

S. No.	Name & Address	Technical Qualification	Post Held	Date of regular continuous employee
--------	----------------	----------------------------	--------------	--

I/We undertake that if any of the post falls vacant or left unfilled for more than one month during the execution of the work entrusted to me/us by VDA, I/we shall inform the authority to whom the application for pre-qualification is being made.

SEAL
(Notary Public)

APPLICANT

**APPENDIX 'C'**

I/We

S/o Shri

Karta/Partners/Authorized person of M/s

.....

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

Particulars of Machinery Tools & Plant Centering & Shuttering	Estimated Cost (Rs.)	Approximate Age (Yrs.)
--	---------------------------------	-----------------------------------

I/We undertake that if there is any reduction in the equipment below the limit required for pre-qualification, I/we will inform Superintending Engineer to whom application for pre-qualification is being made.

Seal
(Notary Public)

Signature of Applicant

**APPENDIX 'D'**

Certified that following works awarded to M/s

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

S.No.	Name of Work	Date of Start	Date of Completion	Total Value of work done (Rs.)
-------	--------------	---------------	--------------------	--------------------------------

.....
The performance of the firm has been found good and they are considered capable of execution of project of large magnitude more than Rs.Lac.

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

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

Signature of Officer/ Incharge of work