



**Uttar Pradesh Development Authorities
Development and Construction Manual
November 2022**

(WORKS MANUAL)



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INTRODUCTION

Housing is one of the most important basic necessities of a human being. To address the excessive growth of population resulting in the housing shortage and haphazard growth of the cities, the Uttar Pradesh Government enacted the U.P. Urban Planning & Development Act on June 12, 1973 empowering the State Government to create Development Authorities in the important towns of the State. As per Clause of the said Act, the objective of the authority shall be to promote and secure the development of the development area according to the plan and for that purpose, the authority shall have the power to acquire, hold, manage and dispose of land and other property, to carry out building, engineering, mining and other operations, to execute works in connection with the supply of water and electricity, to dispose of sewage and to provide and maintain other services and amenities, and generally to do anything necessary or expedient for the purpose of such development and for purposes incidental thereto. Presently, there are 29 Development Authorities & 4 Special Area Development Authorities that are functional as follows: -

(A) Development Authorities

1	Varanasi Development Authority	2	Prayagraj Development Authority
3	Kanpur Development Authority	4	Lucknow Development Authority
5	Agra Development Authority	6	Meerut Development Authority
7	Gorakhpur Development Authority	8	Raibareli Development Authority
9	Ghaziabad Development Authority	10	Mathura-Vrindavan Development Authority
11	Bareilly Development Authority	12	Moradabad Development Authority
13	Aligarh Development Authority	14	Banda Development Authority
15	Unnao-Shuklaganj Development Authority	16	Jhansi Development Authority
17	Ayodhya Development Authority	18	Firozabad-Shikohabad Development Authority
19	Hapur-Pilakhuwa Development Authority	20	Muzaffargarh Development Authority
21	Rampur Development Authority	22	Orai Development Authority
23	Bulandshahar Development Authority	24	Khurja Development Authority
25	Bagpat- Barot- Khekra Development Authority	26	Azamgarh Development Authority
27	Basti Development Authority	28	Saharanpur Development Authority
29	Mirzapur-Vindhyanchal Development Authority		

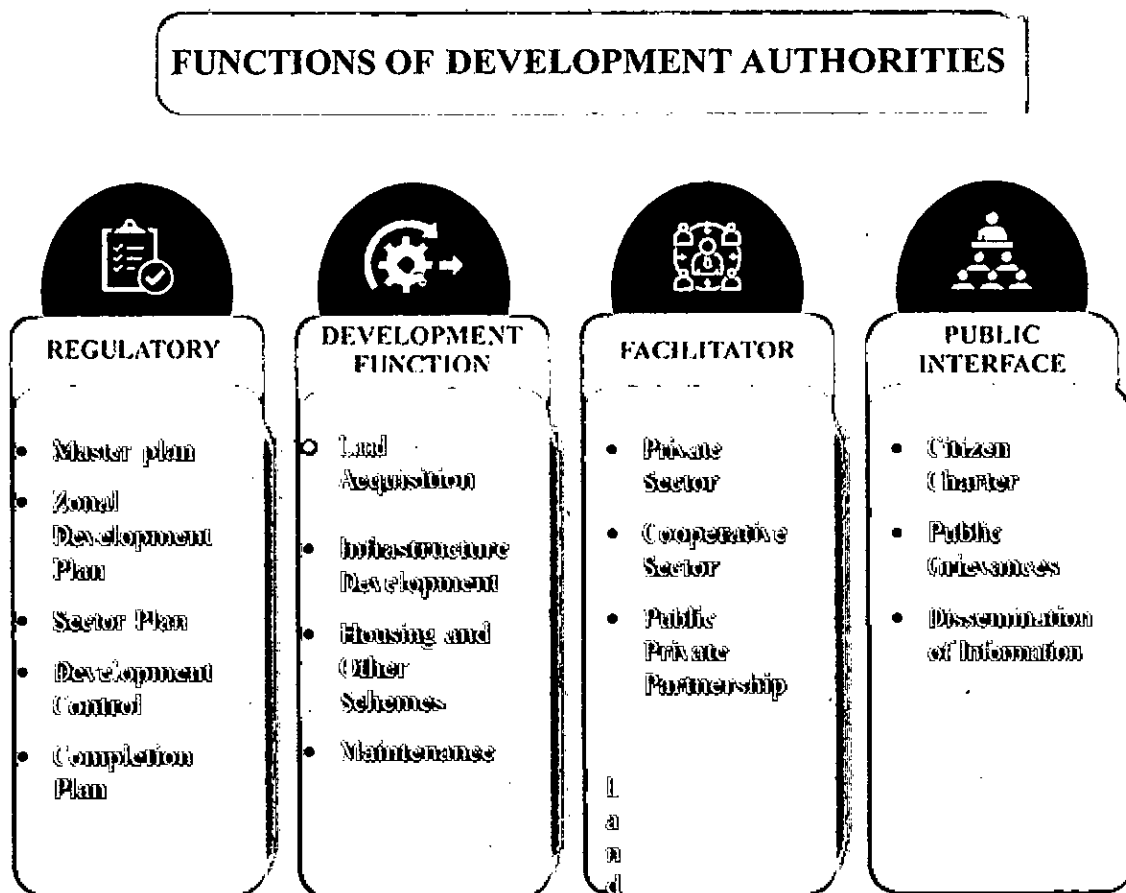
(B) Special Area Development Authorities

1	Kapilvastu Special Area Development Authority	2	Kushinagar Special Area Development Authority
3	Chitrakoot Special Area Development Authority	4	Shaktinagar Special Area Development Authority

The main functions of the Development Authorities and Special Area Development Authorities can be broadly divided into the following four categories: -

- Regulatory Functions
- Developmental Functions
- Facilitator and
- Public Interface

Details of these functions are depicted by the following chart: -



To standardize the processes and procedures related to the "Development Function" in all Development Authorities and Special Area Development Authorities, the manual named as "Uttar Pradesh Development Authorities - Development and Construction Manual, 2021", (Works Manual as named in Finance and Accounts Manual) has been prepared. Accountability and transparency are the most desired aspect of this era in every action of the Authority set-up. Constructions and development works are no exception to it. Presently, Development Authorities and Special Area Development Authorities in the State are carrying out a vast range of diversified development and construction works, but in the absence of standard and unified work procedures, every Development Authority has evolved its own set of work procedure. Hence, there is an urgent need to have a standardized work procedure which has accountability and transparency built into it. With all this in view, development and construction work procedures have been laid down in this manual named, "Uttar Pradesh Development Authorities: Development and Construction Manual, 2021", and it is mandatory for each Development Authorities in the state to adopt and follow the procedures and directions laid down herein.

DEFINITIONS

- **Act** means the U.P. Urban Planning and Development Act, 1973.
- **Board** means the Board of the Development Authorities and Special Area Development Authorities.
- **Administrative approval** means approval accorded by the Competent Authority accepting the necessity for initiating the process of a new scheme/ project /work with approximate cost involved.
- **Circle Chief Engineer** means the Chief Engineer of the DA and of the circle as defined in the table.

CircleNo	Circle	Include Authority
1	Lucknow	Lucknow, Raibareli & Unnao
2	Kanpur	Kanpur, Orai & Jhansi
3	Ghaziabad	Ghaziabad, Khurja, Bulandshahar & Hapur
4	Gorakhpur	Gorakhpur, Azamgarh & Kapilvastu (SADA)
5	Ayodhya	Ayodhya & Basti
6	Varanasi	Varanasi, Mirzapur, Shakti Nagar (SADA) & Kushi Nagar (SADA),
7	Prayagraj	Prayagraj, Banda & Chitrakoot (SADA)
8	Mathura	Mathura & Aligarh
9	Agra	Agra & Firozabad
10	Bareilly	Bareilly, Moradabad & Rampur
11	Meerut	Meerut, Saharanpur, Muzaffarnagar & Bagpat

Note: In case of non posting at a specific place, VC of any DA can request the Government to designate a nearby Chief Engineer for Circle Chief Engineer purpose.

- **Development Authority** means the Development Authorities and Special Area Development Authorities constituted under the Act, hereinafter referred to as DA.
- **Expenditure Sanction** means the financial approval accorded by the Competent Authority to execute a scheme /Project/work.

- **Next Higher Authority** means an Assistant Engineer (AE) for the approval accorded by a Junior Engineer (JE), an Executive Engineer (EE) for the approval accorded by an A.E, Superintending Engineer (SE) for the approval accorded by an EE, Chief Engineer (CE) for the approval accorded by a SE, VC for the approval accorded by a CE, and Board for the approval accorded by the VC.
- **Secretary** means the Secretary of the Authorities and Special Area Development Authorities.
- **Technical Sanction** means the approval accorded by the Head of the Engineering Department after detailed examination of the design and estimates, and confirming the technical feasibility. For works costing more than 1 crore, Technical Sanction means the approval accorded by the respective circle Chief Engineer.
- **Vice Chairman** means the Vice Chairman mentioned in Para 4(3)(b) of the Act here in after referred to as VC.

CHIEF ENGINEER CIRCLE





CHAPTER-1

SITE SELECTION & IMPLEMENTATION OF THE SCHEME



SITE SELECTION & IMPLEMENTATION OF THE SCHEME

1.1 GENERAL PRINCIPLES

- 1.1.1 An estimate shall be prepared, if it is a part of the annual work-programme as envisaged in the budget provisions, and funds are available to implement the work or as per direction of competent Authority VC.
- 1.1.2 Any work shall be commenced or liability incurred, if administrative approval, technical sanction and expenditure sanction have been accorded to it.
- 1.1.3 Generally work shall not be sub-divided, with the intention to bring it within the powers of an authority lower than the one specified in this Manual.
- 1.1.4 Detailed estimates, along with complete specifications, design, drawings, rates and details of measurements must be prepared, in a manner that during execution, need for further sanctions do not arise to incorporate extra items, substitute items, or variation in the quantities of items, etc.
- In no case variations beyond prescribed limit in latest Govt. Orders shall be allowed.
- 1.1.5 Procedures contained in this manual can be amended only with the prior approval of the Housing and Urban Planning Department, U.P. Govt. The Vice-Chairman may however, keeping in view the local requirements, can request for additional guidelines as and when needed. Accordingly, any changes in this manual shall be incorporated from time to time.

1.2 ACTIONS NEEDED BEFORE TAKING UP A NEW SCHEME FOR SANCTION

1. Selection of site
2. Approval of Site
3. Preparation of Preliminary Project Report
4. Appraisal of Preliminary Project Report
5. Approval of work programme for each financial year, and
6. Budget Provision

1.2.1 SELECTION OF SITE

(A) The Selection of the site will be carried out by a "Site Selection Committee" comprising the following:-

1. Secretary : Chairperson
2. Head of Engineering Department or Circle Chief Engineer for works > 1 crore: Member Secretary
3. Head of Planning Department : Member
4. Head of Land Acquisition Department : Member
5. Head of Finance/Accounts : Member

(B) The selection of site will be initiated by Engineering Department in coordination with the Land acquisition & Planning Department. The site selection committee shall carry out preliminary investigations and appraisals for the proposed site and submit its recommendations to the Vice-Chairman with due considerations as follows:

1. Land use according to Master Plan.
2. Topography and existing features of the area, including existing land use
3. Connectivity with highway major roads.
4. Availability of potable water.
5. Storm water drainage and disposal.
6. Availability of electricity.
7. Sewage disposal and its treatment and reuse.
8. Environmental and ecological conditions of the area.
9. Proposed Area of the scheme.

1.2.2 APPROVAL OF SITE

Vice-Chairman will consider the viability of the scheme and availability of finances on the recommendation of above committee and shall accord in principle approval of the site for the preparation of Preliminary Project Report (PPR).

1.2.3 PREPARATION OF PRELIMINARY PROJECT REPORT (PPR)

After approval of the site by the Vice Chairman, Head of Engineering Department will designate & allocate the work to the Engineering Division. The Engineering Division shall get the survey of the area done departmentally or by engaging a Survey Consultant. Then planning section shall prepare a layout of the proposed scheme. Engineering section shall assess the cost of Internal and External Development works at the prevailing rates. The Land Acquisition Division shall work out the cost of land acquisition and will enumerate existing trees, wells, graveyards and other structures in the scheme area. Thus, a Preliminary Project Report (PPR) shall be submitted, including, inter alia, the following:-

- (a) Area of the proposed scheme.
- (b) Cost of land acquisition.
- (c) Cost of development works including contingencies and work-charged establishment,
- (d) Administrative cost,
- (e) Interest on funds for half of the project period required for (b) to (d) on the prevailing rate,
- (f) Technical & Financial viability including Cost- Benefit Analysis,
- (g) Source of funding of the scheme,
- (h) Year wise phasing of the scheme and Time for Completion,
- (i) Component wise fund requirement for each financial year, also taking into account the expected escalation of prices and
- (j) Rate of developed land including cost of Land Acquisition, Internal Development, External Development etc.

1.2.4 FUNDAMENTALS FOR PREPARATION OF PRELIMINARY PROJECT REPORT (PPR)

1.2.4.1 PPR is required to be prepared on the basis of plinth area of the building, length of road and other works, worked out on the rate per unit length, plinth area rates or such other method adopted for ready calculations, so as to give an approximate idea of the cost involved in the proposal.

1.2.4.2 The Head of planning department should be consulted wherever necessary to give preliminary drawing of the project according to its requirements.

1.2.4.3 The PPR estimate should logically be backed by Cost-Benefit Analysis. The benefits can be economical or social in nature.

1.2.4.4 Source of funds.

1.2.4.5 Phasing

1.2.5 APPRAISAL OF THE PRELIMINARY PROJECT REPORT (PPR)

The PPR prepared by the Head of Engineering Department shall be appraised by "Project Appraisal Committee" comprising the following:-

- | | |
|---|--------------------|
| a) Secretary of the Development Authority | : Chairperson |
| b) Head of the Engineering Department or
Circle Chief Engineer for works > 1 crore | : Member Secretary |
| c) Head of the Planning Department | : Member |
| d) Head of the Finance Department | : Member |

The above "Project Appraisal Committee" will evaluate the PPR and record its comments on the feasibility and viability of the scheme and forward the same to the Vice Chairman, who after satisfying himself will put up the proposal before the Board for final approval of the PPR.

1.2.6 APPROVAL OF WORK-PROGRAMME FOR EACH FINANCIAL YEAR

After the approval of the PPR, the work programme for the current financial year based on Para 1.2.3(h) will be submitted to the VC/Board by Head of Engineering Department for approval before the beginning of each financial year highlighting the following:-

- (a) Total amount approved for various projects and activities (separate details should be given for each activity).
- (b) Project-wise status report of financial and physical targets and the expenditure incurred during the previous financial year.
- (c) Proposed physical and financial targets against sanctioned amount for the current financial year for each project.
- (d) Proposed carried over work for the next financial year in terms of physical and financial status.
- (e) If there is any revision in a later stage, the Head of Engineering Department shall put up the revised proposal before the VC/Board for revised approval if required.

1.2.7 DETAILED PROJECT REPORT

After the approval PPR, DPR (Detailed Project Report) shall be prepared departmentally or by engaging the Consultant.

1.2.8 BUDGET PROVISION

Once the work programme for the new scheme is approved by Board on the recommendation of the the Vice Chairman, the Head of the Engineering Department will send the budget requirements based on sanctioned projects and its phasings to the EC/CAO/AO, who will initiate action for incorporating necessary provision in the Budget(s) for the financial year(s) and seek the approval of the Board of Authority on the recommendation of the Vice Chairman.

1.3 ACTIONS NEEDED BEFORE TAKING UP A ONGOING SCHEME

1.3.1 APPRISAL OF ONGOING SCHEME

The Preliminary Project Report for ongoing work also shall be appraised by the “Project Appraisal Committee” constituted as per clause 1.2.5.

1.3.2 PREPARATION OF PPR/DPR FOR ONGOING PROJECTS

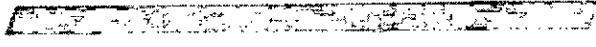
All procedures shall be carried out as per Clause 1.2.6 & 1.2.7

1.4 IMPLEMENTATION OF SCHEME

After the approval of any new or ongoing scheme as the case may be by the Vice Chairman or the Board, various components of the scheme shall be taken up for implementations of the “Projects”.

The procedures to be followed for implementation of projects are given in following chapters.





CHAPTER-2

APPROVALS OF ESTIMATES



APPROVALS OF ESTIMATES

2.1 PREPARATION OF DETAILED ESTIMATE FOR EXECUTION

2.1.1 As soon as administrative approval of PPR for the project is accorded by the Competent Authority and availability of the site assured, the Executive Engineer of the concerned division will prepare the detailed estimate for the project either departmentally or by engaging a Technical Consultant as per necessity and quantum of the project. General specifications shall be followed in preparing the detailed estimate.

2.1.2 The detailed estimate for the project work prepared either by a Technical Consultant or in house when submitted should be comprehensive, supported by complete details and based on drawings, design and calculations. The Project Estimate prepared by a Consultant shall also be checked and verified by Engineering Division in all respects. These estimates should be prepared under the following heads:-

- (a) **Buildings:** This will include foundation, structure, finishing and internal services i.e. water supply, sanitary, electrical, fire Fighting, A.C., Solar Power, HVAC and Security System etc.
- (b) **Development Works:** This will include Land Development, Roads, Electrification, Non-renewable Energy, Water Supply, Sewage disposal and Treatment Plants, Drainage, Parks, Arboriculture, Green belts, Solid waste Management, Rainwater Harvesting and Environmental impact etc.
- (c) **Infrastructure Works:** This will include development work under infrastructure budget. The Infrastructure Development Committee shall approve the projects under this head.
- (d) **Major Infrastructure Works:** This will include Flyovers, Under Passes, Elevated Roads, Metros, Urban Transportation, Multi-level parking and any other Project directed by U.P. Govt. or Govt. of India as deposit works and/or projects required for planned development of Development Area.

2.1.3 Detailed estimate should be prepared in a lucid form. It should be supported by drawings, designs, calculations and comprehensive enough under each sub-head as mentioned below:-

- (a) **Necessity of the Project:** Particulars relating to the initiation and reasons leading to the proposal and its general-purpose including reference of previous correspondence, documents and specifications, wherever necessary.
- (b) **Scope:** An explicit statement as to the works covered in the estimate, also a reference to the arrangements that are being made for any activities, which are not included in the estimate.
- (c) **Design:** A description of proposal particularly with regard to location, setting and design with reference to specifications, calculations and drawings (where necessary) including soil testing and earthquake resistant design, rain water harvesting and the solar passive architecture technique to the extent possible.
- (d) **Rates:** Particulars as to how the rates have been arrived at, giving references to the standard schedule of rates and also the details of rates analysis, wherever necessary, with any special explanation connected therewith.
- (e) **Cost:** Cost of the work and a comparison with the amount originally provided under any previous administrative approval of any.
- (f) **Implementation Method:** The method proposed for carrying out the work whether by lump-sum contract, item rate, or percentage rate, petty contract or daily labour or any combination of these.
- (g) **Construction Plan:** Any special technique of construction to be adopted with reference to specifications, etc. and details of the arrangements that have been made.
- (h) **Time:** Time of starting and estimated time of completion of work.

(I) Sources and availability of Finance

- 2.1.4 Primavera or other project monitoring software can be used in the project monitoring
- 2.1.5 Full reference should be given in respect of the plans accompanying the estimates in support of the details furnished therein.
- 2.1.6 Any other points of importance or local conditions which demand knowledge of the sanctioning authority.
- 2.1.7 In addition to the provision for all expenditure, which can be foreseen for a work, a provision of 2% for contingencies and GST/ Labour Cess on prevailing rates should be added on the cost of estimate.

2.2 TECHNICAL SANCTION

The detailed estimate prepared as per Clause 2.1 shall be submitted to the Head of Engineering Department for Technical Sanction.

2.3 ADMINISTRATIVE APPROVAL & EXPENDITURE SANCTION

(a) The concerned Engineering Division shall prepare a Detailed Project Report (DPR) in-house or through a Technical Consultant as per necessity and quantum of the project to seek acceptance of necessity and the Administrative Approval of the Competent Authority as mentioned in clause 2.3(b) here under, which shall be approved by Competent Authority after getting it examined by Technical Support Cell. Works/Projects costing above Rs. 10 Lakh (Ten Lakh) or as prescribed by Authority shall be submitted to the Project/Estimate Appraisal Committee as mentioned in clause 2.3(d) here under. The work costing below Rs. 10 Lakh (Ten Lakh) or as prescribed by the Authority shall be sent directly to the Competent Authority by Head of Engineering Department for administrative approval.

(b) Competent Authority to accord administrative approval shall be :-

- For works costing up to Rs. Five Lakh	- Secretary after clearance by Head of Engineering Department.
- For works costing above Rs. Five Lakh up to Rs. Ten Lakh	- VC after clearance by Secretary and Head of Engineering Department.
- Works costing more than Rs. Ten Lakh.	- VC after clearance by the Project Appraisal Committee.

(c) The DPR prepared by the Head of Engineering Department shall be appraised by a Committee comprising: -

- a) Secretary of the Development Authority : Chairperson
- b) Head of the Engineering Department or
Circle Chief Engineer for works > 1 crore : Member Secretary
- c) Head of the Planning Department : Member
- d) Head of the Finance Department : Member

The above "Project Appraisal Committee" will evaluate the DPR and forward the same to the Vice Chairman, who after satisfying himself will approve or put up the proposal before the Board for final approval of the PPR as the case may be.

2.4 SCHEDULE OF RATES FOR PREPARATION OF ESTIMATES

To facilitate the preparation of estimates, as also to serve as a guide in settling rates in connection with contract agreements, an item wise schedule of rates (SR) for each kind of work commonly executed should be maintained in the Engineering Department and kept up to date. Any analyzed extra item approved by the VC in connection with any work carried out or proposed to be carried out shall be used in preparing further estimates. The following Schedules should be used for preparing the estimates: -

- (a) **For Construction and Development works other than building works:** The prevailing Rates of U.P.P.W.D. SOR of respective circle.
- (b) **For Road and Bridges Work:** The items not covered in U.P.P.W.D. SOR, shall be analyzed using MORTH analyses of rates.
- (c) **For Sewer and Water main:** The items not covered in U.P.P.W.D. SOR, shall be analyzed as per the U.P. Jal Nigam Analysis of Rates or DSR (Delhi Schedule of Rates of CPWD)/DAR (CPWD Analysis of Rates for Delhi):DSR/DAR.
- (d) **For Building Works (Low & High Rise):** As per Delhi Analysis of Rates. - 21 -
- (e) **For any other Specific Works:** The Analysis of Rates of respective departments such as National Building Organization (NBO) and INTACH etc.
- (f) **For works not covered from (a) to (e) above:** As per similar Analysis of Rates or Analysis of Rates approved by head of Engineering Department.
- (g) **For Electrification Work:** The prevailing Rates of U.P.P.W.D. SOR, DAR and UPPCLSOR etc.

Note: For the preparation of Analysis of Rates for Estimates, following method shall be adopted:

- i) The basic rates of Materials, Labour, Machinery, Cartage and T&P etc. published in prevailing U.P.P.W.D. SOR of respective circle shall be taken.
- ii) For the basic rates not published in U.P.P.W.D. SOR, the rates of prevailing Delhi Schedule of Rates (DSR) shall be taken.
- iii) For Bituminous items, the prevailing rates of Indian Oil Corporation (IOC) of nearest refinery shall be taken.
- iv) If rates of any Materials, Labour and T&P etc are not available in U.P.P.W.D. SOR & DSR, then prevailing market rates shall be adopted by inviting/ taking Quotations/ market survey done by Rate Fixation Committee after approval of Head of Engineering Department.

2.5 TECHNICAL SUPPORT CELL (TSC)

In all Development Authority, where the Chief Engineer or Superintending Engineer is posted, there shall be a Technical Support Cell (TSC) under the Chief Engineer or Superintending Engineer consisting of an Executive Engineer, two Assistant Engineer and four Junior Engineer. The TSC shall check the PPR & Detailed Estimates/ DPR and forward to Competent Authority for necessary approval. The detail scope of TSC is mentioned in chapter 4 of this work manual.

2.6 RATE FIXATION COMMITTEE

In Development Authority, there shall be a Rate Fixation Committee of minimum three members consisting of Concerned Executive Engineer, Head of TSC and Head of Finance Department.

2.6.1 The market survey for rates of non-schedule items shall be carried by the "Rate Fixation Committee" and shall submit their recommendation to Competent Authority for approval.

2.6.2 The Rate Fixation Committee shall also review the rates of building materials when necessary, if the market rates are substantially increased or decreased with respect to PWD SOR, DSR and shall submit their recommendation to Competent Authority for approval.

2.7 CLASSIFICATION OF WORKS

The work executed by Development Authorities shall be classified into following category:

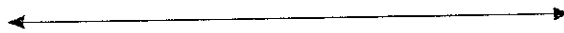
- 2.7.1 Scheme Budget
- 2.7.2 Infrastructure Development Fund
- 2.7.3 Deposit Works assigned by U.P. Govt/Central Govt.
- 2.7.4 Projects under Govt. Aid.
- 2.7.5 Other Works

2.8 APPOINTMENT OF CONSULTANT

A Survey/Technical consultant may be appointed with prior approval of VC/ Competent Authority to conduct detailed topographical survey and preparation of DPR of projects as per necessity of the project. The appointment of the consultant shall be in transparent manner through E-tendering process on QCBS (Quality and Cost Based Selection) mode.

2.9 REVISED ESTIMATES

In case if there is inordinate delay in starting the tendering process after the approval of the estimate and there has been substantial increase in the market price, in the meanwhile, the revised sanction of the competent Authority may be obtained, if considered necessary. The procedure of revised estimates shall be as per clause 2.1 to 2.6 above, however once the tendering process has commenced no such revision would be sought.



CHAPTER-3

TENDERING PROCEDURE

TENDERING PROCEDURE

3.1 PREPERATION OF TENDER DOCUMENT

3.1.1 The Asstt. Engineer shall prepare the Tender Documents according to the standard format prescribed here under. No modification in the standard format may be made except with the approval of the VC. However, additional conditions for specialized works may be incorporated with the approval of the Vice-chairman if required :-

- (i) E-Tender, Bid Document for works above 0.50 Lakh upto 10.00 Lakh (Single Bid System) (Annexure - 1)
- (ii) E-Tender, Bid Document for works above 10.00 Lakh (Two Bid System) (Annexure - 2)
- (iii) E Tender Notice (Annexure - 3)
- (iv) Format of abridged tender notice for publication in News Papers. (Annexure - 4)

3.1.2 The Assistant Engineer shall forward the documents to the EE, for scrutiny on all aspects such as specifications, bill of quantities, calculations, tender conditions, etc. E.E. will then submit the same to the competent authority, as mentioned in clause 3.1.5 here under, which shall be approved by Competent Authority after getting it examined by Technical Support Cell. Special attention shall be exercised on the terms relating to time schedule for completion, conditions of contract, maintenance schedules, and pre-qualification conditions.

3.1.3 Tender document should have the condition that, "Rates will not be permitted to be revised on later date."

3.1.4 Care should also be taken to include detailed specifications to avoid chances of incorporating extra items/substitute items after the notice inviting tender is issued.

3.1.5 The competent authority to approve the tender documents shall be :-

EE: Up to	Rs. 40.00 lakh
SE: Up to	Rs. 100.00 lakh (If SE is posted, otherwise CE/ Circle CE)
CE: More than	Rs. 100.00 lakh.

Note: In case if the EE/ SE/ CE is not posted in any Development Authority, the senior most Engineer shall exercise the powers of EE/ SE/ CE. But for works more than 1 crore, approval from Circle Chief engineer shall be accorded.

3.1.6 Head of Engineering Department shall forward the approved E-Tender Notice to the press and Authority Website for publication. The E-Tender Notice and Detailed E-Tender Document shall be uploaded in UP Government's E-procurement portal website <https://etender.up.nic.in>. All notices and documents regarding inviting tenders should be in the standard form and be serially numbered. A proper register will be maintained for this purpose. All tenders shall be floated through a single file to be maintained in the office of Head of the Engineering Department. It shall be the responsibility of the Head of the Engineering Department to ensure that the tenders as per the requirement of E-Tender portal clubbed in such a manner to make their publication cost effective.

3.2 NOTICE INVITING TENDERS

All notice inviting tenders should be in a standard form and serially numbered. A proper register will be maintained for this purpose. It should be issued only after the competent authority has accepted the tender documents as per clause 3.1.5 and approved the NIT (Notice inviting tender) papers. The notice inviting tenders should be carefully prepared.

3.2.1 CONTENTS OF E-BID DOCUMENT

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

- | | |
|------------------|---|
| (1) Invitation | for E-Tender |
| (2) Instructions | to Bidders. |
| (3) Conditions | of Contract; |
| (4) Technical | E-Bid (Applicable only for Works as mentioned in e-Bid Notice); |
| (5) Financial | E-Bid; |

ii) The cost of bid document / e-Bid processing fee and Earnest Money Deposit (EMD) shall be demanded through RTGS/ NEFT only as per standard e-Tender Invitation Notice. **(Annexure-3)**

iii) PRE-BID CONFERENCE

A pre-bid conference may be organized by Head of Engineering Department if required with the prior approval of VC/ Competent Authority. The details regarding this shall be incorporated in NIT/ Bid Document.

(iv) BID CAPACITY

For Projects/ Works more than Under 2 bid system the bid capacity of bidders shall also be evaluated in spite fulfilling other conditions of the bid. The formula of evaluating bid capacity of tenderer and affidavit thereof is annexed in Annexure-5&6 respectively. Engineering Division shall include these Annexure in bid document for such work.

3.2.2 In case of lump-sum tenders the Executive Engineer should see that detailed drawings, design and specification duly approved by the competent authority form part of the tender documents and that the cost of various items forming part of the sanctioned estimate of the work is correctly assessed with reference to the relevant schedule of rates and in the case of non-schedule items, on the basis of rates supported by detailed analysis thereof, sanctioned by the competent authority.

3.2.3 The Bid Document are very important documents on which call of tenders and subsequent agreements with the contractors are based. It is, therefore, very necessary that each page and the correction slips as well as other corrections and amendments made in the Bid Document are numbered and signed by the issuing officer as token of approval so that all chances of tampering with such documents are avoided. All corrections in the Bid Document should be attested by Concerned Executive Engineer.

3.2.4 It will be the responsibility of the Divisional Accountant to see that all forms issued to tenderers whether printed or otherwise, are clear, legible and unambiguous.

3.2.5 The schedule of quantities attached with the tender document must contain columns of "Unit", "Quantity" and "Rate" for each item. The contractors should quote the percentage above or below up to two places of decimal in figures and words both.

3.2.6 Tender bids for projects upto Rs.10.00 Lakh shall require only price bids to be submitted. Tender bids for projects above Rs.10.00 Lakh shall be in two bid system.

3.2.7 It should be ensured that specific PWD/SOR/DSR or any other applicable schedule number is to be mentioned against each items of schedule of quantity attached to tender documents.

3.3 PUBLICITY OF E-TENDERS

3.3.1 For Publicity of e-tenders following norms shall be followed:

- (i) Publication in minimum two newspapers of regional level.
- (ii) On the notice boards of the Authority in such fashion that it should be easily readable.
- (iii) The tender notice and a copy of tender document must also be uploaded on website <https://etender.up.nic.in>.
- (iv) Wide publicity should, therefore, be given to the notice inviting tenders.

3.3.2 The following guidelines are to be followed by the Executive Engineer regarding publicity of tenders: -

- (a) Newspapers cutting in each case should be collected and kept on record as a proof of publicity.
- (b) Full details of the dates on which advertisements have actually appeared in the Newspapers should be indicated while forwarding the recommendation for sanction to higher authority.

3.3.3 TIME LIMIT FOR PUBLICITY OF TENDERS

- (i) The following time limits between the date of publication of tender on website or Press whichever is earlier and the date of receipt of the tenders should be 7 days in case of works with estimated cost up to Rs. 20 lakhs
- (ii) 10 days in case of works with estimated cost between Rs. 20 lakhs to Rs. 200 Lakhs.
- (iii) 14 days in case of works with estimated cost more than Rs. 200 Lakh.

The above time limits may vary at the discretion of the NIT approving authority keeping in view the exigencies of work.

3.4 E-TENDERING SYSTEM

3.4.1 All tenders above the amount of Rs 1.00 lakhs will be invited on E-tendering pattern only.

3.4.2 Apart from attaching Plans and drawing with the e-tendering process, a set of plans and drawings should also be kept at the office of the Executive Engineer to study by the contractors.

3.5 TIME LIMIT FOR RE TENDER NOTICE

In case of cancellation of any tender, the schedule for re-tender shall also be drafted as per clause 3.3.3 above.

3.6 AVAILABILITY OF TENDER DOCUMENT

3.6.1 The concerned Engineering division shall ensure that tender document is uploaded on E-procurement website <https://etender.up.nic.in> as per time schedule mentioned in tender inviting notice.

3.7 RECEIPT OF TENDER

The Bid Submission module of e-Procurement website <https://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to the e-bid published by the department. Bid Submission can be done only from the given start date and time till the given end date and time in the e-bid schedule. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the only permissible time in which the e- Bid submission activity will be allowed till

the last end date as indicated in the e-bid schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall be accountable to themselves.

3.8 TENDER OPENING

3.8.1 From 0.50 Lakh UP TO Rs. 10.00 LAKH

All tenders for works of estimated cost from 0.50 Lakh up to Rs. 10.00 Lakh in single bid process will be e-opened by a committee consisting of AE (designated by Head of the Engineering Department) and a member of Accounts Department (designated by Head of the Accounts Department) in the presence of Executive Engineer using the DIGITAL SIGNATURES.

3.8.1.1 Tenders will be opened at designated time and date as given in the e-tender notice.

3.8.1.2 All downloaded documents shall be signed by concerned Junior Engineer/Assistant Engineer and shall record the number of pages downloaded.

3.8.1.3 The Accounts Department will verify the cost of e-Tender and Earnest money deposited by all the bidders and intimate that to concerned Engineering Department. The bidders who have deposited the amount of e-Tender and earnest money in the prescribed bank account of Development Authority shall only be eligible for further process.

3.8.1.4 All downloaded documents of the bid will be handed over to the concerned Engineering Division. The concerned Junior Engineer and Assistant Engineer will prepare a comparative statement of the prices of eligible bidders who have deposited the amount of e-Tender and earnest money and prepared the justification of the tender as per the documents submitted, along with the bids vis-a-vis the standard terms and conditions shall be submitted to the Executive Engineer, who after scrutiny will submit it along with his specific recommendation to Tender Evaluation Committee as defined in para 3.9 through the Head of Engineering Department within seven days of opening the tender.

3.8.2 ABOVE RS. 10.00 LAKHS

All Tenders above Rs. 10.00 Lakh in Two bid process will be e-opened by a committee consisting of EE (designated by Head of the Engineering Department) and a member of Accounts Department (designated by Head of the Accounts Department) in the presence of Executive Engineer using the DIGITAL SIGNATURES.

3.8.2.1 Tenders will be opened at designated time and date as given in the e-tender notice.

3.8.2.2 All downloaded documents shall be signed by concerned Junior Engineer/Assistant Engineer and shall record the number of pages downloaded.

3.8.2.3 The account Department will verify the amount of e-Tender and earnest money deposited by all the bidders and intimate that to concerned Engineering Department. The bidders who have deposited the amount of e-Tender and earnest money in the prescribed bank account of Development Authority shall only be eligible for further process.

3.8.2.4 All downloaded documents of the bid will be handed over to the concerned Engineering Division. The concerned Junior Engineer and Assistant Engineer will prepare a comparative statement of the prices of eligible bidders who have deposited the amount of e-Tender and earnest money and prepared the justification of the tender as per the documents submitted, along with the bids vis-a-vis the standard terms and conditions shall be submitted to the Executive Engineer, who

[REDACTED] Housing and Urban Planning Department
after scrutiny will submit it along with his specific recommendation to Tender Evaluation Committee as defined in para 3.9 through SE/CE, TSC within seven days of opening the tender.

3.8.2.5 The downloaded documents regarding work experience and financial capacity shall be verified from concerned department of Engineering Division. An affidavit regarding this shall be obtained from bidders along with their bids, clearly stating that if any document shall found forge, the EMD/ performance security money shall be forfeited, and the bidder shall be debarred from tendering in future.

3.8.4 RECEIVING OF ONE OR TWO TENDERS:

If consequent to invitation of e-tenders bids for any work for the first time, only one bid/tender is received or consequent to technical evaluation if only one bid/tender is found eligible, such bids/tenders shall be termed as single tenders and, the financial bids of tenders/bids shall not be opened. In such cases the bids shall be re-invited. The Competent Authority may accept Single or double Tender in second or subsequent invitations/calls. Such bids shall be accepted with the approval of Vice Chairman on recommendation of tender evaluation committee as described in clause 3.9.

3.9 TENDER EVALUATION COMMITTEE

3.9.1 Concerned engineering division shall prepare the details and justification and shall put to Technical Support Cell under CE/SE. After recommendation of TSC, tender shall be placed to Tender Evaluation Committee thru SE (if posted) .Tender Evaluation committee shall consist of the following:

S.No.	Amount of Work	Tender Evaluation Committee
1	Works up to Rs. 10.00 Lakh (Single Bid Process)	Concerned Head of Engineering , Head of Finance Department
2	Works more than Rs. 10 Lakhs and Upto 1.00 Cr. (Two Bid Process)	Concerned Head of Engineering, CAO/FC, & SECRETARY
3	More than 1.00 Cr. (Two Bid Process)	Circle C.E , CAO/FC, & SECRETARY

Note: 1- On unavailability of the above-mentioned officers in any Development Authority, the Tender Evaluation Committee may be modified by prior approval of the Vice Chairman.
2- Circle C.E. Defined in DEFINITIONS.

3.9.2 The Tender Evaluation Committee will evaluate the comparative chart and record its comments on the eligibility of the tenders and forward the same to the tender accepting authority as detailed at Para 3.12 for approval.

3.9.3 Tender Evaluation committee will examine the pre-qualified bids and also short-list the tenders who meet all the stipulated requirements.

3.10 REQUIREMENTS FOR PRE-QUALIFICATION BID FOR TENDERS INVITED IN TWO BID SYSTEM

The detailed requirements for pre-qualification are prescribed in Tender Document annexed (Annexure No. -2) Concerned Engineering Division should examine the bid documents uploaded by all bidders carefully and submit comprehensive report accordingly. No document other than the uploaded document shall be considered for technical evaluation without prior approval of VC.

3.11 PRICE BID OPENING IN TWO BID TENDER PROCESS AND PREPARATION OF JUSTIFICATION

3.11.1 After approval of the Technical bid, the date and time for opening of the Financial bids shall be intimated to the prequalified bidders through E- procurement website <https://etender.up.nic.in> and the financial bid shall be opened by the committee as per para 3.8.2 on prescribed date and time, in front of the contractors or their authorized representative.

3.11.2 The Assistant Engineer from whom the project is to be undertaken shall, submit his comments and justification to the EE concerned within seven days of opening the price bid. The detailed justification statement shall be prepared by AE for checking the reasonability of rates as per procedures laid down below relating to examination of tenders by the Tender Evaluation Committee: -

The method consists of preparing detailed analysis of rates by taking prevailing market rates of labour, materials, cartage, etc. The major items on the whole cost, atleast 90% of the estimated cost put to tender are analyzed, to work out the justified percentage on this basis. The items to be considered should be so selected that have higher estimated cost and amount. One should start with the items having the highest estimated amount, and then the next lower amount in the descending order and so on, till atleast 90% of the estimated amount is reached.

Any other suitable method may also be adopted, depending upon the kind and complexity of work. The adoption of a particular method should be decided judiciously by the authority competent to accept the tenders. The justification of tenders should be prepared based on prevailing market rates only and the items used are of specified quantity and conform to standards/specifications laid down in the Tender document. For justification of tenders for the materials of which the base rates have been specified under clause 10 CA, shall be considered for justification statement.

Note-1: For the preparation of Analysis of Rates for Justification of Tenders received either in single or two bid system, the following method shall be adopted.

- (a) For Construction and Development works other than building works: The prevailing Rates of U.P.P.W.D SOR of respective circle.
- (b) For Road and Bridges Works: The items not covered in U.P.P.W.D SOR, shall be analyzed using MORTH analyses of rates.
- (c) For Sewer and Water main : The items not covered in U.P.P.W.D SOR, shall be analyzed as per the UP Jal Nigam Analysis of Rates or DRS/DAR.
- (d) For Building Works (Low & High Rise): As per DRS/DAR..
- (e) For any other Specific Works: The Analysis of Rates of respective departments such as National Building Organization and INTACH etc.
- (f) For works not covered from (a) to (e) above: As per similar Analysis of Rates or Analysis of Rates approved by head of Engineering Department.
- (g) For Electrification Works: The prevailing Rates of U.P.P.W.D SOR, DAR and UPPCL SOR etc.

Note-2: For adopting the basic rates of Materials, Labour, Machinery, Cartage and T&P etc for preparation of Analysis of Rates for Justification of Tenders received either in single or two bid system, the following method shall be adopted.

- i) The basic rates of Materials, Labour, Cartage and T&P etc. published in prevailing UPPWD SOR of respective circle shall be taken.
- ii) For the rates not published in UPPWD SOR, the rates prevailing in Delhi Schedule of Rates (DSR) shall be taken.
- iii) For Bituminous items the prevailing rates of Indian Oil Corporation (IOC) of nearest refinery shall be taken.

If rates of any Materials, Labour and T&P etc are not available in UPPWD SOR & DSR, then prevailing market rates shall be adopted by inviting taking Quotations/ market survey done by Rate Fixation Committee after approval of head of Engineering Department.

3.11.3 The concerned EE, within Three days of examining the justification & comparative statement shall forward along with his specific recommendation to SF/CE who will get examined from TSC and place the same before the Tender Evaluation Committee within Three it working days for its consideration (refer Para 3.9). The Tender Evaluation Committee will examine the tenders in respect to justified rates.

3.11.4 The recommendations of Tender Evaluation Committee shall be forwarded to the concerned Tender accepting Authority as prescribed in 3.12. The entire tender accepting process should be completed within Twenty One working days from the date of opening of price bid of the tender. The concerned Executive Engineer will issue acceptance letter/Letter of Award to the contractor within Three days thereafter.

3.11.5 As a general rule, no negotiations shall be carried out with any of the bidders for reduction of rate. However, in exceptional cases, where exigency demands, negotiations can be conducted with the lowest bidder and revised offer will be received in sealed envelope which is to be opened before the Tender opening committee at an appointed time and date. The recommendation to adopt negotiation will be forwarded by concerned Tender Evaluation Committee as defined in Clause 3.9.1 to the Tender Accepting Authority as detailed in Clause 3.12 for approval.

3.12 TENDER ACCEPTING AUTHORITY

The recommendation of Tender Evaluation Committee (As per Para 3.9.1) will be examined by Tender Accepting authority which shall be as under:

S.No.	Amount of Work	Tender Accepting Authority
1	Works up to Rs. 10.00 Lakh (Single Bid Process)	Secretary
2	Works more than Rs. 10 Lakhs (Two Bid Process)	Vice Chairman

In the event, the Tender Accepting Authority do not agree with the findings of the Tender Evaluation Committee, he / she shall record his / her reasoning in detail and will cancel the tender.

3.13 AWARD OF WORK WITHOUT INVITING TENDERS

As a general rule the works / projects for which administrative approval, technical sanction and expenditure sanction have been obtained, should be awarded only after inviting e-tender. However, in case of urgency or works of a specialized nature, emergency or critical situations only, the project may be awarded on work order or selection basis without calling for open tender with approval of Vice Chairman/ Competent Authority only. The precise nature of urgency or specialization shall be recorded before dispensing with the procedure of calling of tenders.

3.14 ACCEPTANCE OF TENDERS OTHER THAN THE LOWEST

In case where the lowest tender is not accepted, clear logical reasons shall be recorded in the file in writing for its rejection/recall. In no case tender of other than lowest tender shall be accepted.

3.15 LETTER OF ACCEPTANCE (LOA) AND EXECUTION OF AGREEMENT

3.15.1 On acceptance of tender by Competent Authority, a letter of acceptance shall be issued to the successful bidder with intimation of performance security, additional performance security (if any) and execution of contract agreement. Specimen of the LOA is attached at (Annexure- 7).

After submission of performance security/additional performance security (if any) within prescribed time, a letter for commencement of work shall be issued to the successful bidder. Specimen of the LOA is attached at (Annexure- 7A).

3.15.2 On Completion of Tendering process a contract Agreement/Bond shall be drawn-up between the Executive Engineer and the contractor. The agreement pertaining to tender will be entered into by the Executive Engineer (upto Rs. 10.00 Lakh) on behalf of Vice Chairman. Specimen of the Agreement is attached at (Annexure-8). The Contract bond above Rs. 10.00 Lakh shall be countersigned by the Head of the Engineering Department. The agreement must be sealed and a certificate regarding total number of pages of agreement and check of financial aspects must be recorded by Accounts Department. A yearwise bond/agreement/contract register shall be maintained at the Head of Engineering office where a copy of all such documents shall also be maintained. The Contract/bond number shall be issued from this office only as a centralised system.

3.16 EARNEST MONEY

3.16.1 Necessity of Earnest Money

Earnest money is paid by each tenderer to enable Authority to ensure that a tenderer does not refuse to execute the work after it has been awarded to him. In case where a tenderer fails to commence the work awarded to him, the earnest money shall be forfeited by the Development Authority.

3.16.1 Rates of Earnest Money

The amount of the earnest money, which a contractor should deposit along with tender, is regulated by the following scales which should be specified in the tender notice.:-

- (i) For works estimated to cost up to Rs. Ten crores : 2% (two percent) of the estimated cost.
- (ii) For works estimated to cost more than Rs. Ten crores : Rs. Twenty lakhs plus 1% (one percent) of the estimated cost in excess of Rs. Ten Crore.

3.16.2 In cases where result of higher or lower rates quoted by the contractors, the tender is higher or lower than the estimated cost, the earnest money will continue to be based on the estimated cost of the tender. If only a part of the work as shown in the tender is awarded and the contractor does not commence the work, the amount of the earnest money will be forfeited by the Development Authority should be worked out with reference to the estimated cost of the work so awarded.

3.17 REFUND OF EARNEST MONEY

3.17.1 Earnest money deposited by all the contractors except the three lowest tenderers should be refunded within 3 days from the date of opening of financial bid of tenders without waiting the approval of the tender. The Earnest money deposited by the remaining tenderers (except the successful bidders) should also be refunded within a week of the acceptance of the tender.

3.17.2 The EE should periodically review the tender registers with a view to ensure that the Earnest money is refunded in time.

3.17.3 FORFEITURE OF EARNEST MONEY

No tenderer shall make any modification in the terms & conditions of the tender/tender notice otherwise the tender will be treated as conditional and shall be cancelled. If the tenderer does not sign

the Agreement Papers before or after submitting required Security Deposit and Stamp Papers as Stamp duty within given period in the acceptance letter, his earnest money shall be forfeited and the contractor may be black listed as per the stipulations of general condition of contract.

3.18 PERFORMANCE SECURITY

3.18.1 The rate of Performance Security deposit will be 5% of the tender amount. The Earnest Money of the Successful bidder shall be converted and adjusted into the performance security.

3.18.2

For TENDERS upto 25 crores, the performance security deposit may be accepted in the form of FDR/CDR/TDR/NSC of Nationalized Banks/ Scheduled Banks Post Office issued from local branch of the city of the Development Authority, provided that they cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer.**3.18.3** Tender cost more than Rs. 25 Crore, it may be in form of Bank Guarantee issued from any Nationalized Banks/Scheduled Banks preferably from local branch of the city of the Development Authority, and cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned DA. The standard form of bank guarantee for this purpose is annexed. (Annexure-11)

3.19 SECURITY TO BE DEDUCTED FROM RUNNING BILLS

3.19.1 The Security from running bills shall be deducted in cash from the running bills @5% of the work done, which shall be refunded after Defect Liability Period plus 3 months.

3.19.2 For TENDERS up to 25 crores, if the contractor in any stage of work deposit the FDR/CDR/NSC in place of security deducted from running bills, the security may be refunded provided that the FDR/CDR/TDR/NSC should be issued from any Nationalized Banks/ Scheduled Banks/ Post Office from local branch of the city of the Development Authority and cover the stipulated period of contract plus the defect liability period plus 3 months and are duly pledged in the name of the concerned Executive Engineer.

3.19.3 If the contractor for tender cost more than Rs. 25 Crore in any stage of work deposit the Bank Guarantee in place of cash security deducted from running bills, the security may be refunded provided that the BG should be issued from any Nationalized Banks/Scheduled Banks from local branch of the city of the Development Authority, and cover the stipulated period of contract plus the defect liability period plus 3 months and are duly pledged in the name of the concerned DA. The standard form of bank guarantee for this purpose is annexed. (Annexure- 10)

3.19.4 All FDR/ TDR/ CDR/ NSC/ Bank Guarantee shall be verified from issuing Bank/ Post Office by Finance Department / Engineering Division as per administrative order.

3.19.5 Payment will be released to the contractor only after the Bank guarantee is got duly verified by Bank.

3.20 ADDITIONAL PERFORMANCE SECURITY

3.20.1 As per guidelines issued from UP Government, the successful bidder has to deposit additional performance Security, if the rate quoted by him is below from the justified amount (on the date of tendering). The rate should be @0.5% per percent for up to 10% below rate and @1% on rate quoted beyond 10% below rate on tender amount. This additional performance security should be transferred in DA A/C through NEFT/ RTGS.

3.20.2 Tender cost more than Rs. 25 Crore, the additional performance security may be

provided in form of Bank Guarantee issued from any Nationalized Banks/Scheduled Banks from local branch of the city of the Development Authority, and cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned DA. The standard form of bank guarantee for this purpose is annexed. (Annexure-11)

3.20.3 Payment will be released to the contractor only after the additional performance security is got duly verified by the issuing bank. The Bank Guarantee would have to be renewed, well before its date of expiry, by Finance Department.

3.20.4 All the BG's would remain in the custody of Finance Department/Engineering Division as per administrative order and Division wise/Work wise account shall be maintained in the work register, by Engineering Division as well as with Finance department for monitoring and review.

3.21 PROVISION OF MOBILIZATION ADVANCE

Grant of mobilization advance to the Contractors for executing capital intensive works.

In respect of certain specialized and capital-intensive work with estimated cost put to tender for Rs. 25.00 crore and above, provision of mobilization advance may be kept in the tender document. Chief Engineers should use their discretion carefully in deciding whether any particular work shall be considered as specialized or capital intensive one.

- (i) The mobilization advance limited to 10% of tender amount, at the prevailing prime landing rate (PLR) plus 2% or 10% which ever is higher at simple interest can be sanctioned to the contractor on the basis of necessities of project and specific request as per term of the contract. (Such interest rate would be determined by finance department on the said principle)
- (ii) The mobilization advance shall be released only after obtaining a Bank Guarantee bond of the 112% of amount of advance to be released, issued from any Nationalized/ Scheduled Banks of local branch of the city of the Development Authority, provided that the BG cover the stipulated period of contract and should be duly pledged in the name of the concerned DA. The standard form of bank guarantee for this purpose is annexed. (Annexure-12)
- (iii) The BG shall be kept valid and should be renewed from time to time, to cover the balance amount and likely period to complete recovery together with interest. The advance should be released in not less than two installments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.
- (iv) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.
- (v) The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed or 80% of original completion period is completed whichever is earlier. The completion period shall be reckoned as extended approved period, if any. Failure to completion of 80% of work/period, the balance mobilization advance shall be recovered by the encashment of Bank Guarantee.
- (vi) Payment will be released to the contractor only after the Bank guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry, by Finance Department.
- (vii) All the CVC guidelines shall have to be complied while grant of mobilization advance.

3.22 PROVISION OF SECURED ADVANCE Secured Advance on Materials In respect of certain specialized and capital-intensive work with estimate cost put to tender Rs. 25.00 crore and above, provision of Secured Advance may be kept in the tender document. The Contractor on signing an indenture in the form to be specified by the Engineer-in-Charge.....Development Authority may be allowed "Secured Advance" on the security on materials to the extent of 75% of the estimated value of major materials which in the opinion of the Engineer-in-Charge are non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this Clause are incorporated in the works, the amount of such advance shall be deducted from the next payment made under any of the Clauses of this contract.

Procedure for payment of Secured Advance shall be adopted as per provisions laid down in CPWD Manual.

3.23 REFUND OF SECURITY DEPOSIT

Condition for Refund of Security Deposit:-

3.23.1 The Security Deposit shall not be refunded to a contractor except in accordance with the terms of contract/agreement.

3.23.2 The period of defect liability as prescribed in the Contract Agreement will be reckoned from the date of the completion certificate as recorded by Executive Engineer, provided the quality of work is found to be satisfactory and up to the specifications and certified as such by the Executive Engineer. The Security Deposit of the contractor should be refunded by the Executive Engineer after the prescribed defect liability period as stipulated in the contract agreement. The refund order of Security Deposit must be accorded by the Competent Authority.

3.23.3 The EE should keep a close watch on the delays in the refund of security deposit to contractors and for this purpose they should periodically review the register of security deposit.

3.23.4 Once the recoveries become due from the contractor, the same should be recovered from the money due to the contractor either from the same work or from any other work or from the security deposit. Action to recover the overpaid amount should not be delayed or kept in abeyance during the pendency of arbitration proceedings. Action in terms of the award of the arbitration can be taken after the award is received and accepted by the competent authority.

3.23.5 In case it is found that the work is not fully completed on the due date as per contract, the Engineer-in-charge must record writing the incomplete work along with the deficiencies remaining including site clearance on that date. A suitable action by issuing notice to contractor and its copy to his supervisory staff to complete the work as per contract conditions within a suitable time as determined by E/lc. The failure to complete the work as stipulated in above notice shall attract the penalties including rescindment of the contract bond.

3.24 REFUND OF PERFORMANCE SECURITY AND ADDITIONAL PERFORMANCE SECURITY

3.24.1 The Performance Security and Additional Performance Security may be released after successful completion of the project with payment of final bill of the work.

3.25 ENLISTMENT OF CONTRACTORS

3.25.1 Development Authorities call its contractors who intend to work with the department. It is

done to have a ready list of suitable and competent contractors for Development Authorities works so as to minimize requirement of verification of credentials of contractors at the time of individual tenders. At the same time, only those contractors are allowed to continue in the list that remain active in Development Authority and perform satisfactorily. Any Indian Individual, Sole Proprietorship Firm, Partnership Firm, Limited Liability Partnership, Public Limited Company or a Private Limited Company may apply for enlistment as a contractor in Development Authorities under these Rules provided the eligibility criteria and other conditions are satisfied. The enlisted contractors have to abide by all the rules made herein and as amended from time to time during the currency of their enlistment. Detailed procedure for Enlistment of Contractors is given at (Annexure- 13)

3.25.2 In the event of the successful bidder is not enlisted with the concerned Development Authority, the same has to be enlisted in the concerned Development Authority as per enlistment rules laid down in this Manual within one month of the issuance of the letter of acceptance or before execution of the Contract Agreement which ever is earlier as per procedure for Enlistment of Contractors is given at Annexure- 13, in the class for which work has been accepted. There shall be no enhancement of class till the completion of the work .

3.26 WORKS TO BE EXECUTED BY INVITING QUOTATION

The works for cost below 1.0 lakh shall be executed through inviting proper quotations after administrative approval from Competent Authority.

3.27 PRICE ADJUSTMENT (ESCALATION) CLAUSE

If the completion period of any Projects/Works of Multi-story building/Specialized Project is stipulated for more than 18 months, the provision of Price Adjustment (Escalation) shall be incorporated in E-tender document. For the purpose of Price Adjustment (Escalation), provisions of CPWD manual shall be adopted with prior approval of Vice Chairman. The tender document shall be prepared accordingly.



CHAPTER-4

ASSIGNMENT OF RESPONSIBILITIES

ASSIGNMENT OF RESPONSIBILITIES

4.1 WORK IMPLEMENTATION

All development and construction activities shall be carried out through an Engineering Division. The Head of Engineering Department shall assign the Engineering Division to undertake the particular project/development work.

4.2 COMPOSITION AND JOB RESPONSIBILITIES OF ENGINEERING DIVISION AND ENGINEERS

4.2.1 AN ENGINEERING DIVISION SHALL CONSTITUTE OF FOLLOWING:-

a.	EE	1 No.
b.	AE	3 No.
c.	JE	12 No.
d.	Head Clerk	1 No.
e.	Divisional Accountant	1 No.
f.	Public Works Clerk (PWC)	1 No.
g.	Other clerical staff	3 No.
h.	Computer Operator	2 No.
i.	Peon	6 No.

4.2.2 ALLOCATION OF DEVELOPMENT WORKS WITHIN AN ENGINEERING DIVISION

4.2.2.1 Each Division can allocate works up to the value of Rs.100 Crore/ Single Project of any amount.

4.2.2.2 Each of the AE can allocate works up to the value of Rs.40 Crore/ Single Project of any amount. The Executive Engineer may depute more than one AE in a project as per requirement/quantum of project.

4.2.2.3 Each of the JE can be made responsible for the execution of works up to the value of Rs. 10 Crore/One Project of any amount. The Executive Engineer may depute more than one JE in a project as per requirement/ quantum of project.

4.2.3 In the Development Authorities where post of Chief Engineer/Superintending Engineer is not established, Head of the Engineering Department of such authorities will exercise the powers of SE and CE. After due approval of VC, Head of the Engineering Department will also have the responsibilities of SE and CE. However, for a uniformity of technical procedures and strategies, Circle Chief Engineer shall remain empowered for works costing more than 1 crore under the respective VC.

4.2.4 Chief Engineer is assisted by Superintending Engineers, Executive Engineers, Assistant Engineers and Junior Engineers. Their number would depend on the size of the Development Authority. Specific job responsibilities of Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer and Junior Engineer are given at (Annexure- 14 to 18) for strict compliance.

4.2.5 In the Development Authorities where post of Chief Engineer/Superintending Engineer is established, there must be one Technical Support Cell (TSC) under SE/ CE for checking of Projects,

Estimates, Tender, Bills & Variation etc. The TSC shall also coordinate with all Engineering Division for following works:-

- (i) For preparation of Notice Inviting Tender and uploading E-Tender.
- (ii) For Enlistment of Contractors
- (iii) For preparation MPR and coordination with Avas Bandhu/ Govt.
- (iv) Compilation of data for different meetings/ Orders at Govt./ VC/ SEC level regarding Engineering Department.
- (v) Compilation of Audit Reports regarding Engineering Department.
- (vi) Compilations of data for preparing Budget.
- (vii) Monitoring of reports submitted by Third Party Inspection (TPI) Agency
- (viii) Payments of TPI
- (ix) Other works assigned by CE

4.3 THE TECHNICAL SUPPORT CELL SHALL CONSTITUTE OF FOLLOWING:

a.	EE	1 No.
b.	AE	2 No.
c.	JE	3 No.
d.	Clerical staff	3 No.
e.	Computer Operator	2 No.
f.	Peon	3 No.

4.4 Circles of Circle Chief Engineer are previously defined as below: -

CircleNo	Circle	Include Authority
1	Lucknow	Lucknow, Raibareli & Unnao
2	Kanpur	Kanpur, Orai & Jhansi
3	Ghaziabad	Ghaziabad, Khurja, Bulandshahar & Hapur
4	Gorakhpur	Gorakhpur, Azamgarh & Kapilvastu (SADA)
5	Ayodhya	Ayodhya & Basti
6	Varanasi	Varanasi, Mirzapur, Shakti Nagar (SADA) & Kushi Nagar (SADA),
7	Prayagraj	Prayagraj, Banda & Chitrakoot (SADA)
8	Mathura	Mathura & Aligarh
9	Agra	Agra & Firozabad
10	Bareilly	Bareilly, Moradabad & Rampur
11	Mecrut	Mecrut, Saharanpur, Muzaffarnagar & Bagpat

Note:

1. In case of non posting at a specific place, VC of any DA can request the Government to designated a nearby Chief Engineer for Circle Chief Engineer purpose.
2. As the Circle Chief Engineer, all the perquisites (TA , DA of travel etc.) shall be born by the DA of posting of CE.

CHAPTER-5

EXECUTION OF WORK

EXECUTION OF WORK

5.1 MEASUREMENT BOOK

The payments to contractors and other agencies for the work done or other services rendered are made on the basis of measurements recorded in the Measurement Book. Instructions regarding maintenance of the measurement's books are given in subsequent paras.

5.2 WRITING OF MEASUREMENT BOOK (MB)

5.2.1 The Measurement Book is the basis of all accounts of quantities whether of works done by contractors or by labourers employed departmentally or materials received. It should be written in a way that the transactions are readily traceable.

5.2.2 These Books should be considered as very important account records and maintained very carefully and accurately, as these may have to be produced as evidence in the court of law, if and when required.

5.2.3 All Measurement Books belonging to an Engineering Division should be numbered serially. A register should be maintained by Public Works Clerk (PWC) showing the serial number of each measurement book, person to whom it is issued, the date of issue, date of its return to the Engineering Division and date of its record after the required review in the Engineering Division has been completed. Each MB should be machine numbered, serially arranged and bound in fact and certified as such either by Executive Engineer or Assistant Engineer.

5.2.4 The Books no longer to be used with the Assistant Engineer/Junior Engineer should be kept safely by PWC even though not completely written up. The same can be re-issued as and when demanded by Assistant Engineer/Junior Engineer.

5.2.5 When a Junior Engineer in charge of the work or stores is transferred, he should hand over the Measurement Books issued to him to his successor/PWC and these should be shown as received from him and also be recorded in the Measurement Book after the last entry in each book under dated signature of the relieving Officer and relieved Officer.

5.2.5.1 All measurements should be recorded neatly and directly in the Measurement Book as per standard mode of measurements. The signature of the contractor or his authorized representative should be obtained in the measurement book.

5.2.5.2 The entries should ordinarily be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect entry and inserting the correction. The correction thus made shall be initialed and dated by a responsible officer. The Junior Engineer recording the measurements should record a dated certificate "Measurements taken by me" with full signature in the Measurement Book.

5.2.5.3 The pages of the MBs should be machine numbered. Entries should be recorded continuously and no blank page left or torn out. Any pages or space left blank inadvertently should be cancelled by diagonal lines, the cancellation being attested and dated.

5.2.5.4 When any measurement are cancelled or disallowed these must be endorsed by the dated initials of the Officer ordering the cancellation or by a reference to his orders, initialed by the Officer who made the measurements, the reasons for cancellation being also recorded.

5.2.5.5 The concerned Junior Engineer shall prepare the Abstract of cost and bill for payment and same shall be submitted to the Assistant Engineer who after carrying out his test check of at least 50% of bill amount shall enter the word "Checked the bill" with his dated initials and submit the same to Executive Engineer. The Executive Engineer after carrying out his test check at least 25% of the bill amount and pass orders to check the bill to PWC/DA. The PWC/DA shall check the calculation of quantities, abstracts, and the bill as per provisions of the contract bond and after deducting all taxes, Security, Labour Cess, Testing charges, Third party Inspection charges (if any), delay penalties and levies etc. shall place the measurement book and the bill before the Executive Engineer. The Executive Engineer then sign the bill with specific recommendation and the measurement book at the end of the abstract and shall submit to Head of Engineering Department.

5.2.5.6 The Head of Engineering Department after satisfying himself shall forward the contractor bill to CAO/ Finance Controller.

5.2.5.7 If there is no SE/ CE posted in any Development Authority, the EE shall forward the contractors bill to CAO/ Finance Controller.

5.2.5.8 All items of works in a project shall be measured and recorded by the Junior Engineer of the work. It is, however, open to the Assistant Engineer to record measurements for any particular item of work himself.

5.2.5.9 The Assistant Engineer have to record measurements himself or exercise 100% check on the measurement recorded by Junior Engineer for any item including those, which owing to their situation, cannot subsequently be checked/measured (hidden items) or which have very high unit rates or which in the opinion of the Assistant Engineer are important.

5.2.6 RECORDING OF MEASUREMENT

The first entries to be made on the occasion on each measurement are as follows:

- (a) Full name of work as given in the Agreement.
- (b) Situation of work.
- (c) Name of Contractor/ Agency.
- (d) Contract Bond No. and date.
- (e) Date of start & stipulated completion (in case of running bill) of the work.
- (f) Date of Actual Completion (in case of Final Bill)
- (g) Date of measurements.
- (h) Reference to previous measurement book (if any).

The guide lines given in finance and Accounts Manual, 2004/ financial hand book shall also be followed.

5.2.7. METHOD OF RECORDING NOMENCLATURE OF ITEM

Complete nomenclature of the items as given in the agreements shall be written in the MB for recording measurements for the running and final bills.

5.2.8. (A) COMPUTERIZED MEASUREMENT BOOKS (CMB'S)

A Computerized Measurement Books (CMB's) may be used instead of Conventional Measurement Book for recording measurements and preparing bills of the Projects/ Works. For preparing the computerized Measurement Books following method shall be followed:

5.2.8.1 Separate Measurement Books will be used for recording measurements and preparation of bills. The size of the Measurement Book may be 30 x 22 cm and each Measurement Book may contain 200 pages. Where the details of measurement for items of works are prepared in the form of a computer sheet, the sheet shall be of half/three-

fourths of the size of the page of the Measurement Book. It shall be numbered and pasted in one page of the Measurement Book and the total of the abstract of quantities in the computer sheet shall be recorded in ink on that page of the Measurement Book and signed. Any blank space shall be scored out. The supporting details of the measurement in the computer sheet shall be kept as record for reference.

5.2.8 (B) E-MEASUREMENT BOOKS (EMB)

Above guidelines shall be followed and online EMB / EBILL procedures shall have to be followed as standard practice.

5.2.9 TEST CHECKING OF MEASUREMENTS

5.2.9.1 The Assistant Engineer must satisfy himself before passing a bill for payment or before submitting it to the Executive Engineer for payment that the work or supply billed for has actually been carried out/completed in accordance with the claim. Assistant Engineer should inspect all works of any magnitude before authorizing final payments in connection therewith.

5.2.9.2 In addition to the above, AE and EE are required to check measurements of the works in their charge as below:-

- (a) The Assistant Engineer should check 100% measurements of the hidden items and not less than 50% of other measurement recorded by the Junior Engineer.
- (b) The Assistant Engineer (Electrical) should test check 100% of all items of at least one unit, taken at random, besides test checking isolated and individual items in other units to bring the total extent of check measurement to the desired limit of 50%.
- (c) The EE should check at least 25% of the measurements recorded by Junior Engineer.
- (d) The proforma for the check shall be as per (Annexure - 19).

5.2.10 Computerized measurements/abstract/bills submitted by the contractor shall also be acceptable. These shall be processed as per the provisions laid down as above.

5.3 EXTRA ITEMS/ SUBSTITUTED ITEMS

During the course of execution of works, introduction of extra items/ substituted items are often necessary in the interest of work. This may be allowed with the condition that the Executive Engineer shall ensure that the total cost of the work does not exceed the original cost of the contract plus allowable variations as in clause 5.4. Approval of such Extra Items/ Substitute Items in principle shall be obtained from Competent Authority before execution of the extra items/ substituted items Limits and authority for sanction are as follows:

5.3.1 When Extra items / Sustituted item costs are within tender amount

AUTHORITY	SCHEDULED ITEMS	NON-SCHEDULED ITEMS
A) For works upto 1 Crore Head of Engineering	Upto 5% of tender cost	Up to 5 % of tender Cost
B) For works > 1 crore Circle Chief Engineer		

5.3.2 When Extra items / Sustituted item costs are above tender amount

AUTHORITY	SCHEDULED ITEMS	NON-SCHEDULED ITEMS
Vice Chairman	Full Power on recommendation of Tender Evaluation Committee	

In case of Non-scheduled Extra items, market survey will be conducted by the Rate Fixation Committee to confirm the rate submitted by the contractor.

5.4 VARIATIONS

Detailed Estimates of the any Project work may be prepared in such a manner that no/minimal variation in the cost of project work occur. If during the course of execution of works, due to introduction of extra items, substituted items and variation of quantities are necessary in the interest of work, this may be allowed with the condition that the Executive Engineer shall ensure that the total cost of the work does not exceed 10% of the original cost of the contract. Approval of such variation in principle shall be obtained from Competent Authority before execution of the extra items/substituted items/Variated Quantity. For variation in Project works, the following Officers shall, after satisfying themselves about necessity of such variation, accord sanction for variation as follows:

- a) **For works upto Rs.10 lakh**
Secretary: Upto 5 % of tender amount
- b) **For work above Rs. 10 Lakh**
Vice Chairman would have the power to sanction.

Note: The overall cost of the contract is not to exceed 10% of the original cost of the contract under any circumstance and the original structure of the contract is not to be modified. But if due to some unavoidable circumstances, variation in project/work exceeds 10% limit, the proposal shall be brought before Board for approval of such variation:

5.5 BILLING OF WORKS

5.5.1 All running and final bills will be prepared on standard P.W.D. pattern.

5.5.2 Before the bill of a Contractor/Supplier is prepared, the Assistant Engineer should scrutinize the entries in the Measurement Book relating to the description and quantities of work/supplies and calculations of "Contents of Area" should be checked arithmetically. The bill should then be prepared from the measurement book entries on the prescribed forms.

5.5.3 In case of supplies, the payment is not permissible until the supplies have been received and checked. In case payment has been permitted on production of dispatch documents etc. the payment should be treated as advance against the final settlement on receipt of the stores.

5.5.4 In case of contract in which the contractor is required to obtain materials form Development Authority, necessary recoveries on account of the cost of the materials supplied to him from Authority stores should be made from each bill at the recovery rates fixed by Development Authority.

5.5.5 Measurement Books shall be issued to JE for each work on which he shall record his measurements. The measurement book will accompany the Bill, when it is submitted to the Accounts Department for payment. While the first measurement book is with the accounts Department, the second Measurement Book will be used to record Measurements. The MB must be up to date at all times and one book shall always be available at the site for inspection. Cross-references shall be done in the two measurement books.

5.5.6 The quantity of work executed will be entered on the day of execution. In case of the work not being found satisfactory and rejected, the quantity will be subtracted giving the reference of the quality control report in the Measurement Book. However, it should be ensured that payment is not made unless quality is certified.

5.5.7 The Bills shall be prepared and submitted by the contractor to Engineering Division and it should be complete in all respects. JE will compare the 100% of billed items with respect to entries in MB and do the necessary corrections, wherever required.

5.5.8 50% of the entries of the bills raised shall be verified by the AE at random with reference to the Measurement Book maintained by JE and physical measurements at site.

5.5.9 The JE shall test check the measurements up to 25% with reference to the MB entered by the JE and physical measurements at site and for rates and other terms and conditions before approving the bill. He shall include such documents, certificates, as required and necessary to process the bill e.g. Q.C. reports of checks done by him for necessary verification etc.

5.5.10 The total amount payable in running bills shall be as below:

S.No	Contract Bond Amount	Total work done payable in Running Bill
1	Upto Rs. 3 Crore	Maximum 90%
2	Above Rs. 3 Crore to Rs. 10 Crore	Maximum 93%
3	Above Rs. 10 Crore to Rs. 50 Crore	Maximum 95%
4	Above Rs. 50 Crore to Rs. 100 Crore	Maximum 96%
5	Above Rs. 100 Crore to Rs. 200 Crore	Maximum 97%
6	Above Rs. 200 Crore	Maximum 98%

5.5.11 The bill should be accompanied by the following documents when it is submitted for payment to the bill sanctioning authority:

- a) Measurement book.
- b) Indenture for secured advances
- c) Recovery Statement
- d) Test Check Statement
- e) Part Rate Statement
- f) Extra/Additional /substitute item statement
- g) Certificate of quality as per terms and conditions of tender
- h) Bill Summary Statement
- i) Photo copies of approvals regarding time extensions/penalty waivers from the competent authority if required.
- j) Completion Certificate, if required.
- k) Deduction of all taxes, Security, Labour Cess, Testing charges, Third party Inspection charges (if any), delay penalties and levies etc
- l) Copy of layout plan/building plan (as the case may be) showing the details of works executed by the contractor.
- m) Current photographs of site.

5.5.12 BILL SANCTIONING AUTHORITY

Head of Engineering till completion of work on recommendation of SE/EE/AE/JE, and satisfactory quality of work after due checking of bills by Divisional Accountant nominated by the Finance Department of DA. At all level of sanctioning and verifications, terms and conditions of the contract agreement relating to maintenance, security money deductions, retention money, delay, penalties etc. shall be considered and recorded. Head of Engineering shall also be the joint signatory on the cheques being prepared by the Finance Department for all the engineering works. Note: Project based separate bank accounts are maintained which shall be operated as above.

5.5.13 Final bill of a contractor can be processed only after a Certificate of Completion has been issued by EE/ Competent Authority after due approval of completion cum deviation statement from VC. The completion certificate shall be issued in accordance to the clause 5.16.

5.6 WORK REGISTER

5.6.1 All the bills in respect of work Supplies should be maintained in one register known as "Work Register" in the Engineering Division in the approved form. The bills shall be entered in the work register strictly in order of receipt i.e. the bills received first should be entered before the bills received afterwards. The Public Works Clerk (PWC) should ensure that the register is properly maintained and kept up to date. The register should be submitted to the Executive Engineer every week for his perusal and he will record in the register cases in which these instructions have not been followed.

5.6.2 Accounts Department shall take necessary sanction of the bill by the Sanctioning Authority. These bills will again be entered in a bills register maintained in the Accounts Department. The payment of the bills should be made strictly in order of their receipt.

5.6.3 The PWC is responsible for correctness of entries in the Work Register.

5.7 CONTRACTOR'S LEDGER

5.7.1 The accounts of each folio of contractor ledger book should be maintained by Finance and Accounts Department on monthly basis. The closing balance of each contractor's account should be in detail so as to show, in respect of each separate work or account (stock or purchases) the amount standing, if any, under each of the following's heads:

- a) Mobilization Advance
- b) Bank Guarantee
- c) FDR/CDR/TDR/NSC
- d) Secured Advances
- e) Other Transactions

5.7.2 The Accounts department is responsible for correctness of entries in the Contractors Ledger and balances at the closing of each month. All the contractors' account in the Ledger should be examined to see that:-

- (i) The balances do not remain outstanding for a long time without justification.
- (ii) Bills are prepared at reasonable intervals in case of running accounts.

5.7.3 A contractor requiring a copy of running account or extract of the contractor's ledger should be supplied the same. He should be encouraged to look at his account in the ledger and sign it in token of his acceptance thereof.

5.8 HIRE CHARGES OF PLANT AND MACHINERY

Contractors may use Plant and Machinery of the Department at fixed hire charges. The hire charges of such Plant and Machinery will be counted from the date these are taken out from the Departmental workshop or a specific place till the date of their return.

5.9 RECORDING OF HINDRANCES

- (1) Whenever any hindrance whether on part of department or on part of contractor, comes to the notice of the Assistant Engineer, he should at once make a note of such hindrance in the register kept at site, and immediately make a report to the Executive Engineer within a week.
- (2) For each work separate hindrance register shall be kept at site.
- (3) The Executive Engineer shall review the Hindrance Register at least once in a month.
- (4) The proforma for the Hindrance Register shall be as per (Annexure-21).
- (5) The following points should be kept in mind while entering the hindrances in the Hindrance

Register:

- (i) The entry of date of start of hindrance and date of removal of hindrance should be made on the same day as the hindrance takes place or the cause of the hindrance is removed, respectively.
- (ii) The Assistant Engineer should work out the over-lapping period, net period of hindrance and weightage of each hindrance within 15 days of removal of the cause of hindrance.
- (iii) The items of work affected due to any hindrance should be clearly mentioned in the Hindrance Register by the Assistant Engineer, and the weightage should be allowed on this basis.
- (iv) Each hindrance should be entered in the Hindrance Register, which should be authenticated by the Executive Engineer and Contractor.
- (v) The hindrances on part of contractor are also to be entered in the Hindrance Register.
- (vi) The hindrance should be recorded carefully in the Hindrance Register after considering its effect on completion of work.
- (vii) Review of hindrance register shall be compulsory in Engineering division by EE at the time of payment of each Running Account Bill and final bill and certificate shall be recorded that all upto date hindrances on part of department and contract or have been recorded in the hindrance register.
- (viii) The net delay on part of department or contractor shall be worked out after considering all the hindrances recorded in the hindrance register.
- (ix) The SE/CE should review the Hindrance Register whenever he visits the site of work.

5.10 COMPENSATION FOR DELAY

Compensation for delay shall be governed as per Clause-2 of General Condition of the Contract.

5.11 EXTENSION OF TIME

Executive Engineer will ensure that the work is completed within the period as agreed in the Contract Bond. But in unavoidable circumstances; the time for completion of work may be extended upto a justified period. The extension will, however not mean revision of rates under any circumstances except if the Contract Document specifically mentions otherwise. Competent Authority for sanction of extension of time beyond the justified period shall be as follows: -

Work Value	Sanctioning Authority	No of Days	Penalty
For all work	Head of Engineering Department	Upto 50% of original Contract period or maximum 3 months	With penalty of 2% of remaining work value
	V.C.	All extension	With penalty of 2% of remaining work value.

Note: However total time allowed for time extension beyond justified period shall not be more than the contract period. In the event of non-completion of work during the extended period, in such cases the performance security and additional performance security (if any) of the contractor may be forfeited and debarred from the enlistment, contract rescinded and getting work done at contractor's risk and cost.

5.12 STAGE PASSING REGISTER

- (1) The Assistant Engineer should keep a stage passing register at site.
- (2) For each work separate stage passing register shall be maintained.
- (3) The Executive Engineer shall review the Stage Passing Register at least once in a month.
- (4) The proforma for the Stage Passing Register shall be as per (Annexure -22).

5.13 ACTION ON FAILURE TO COMMENCE THE WORK

If the Contractor fails to start the execution of the work, the earnest money and performance security shall be forfeited by Engineer-in-charge with the prior approval of the tender accepting authority.

5.14 SHOW CAUSE NOTICE

If the Contractor fails to execute the work as per BAR PERT chart, the Executive Engineer shall issue a show cause notice to the contractor. (Annexure - 23)

5.15 BALANCING OF THE TENDER AT THE TIME OF FINAL VARIATION

For the purpose of balancing of tender, at the time of final variation, a final justification shall be prepared by Engineering Division keeping quantities as per final variation but justified rates same as used at the time of tender justification. If final variation amount is more than the final justified amount, the excess amount shall be deducted from the final bill. But if final variation amount is less than the final justified amount, no extra payment shall be made.

5.16 COMPLETION CERTIFICATE.

5.16.1 Work completion certificate shall be initiated by the AE within 15 days from completion of the project, and will be forwarded to EE. The completion certificate shall be issued only after ensuring that the work executed is functional and operational after commissioning and testing done. The date of approval of completion note by head of Engineering Department shall be treated as Completion date of the project and the Completion Certificate shall be issued thereafter. Standard Format for issuing Completion Certificate is annexed in (Annexure - 20).

5.16.2 The EE shall verify the certificate on the basis of MB and his own records pertaining to physical measurements and Q.C. reports.

5.16.3 The EE is authorized to issue the completion certificate. This should be done within 30 days from completion of work with prior approval of Head of Engineering Department.

5.16.4 EE shall withhold an amount required to rectify the defect/short comings the works from the security deposit till rectification of the defects. Recommendation to withhold payment for it shall be recorded by him in the Completion Certificate.

5.16.5 On satisfactory rectification of defects or shortcomings, the permission for issue of Completion Certificate shall be accorded by Head of Engineering Department and authorize the release of the withheld security/retained money after deductions, if any.

5.16.6 In case it is found that the work is not fully completed on the due date as per contract, the EE or the SE concerned must record in the MB the details of all items (including site clearance) remaining incomplete work on that date. A copy of the recorded entry must be sent immediately to the Competent Authority, who sanctioned that contract.

5.17 FARKHATI

5.17.1 At the time of final payment to any contractor, a no dues certificate (FARKHATI) shall be taken from the said contractor. Final payment shall be made only after obtaining "FARKHATI" in a prescribed format as annexed (Annexure-24).

CHAPTER-6

MISCELLENEOUS

MISCELLANEOUS

6.1 GENERAL

Every Assistant Engineer of work under his charge should submit to his Executive Engineer at the beginning of each month or as directed by the Executive Engineer, a physical and financial progress report of the works for the previous month, together with any deviations, bad work or any hurdles and bottlenecks or anything against the interest of the Development Authority should be brought to the notice of higher authorities, i.e. Executive Engineer/ Superintending Engineer/ Chief Engineer.

6.2 INSPECTION OF WORKS

6.2.1 It is incumbent upon concerned Ex. Engineer and A.E. to inspect the works frequently to ensure that the works are being executed in general, according to design and specifications laid down for the purpose. Junior Engineer and Assistant Engineer, who records, test checks of the measurements of an item of work, will be responsible for the quality/quantity and dimensional accuracy of the work he has measured/test checked

6.2.2 The Chief Engineer/Supdt. Engineer shall make adequate surprise checks to ensure the quality of work during construction.

6.2.3 During the visit of the circle by the Chief Engineer, the TA / DA shall be born by the DA where he is originally posted. CE would be allowed to travel to his circle using his official vehicle along with his Technical Support Cell members as per requirement. Also, respective DA's have to make arrangements for the movement of files to Circle HQ.

6.3 RATE CONTRACT AND ENLISTMENT OF CONTRACTORS FOR MAINTENANCE WORKS

The Development Authorities maintains a large number of colonies. It is essential that the standard of maintenance should be high and there should be no cause for complaint. Certain surprise checks are essential to ensure that the maintenance work is carried out systematically and satisfactorily. In this regard the following procedure shall be followed:

6.3.1 For Execution of maintenance works like water supply & sewer connection and repair, road maintenance, road safety devices, Retro Reflective Signages, RCC direction boards, survey works, soil testing, electrical maintenance, building maintenance & other standard materials as approved by the VC, rate contracts and enlistment of the Contractors shall be done. Administrative Approvals shall be obtained on the basis of yearly requirements for all Engineering Departments from Competent Authority as per the delegation of power in clause No.2.3.

6.3.2 On getting the sanction from the Competent Authority, e-tender shall be floated to get rates, rate contracts and enlistment of Contractor shall be entered into. After that maintenance works shall be executed through enlisted contractors on the contracted rates throughout the year on work order basis.

6.3.3 Before issue of such work orders for maintenance works among rate enlisted contractors approval would be accorded by the Secretary upto 10 lacs and Vice Chairman for more than 10 lacs.

6.4 FILING NOMENCLATURES

Each and every file of all Engineering Department shall contain a distinguish no, and a register regarding this shall be maintained at Division level.

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6.4 FILING NOMENCLATURES

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6.5 OBLIGATORY DEDUCTIONS

Accounts office should check & deduct income tax and other taxes as applicable, from bills before making payments. No exception will be made in this regard.

6.6 CONTRACT CONDITIONS

A specimen of General Conditions and Special condition to be given in Bid document are annexed. Specimen of Additional Special "Conditions, Instructions And Important Notes" for Electrification works are also annexed. Changes cannot be made in these conditions without the prior approval of the VC. However, additional conditions may be laid down to suit the local conditions.

6.7 TENDER DOCUMENT

For the purpose of execution of Civil and Electrical works, the specimen of Tender Document is given at (Annexure- 1& Annexure-2). The conditions laid out would vary for different type of products. The detail of technical specifications along with terms and conditions should be annexed with tender document.

6.8 CONTRACT

6.8.1 The Contract means the documents forming the tender and acceptance thereof and the agreement executed between the Development Authority and the Contractor, together with the documents referred to therein, including the conditions of contract, special conditions of contract, form of tender including schedule of quantity, the specifications, design, drawings, schedule "B" and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. The agreement between Contractor and Development Authority shall be executed on stamp paper of requisite value as per the Authority rules. The matter to be printed on stamp paper is given at (Annexure- 8).

6.8.2 The Head of the Engineering Department shall arrange for the safe custody of all agreement/bonds and will ensure that adequate number of certified copies are available for the concerned contractor, auditor, SE and EE of Division.

6.9 IN-HOUSE QUALITY CONTROL CELL

For quality control of Projects/ Works a In-house Quality Control Cell shall be constituted in Development Authorities. The Quality Control Cell will prepare and submit the quality related reports related to works, based on information collected within the division on a fortnightly basis. It shall also submit MIS reports related to Quality Control as may be prescribed.

6.10 ENGAGEMENT OF THIRD PARTY QUALITY ASSURANCE CELL

For quality control of Projects/ Works more than 1.00 Crore a Third party may be engaged for quality assurance in Development Authorities. The Third Party Quality Assurance Agency shall be a State/Central Govt. agencies/ Central Govt. PSU/ State Govt. PSU. The remuneration of the Third Party shall be deducted from concerned contractor's bills and no additional payment shall be made to the contractor in this regard.

6.11 RECORDS

One month after refund of the security deducted under Clause 3.19.2 and refunded under Clause 3.22, the concerned file and its related record shall be sent to "Record Department" of the Development authority by the Executive Engineer.

6.12 ACCEPTANCE OF SUB-STANDARD WORKS

- (1) In the course of execution and payment of the works, no work shall be accepted below acceptable levels specified as per codal provision.
- (2) In general, sub-standard works should not be allowed to occur, as they reflect poorly on the professional competence of the field staff and adversely affect the image of the Department.
- (3) Acceptance of work below specifications and/or below acceptable levels of workmanship, and the resulting payment at reduced rates for such defective/deficient works should be resorted to only for those items where materials conforming to the required specifications are not available, or where it is structurally impossible to get the work re-done or wherein opinion of Chief Engineer /Superintending Engineer it is expedient to do so.
- (4) Acceptance of sub-standard work at reduced rates should be done only under exceptional circumstances Chief Engineer/ Superintending Engineer is the competent authority to accept sub-standard work.
- (5) The total value of quantities of items at agreement rate for which the Chief Engineer/Superintending Engineer accepts sub-standard work in a contract shall not exceed 5% of the contract value. In case total value of such items exceeds 5% prior approval of Chief Engineer/ Superintending Engineer would be necessary. Before a sub-standard work is accepted by the Development Authority, the Executive Engineer, after getting prior approval of competent authority, should write a letter to the contractor, for and on behalf of the VC, regarding acceptance of the same and the provisional rate pending the decision of the competent authority with regard to final rates. In reply to this letter, the contractor should send his consent for acceptance of the terms specified by the Development Authority. For this purpose two forms, as per of CPWD Manual maybe used.
- (6) The decision of the Superintending Engineer/ Chief Engineer regarding the quantum of reduction as well as justification there of in respect of rates for sub-standard work that maybe decided will be final, and would not be open to arbitration under clause of the General Conditions of Contract of the agreement.
- (7) The amount of compensation once levied by the Executive Engineer under clause 2of the General Conditions of Contract for Works, cannot also be waived or reduced by higher officers

6.13 FEES OF TENDER DOCUMENT

The fee of tender shall be as per following criteria:

S.No	B.O.Q. Amount	Tender Fees
1	Upto Rs.5.00 Lakh	Rs. 500/- +GST
2	Above Rs. 5.00 Lakh upto Rs. 10.00 Lakh	Rs.1000/- +GST
3	Above Rs. 10.00 Lakh upto Rs. 50.00 Lakh	Rs. 2000/- +GST
4	Above Rs. 50.00 Lakh upto Rs. 2.00 Crore	Rs. 5000/- +GST
5	Above Rs. 2.00 Crore	Rs. 10000/- +GST

Note : These rates can be indexed every year on 1st April rounded to next 100 and should be made applicable.

6.14 BLACKLISTED/ CHARGESHEET/ DEBBARED BIDDERS

Bidder shouldn't be blacklisted/ charge sheeted/ debarred by any Govt. department/ State Govt. department/ PSU's/ Local Body/any other agency. A declaration made on a non judicial stamp paper of Rs. 100/- and duly notarized should be submitted along with the bid, clearly stating that the company /firm has not been blacklisted/ charge sheeted/ debarred by any Govt. department/ State Govt. department/ PSU's/ Local Body/ Any other agency, failing which the bid will not be considered for further evaluation.

6.15 GREEN BUILDING CONCEPT

Green building concept should be adopted in planning and designing of buildings & Township as per guidelines of GRIHA, LEED, TERI, IGBS.

6.16 ADOPTION OF WORK MANUAL OF OTHER DEPARTMENTS

This "Uttar Pradesh Development Authorities Development and Construction Manual, 2021" has been prepared as per working procedure of Development Authorities and due care has been taken to standardize the work procedures. If there is any confusion or any ambiguity regarding any clause in this Manual, the relevant standard codal provision/ BTS Standards / Manuals of PWD/ CPWD should be adopted as per good industry practice. The Vice Chairman may, request for additional guidelines as and when needed. Accordingly, any changes in this manual shall be incorporated from time to time.

Note : Reference to Recitals, Articles, Clauses and Sub-clauses in this Manual shall, except where the context otherwise requires, mean references to recitals, Articles, Clauses and Sub-Clauses of or to this Manual, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Manual in which such reference appears.

6.17 Computerization of DA's at Govt level using ERP or any other centralized modules

This manual stipulates the provisions prevalent as of now. However, after implementation of centralized EMB/EBill system, augmented with ERP may necessitate certain changes in the manual which shall be circulated at later dates and shall be implementable accordingly.

6.18 Deposit works to be carried out by DA's

When the DA's act as " कार्यदायी संस्था", all the rules and charges / fees stipulated by the Respective agencies / Govt have to be followed. In such cases , all the provisions of this Manual would prevail alongwith the agreed obligations of the work awarding agency/institution. Care has to be ensured to follow the financial discipline for the work as per the directions of the work awarding agency.

6.19 Inconsistency between Works Manual and Accounts Manual Of Developments Authorities

In case of inconsistency between provisions of the Accounts Manual and Works Manual of Developments Authorities, provisions of the Work Manual shall prevail. (refer PART I – PROCEDURES Section 5 Procurement And Works Procedures clause 14)



**Draft Tender Document for works
above 0.50 Lakh upto Rs. 10.00 Lakh**

E-Tender Notice No.:

**E-TENDER DOCUMENT (T1)
(Single Bid System)**

Logo of
Development
Authority

----- DEVELOPMENT AUTHORITY

Name of Work:.....

**Name and Designation of
OFFICER INVITING TENDER**

City Slogan

**E-Tender Document
(Single Bid System)**

Name of Work:

E- Tender Notice No.:

INDEX

S.No.	Description	Page No.
1	General Information Regarding E-Tender	--
2	Notice Inviting Tender	--
3	Instruction to Bidders/Tenderers	--
4	Requirements For The E-Tender (Single Bid)	--
5	Terms And Conditions Of The Contract (Attach as per Bid Document for Two Bid System)	--
6	Special Conditions of the Contract (Attach as per Bid Document for Two Bid System)	--
7	General Conditions of the Contract (Attach as per Bid Document for Two Bid System)	--
8	Additional Special "Conditions, Instructions And Important Notes" For Electrical Works (Attach as per Bid Document for Two Bid System)	--
9	System Of Checking/ Stage Passing Register (Attach as per Bid Document for Two Bid System)	--
10	Procedure of Working at Site (Attach as per Bid Document for Two Bid System)	--
11	Special Checks During Execution (Attach as per Bid Document for Two Bid System)	--
12	Quality Control for Road Works (Attach as per Bid Document for Two Bid System)	--
13	Specifications (Attach as per Bid Document for Two Bid System)	--
14	Bill of Quantity	--

Officer Inviting Tender

GENERAL INFORMATION FOR THE BIDDERS REGARDING E-TENDER

Name of work	:
Estimated Cost (Excluding GST)	:
Cost of Tender	: Rs. + G.S.T. as applicable (through RTGS/ NEFT only)
Earnest Money	: Rs..... (through RTGS/ NEFT only)
Time of Completion	: Months.
Defects liability period	: Year
Validity of Tender	: 90 (Ninety) Days
Start Date of download/ uploading of E- tender Document	:
Last date of uploading of E-tender document	: (5:00 PM)
Date of opening of Financial Bid (Single bid system) through E-Tender procurement solution	: (11.00 AM)
Bank A/C details for payment of Tender Fee & E.M.D. (Through RTGS/ NEFT only)	: Beneficiary Name : "VC.....DA E-Tendering" Bank : Account Number : IFSC Code : Branch :

Other Information:

- a. The Contractors/Firm Bidders who are interested to participate in E-Tender are requested to get their signature digitalized at <https://etender.up.nic.in>.
- b. Scanned copy of Earnest money and cost of Tender paid through RTGS/ NEFT should be uploaded. Tenders without scanned copy of Earnest money and cost of will not be considered.
- c. Cost of Tender and Earnest money in the form of other than RTGS/ NEFT will not be accepted.
- d. Security Money in running bills will be deducted as per provisions of General Conditions of the Contract, which is a part of this Tender Document.
- e. Tenderers shall quote rates as required in the Financial Bid.
- f. Vice Chairman,..... Development Authority may reject any one or all tenders without assigning any reason. Tenderers are not supposed to question the decision of the Vice Chairman regarding cancellation of tenders.
- g. No tenderer shall contact the Development Authority 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 Development Authority, he/she can do so in writing.
- h. Any effort by a tenderer to influence the Development Authority in its decisions on E-Tender evaluation, E-Tender comparison or contract award may result in rejection of the tenderer's E-Tender.
- i. In the event of any information furnished by the agency is found false or fabricated, the minimum punishment shall be debarred/blacklisting from Development Authority works and the legal proceeding can also be initiated.

..... **Development Authority**
(Address of the Development Authority)

E-Tender Notice No.: dated.....

E-TENDER NOTICE

E-Tenders are invited on behalf of Vice Chairman, Development Authority for the following works :

The pre-qualification Bid of Two bid tender /single Bid tender shall be opened on the date as mentioned in column (11) for respective work at..... AM/PM.

S.No.	Name of work	Estimate cost (Rs. In Lacks)	Cost of bid document / e- Tender processing fee: (Rs.)	Earnest Money (Rs.)	Work Period (Months)	Name of Engineering Division	Category of Contractor (if enlisted in Development Authority)	Start Date of download/ uploading of E-tender Document	Last date of uploading of E-Tender document	Date of opening Pre-qualification Bid/ Financial Bid (in case of single bid) through E-Tender procurement solution
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

Terms & Conditions:-

- The cost of Bid document, E-Tender processing fee and Earnest Money Deposit (EMD) is required to be deposited through RTGS/NEFT only in prescribed Bank Accounts in favor of "VCDA E-Tendering" (As shown in tender document).
- The tender shall be in single/two bid system, as per the cost of work and in case of two Bid system where techno-commercial details such as experience certificates, qualification document etc., Are required then each document must be self attested with Stamp shall be self verified first. For two bid system the Bidders who do not qualify the pre-qualification requirements shall be summarily rejected and their price Bids would become inaccessible. The price Bid of Bidders who are found eligible in prequalification shall be downloaded through E-Tender procurement system after filling their details on the E-Tender portal.
- B.O.Q. Rates are excluding G.S.T. and G.S.T. will be paid extra as applicable.
- Successful bidder has to deposit Performance Security @5% of tender amount in shape of FDR/TDR/CDR/Bank Guarantee/NSC as per General Condition of the Contract valid for the complete contract period plus defect liability period before entering into contract bond. The Earnest Money of the Successful bidder shall be converted into the performance security deposit and adjusted in performance security.
- Bidder has to deposit Additional Performance Security in shape of FDR/TDR /CDR/Bank Guarantee/NSC as per General Condition of the Contract, if the rate quoted by him is more than 10% below from the justified amount (at the date of

- tendering). @ 0.5% per one percent up to 10% below rate and @ 1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period plus defect liability period before entering into contract bond.
6. Any Information regarding addition/alteration/ cancellation in E-Tendering shall be intimated onDA website and UPLC website <https://etender.up.nic.in>.
 7. The Tender Notice shall be available on website of Development Authority at www.....com and Tender Documents can be downloaded from UP Electronics Corporation website <https://etender.up.nic.in>. Interested bidders are requested to visit the websites regularly and update themselves in regards to any change or additional information related to the tender.
 8. In case of holiday/holidays the E-Tender will be opened on next working day.
 9. Any firm/ Bidder may participate in E-Tendering other than the contractors enlisted inDevelopment Authority in prescribed category. In the event of the successful bidder is not enlisted with theDevelopment Authority, the same has to be enlisted in the Development Authority in the category mentioned in this notice within one month of the issuance of the letter of acceptance or before execution of the Contract Agreement whichever is earlier. The category shall not be upgraded before one year of the contract agreement.
 10. Valid Net-worth certificate according to tender amount as per last audited balance sheet and valid character certificates issued by District Magistrate and Other documents as mentioned in E-Tender documents is mandatory and should be uploaded with E-Tender.
 11. Affidavit form T-6 duly attested by Notary on Rs. 100/- Stamp required to be uploaded with E-Tender.
 12. All works having value of Rs. 10.00 Lacs & above would be in two bid system only.
 13. Details of tender fee and EMD must be filled on prescribed proforma (Appendix-E). In case of incorrectly filled tender, they are likely to be rejected and not considered.
 14. All right are reserved with Vice Chairman, Development Authority who can reject any or all tenders without assigning any reason.

Chief Engineer

कार्यालय : विकास प्राधिकरण,

E-Tender Notice No.: , dated:.....

ई-निविदा आमंत्रण सूचना (समाचार पत्र प्रकाशन हेतु)

मुख्य अभियन्ता, विकास प्राधिकरण की ओर से निम्न कार्यों के लिए विकास प्राधिकरण में सूचीबद्ध ठेकेदारों से ई-निविदायें आमंत्रित की जाती हैं।

क्र.सं.	जॉब सं०/कार्य का नाम	अनुमानित लागत निविदा प्रपत्र का मूल्य घरोहर सशुद्ध	ठेकेदार की श्रेणी

निविदा प्रपत्र उत्तर प्रदेश इलेक्ट्रॉनिक कारपोरेशन की वेबसाइट <http://etender.up.nic> पर एवं विस्तृत निविदा सूचना प्राधिकरण की वेब-साइट: पर देखे जा सकते हैं। इच्छुक ठेकेदारों से अनुरोध है कि वे नियमित रूप से उक्त वेब साइटों पर देखते रहें क्योंकि निविदाओं के सम्बन्ध में कोई बदलाव अथवा अतिरिक्त सूचना वेबसाइट पर उपलब्ध कराई जायेगी।

मुख्य अभियन्ता
..... विकास प्राधिकरण

INSTRUCTIONS TO BIDDERS/TENDERERS (ITB)

(A) GENERAL

Tender bids for projects from 0.50Lakh upto above Rs.10.00 Lakh shall be in Single Bid constituting only Financial-bid.

(B) PREPARATION OF THE E-TENDER DOCUMENT

1. a. The tenderer shall bear all costs associated with the preparation and submission of its E-Tender to U.P. Electronics Corporation Ltd.,..... Development Authority hereinafter referred to as "Development Authority". 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 E-Tender document fee of Rs/- Including GST (Rupees Only) must be paid in favor of V.C.DA, through NEFT/RTGS only in Bank, (Address of the bank). (IFSC Code Account No.) the cost of tender will be non-refundable.

2. Contents of E-Tender Document

- a. 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) Instruction to tenderers.
 - (c) Conditions of Contract,
 - (d) Financial E-Tender/ Financial E-Bid.
- b. 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

- a. At any time prior to the deadline for submission of E-Tender, the Development Authority 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> 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.
- b. It shall be the sole responsibility of the prospective tenderers to check the web site <http://etender.up.nic.in> regularly for any amendment in the E-Tender document. In case of failure to get the amendments, if any, the Development Authority will not be responsible for it.

- c. In order to allow prospective E-Tenderers a reasonable time to take the amendment into account in preparing their E-Tenders, the Development Authority, 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>.

4. Language of E-Tender

The E-Tender prepared by the tenderer, as well as all correspondence and documents related to the E-Tender exchanged by the tenderer and the Development Authority 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-Tender.

5. Documents Constituting the E-Tender

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

(a) Pre qualification:-

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

- (b) **Financial E-Tender-** Financial E-Tender will comprise of percentage rate above or below w.r.to B.O.Q. Amount.

6. E-Tender Form

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 in Indian Rupees only.

8. Documents Establishing tenderer's Qualification

- a. The bidder shall furnish, as part of its Technical E-Tender, documents establishing the bidder's qualification to perform the Contract. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- b. 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 tenderers have to pay as part of its E-Tender, an E-Tender security/ EMD of Rs/- (Rupees Only) in favor of VCDA, through NEFT/RTGS only in Bank, (Address of the bank). (IFSC Code Account No.). The scanned copy of the E-Tender Security/ EMD must be uploaded along with the e-tender.

- b. Any E-Tender not secured in accordance with above shall be treated as non-responsive and rejected by the Development Authority.
- c. Unsuccessful tenderer's E-Tender security, EMD will be returned promptly as possible after the acceptance of E-Tender.
- d. The successful tenderer's E-Tender EMD will be converted into Performance Security upon the signing of the Contract.
- e. The E-Tender security may be forfeited:
 - (i) if a tenderer (1) withdraws its E-Tender during the period of E-Tender validity specified by the tenderer on the E-Tender Form; or (2) does not accept the correction of errors or (3) modifies its E-Tender price during the period of E-Tender validity specified by the tenderer on the E-Tender form or
 - (ii) in case of a successful tenderer fails to sign the Contract with the Development Authority.

10. Period of Validity of E-Tender

- a. E-Tender shall remain valid for 90 days after the date of E-Tender opening prescribed by the Development Authority. An E-Tender valid for a shorter period shall be rejected by the Development Authority as non-responsive.
- b. In exceptional circumstances, the Development Authority 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

- a. The tenderer shall prepare one electronic copy each of the Technical E-Tender and Financial E-Tender separately.
- b. 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 latter of authorization shall be indicated 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.

(C) SUBMISSION OF E-TENDER

1. 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 Development Authority. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date as given in the E-Tender notice. Tenderers should prepare Bid documents 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:

- a. 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.
- b. 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, Authority 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 as mentioned above even before E-Tender submission date starts. The Development Authority 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.
- c. 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.
- d. After clicking the 'Pay Offline' option, the tenderer will be redirected to the Terms and Conditions page. The tenderer should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the tenderer should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, E-Tender Form and Technical Specification details) and financial (E-Tender Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical E-Tender, should tally with the details available in the scanned copy and the data entered during E-Tender submission time otherwise the E-Tender submitted will not be accepted.
- e. Next the tenderer should upload the Technical E-Tender documents for Fee details (E-

Tender 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 labeled 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 individual different files for each label.

- f. 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.
- g. 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 acknowledgment for future reference.
- h. Development Authority reserves the right to cancel any or all E-Tenders without assigning any reason.

2. **Deadline for Submission of E-Tender**

- a. E-Tender must be submitted by the tenderers at e-Procurement website <http://etender.up.nic.in> on the prescribed date as per Notice inviting tender (as the server time displayed in the e-Procurement website).
- b. The Development Authority 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 Development Authority and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

3. **Late E-Tender**

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.

4. **Withdrawal and Resubmission of E-Tender**

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. No E-Tender can be resubmitted subsequently after the deadline for submission of E-Tenders.

(D) OPENING AND EVALUATION OF E-TENDER

1. Opening of E-Tender by the Department

- 1. a. The Department will open all E-Tenders, in the presence of bidders/ their representatives who choose to attend at the time mentioned in tender notice on the prescribed date of opening atDevelopment Authority office. The bidders/ their representatives shall sign in 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-Tender shall be opened at the appointed time and place on the next working day. The tenderer who is participating in e-bid should ensure that the RTGS of Tender Fee and EMD must be submitted in the prescribed account ofDevelopment Authority within the duration (strictly within opening & closing date and time of individual e-bid of the work) as mentioned in tender notice, otherwise, in any case, bid shall be rejected.
- b. The bidder's names and the presence or absence of repulsion E-Tender security and such other details as theDevelopment Authority at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the requirement shall be notified subsequently.

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.

b. 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.

c. 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 re-submission, 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://tender.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.

d. 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.

e. No E-Tender can be resubmitted subsequently after the deadline for submission of E-Tenders.

(D) OPENING AND EVALUATION OF E-TENDER

1. Opening of E-Tender by the Department

1. a. The Department will open all E-Tenders, in the presence of bidders/ their representatives who choose to attend at the time mentioned in tender notice on the prescribed date of opening, at Development Authority office. The bidders/ their representatives shall sign in 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-Tender shall be opened at the appointed time and place on the next working day. The tenderer who is participating in e-bid should ensure that the RTGS of Tender Fee and BMD must be submitted in the prescribed account of Development Authority within the duration (strictly within opening & closing date and time of individual e-bid of the work) as mentioned in tender notice, otherwise, in any case, bid shall be rejected.

b. The bidder's names and the presence or absence of repulsion E-Tender security and such other details as the Development Authority at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the requirement shall be notified subsequently.

4. Contacting the department

- a. No bidder 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.
- b. Any effort by a bidder to influence the Department in its decisions on E-Tender evaluation, E-Tender comparison or contract award may result in rejection of the bidder's E-Tender.
- c. In the event of any information furnished by the bidder is found false or fabricated the minimum punishment shall be debarred/ blacklisting fromDevelopment Authority works and the legal proceeding can also be initiated.

(E) **AWARD OF CONTRACT**

a. **Award Criteria**

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

b. **Department's right to accept or reject any or all E-Tenders**

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 bidder or bidders.

c. **Notification of Award**

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

d. **Signing of Contract**

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

(F) **Information For The Contractors Visiting Of This Tender Document**

1. The contractors/firm/bidders who are interested to participate in tender are requested to get them registered and get their signature digitalized with UP Electronics Corporation, 10, Ashok Marg, Lucknow by depositing prescribed fee. However they shall be required to get their application forwarded fromDevelopment Authority whose office is situated at(Address ofDevelopment Authority). The agencies/contractors registered shall be allowed to participate only in e-tenders floated after their registration.
2. The other important information are being mentioned below at a glance for the e-tenderers :-

3. Date of release E-tender
4. Date of opening tender
5. Cost of tender document
6. Earnest money
7. Validity period 90 days.
8. Time of completion of work
9. The tender is percentage rate tender only.

10. List of Documents to be submitted online:

The details of Scanned documents to be submitted online within the duration (strictly within date and time of opening & closing of individual e-bid of the work) as mentioned in tender notice, otherwise, in any case, bid shall be rejected.

a. Technical Bid

- i) Earnest Money through RTGS/ NEFT only in prescribed account of Development Authority of **Amount Rs.** as per terms and conditions. Upload scan copy in online.
- ii) Duly filled up pre-qualification documents appended with the tenders.
- iii) List of works satisfactorily completed during the last four financial years in Central/State Govt./Union Territory/Semi-Govt./Public Sector-undertaking along with certificates (Attested copy) clearly indicating Date of start, date of completion, amount of work actually executed. Experience certificates should clearly indicate the head bifurcation of works i.e. Road, Drain, Sewer, Water supply, Building, Electrical etc.
- iv) Proof of Liquid Assets duly certified by Nationalized/Scheduled bank and issued not before six months as per Pre-qualification requirement as per Appendix-B. (Original or Attested copy will be entertained)
- v) Audited balance sheet counter signed by C.A. for last four financial years, clearly indicating turnover and T.D.S.
- vi) List of tools and plants, Affidavit by Notary on minimum Rs. 10/ non judicial stamp paper (Attested).
- vii) List of Technical staff with their qualification, professional experience and length of the service with the firm. Affidavit by Notary on min. Rs. 10/- non judicial stamp paper (Attested).
- viii) Original copy/Attested copy of the partnership deed if it is a partnership firm and Attested copy of registration certificate in case of company, sole proprietorship declaration in case of sole proprietorship firm.
- ix) Authority letter in original or attested by Notary not more than one year old of the firm/tenderer in favour of the person who has signed the tender documents with telephone no. and complete postal address.
- x) Non judicial stamp paper of Rs. 100.00 (Rupees one hundred only) of U.P. along with Rs. 1.00 revenue stamp.
- xi) PAN Certificate of the Company/Firm.
- xii) The tenderer should submit the G.S.T. registration certificate or have to submit the registration certificate in G.S.T. before award of work.

b. Price Bid

Price bid duly filled in all respects in e-tender.

Executive Engineer
.....Development Authority

.....DEVELOPMENT AUTHORITY

**Requirements
For
The E-Tender**

NAME OF WORK :

.....DEVELOPMENT AUTHORITY

(Address of the Authority)

Declaration for Refund of Deposited Earnest Money (By unsuccessful bidders)
(FILL IN CAPITAL LETTER ONLY)

Tender Notice/Job No:

Work Name.....

- 1. Bidder Name _____
- 2. Bidder Address _____
- 3. Bank Name _____
- 4. Bank Branch _____
- 5. A/C Number _____
- 6. IFSC Code _____
- 7. PAN No. _____
- 8. TIN/TAN No. _____
- 9. GSTIN. _____
- 10. Phone No. _____
- 11. Mobile No. _____
- 12. Email-Id _____

For Office Use Only

13. Party Unique Id

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

Date _____

**Signature
Stamp/Seal**

APPENDIX 'E'
(Details of cost of Tender & (EMD) Details)

.....DEVELOPMENT AUTHORITY

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

Tender Notice No:.....

S.NO.	NAME OF WORK	DEPARTMENT / ZONE	BANK ACCOUNT DETAILS FOR RTGS
			Beneficiary Name : "VCDevelopment Authority E-Tendering" Account Number: Bank: IFSC Code: Branch:

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

Signature Name & Seal of firm

T-6 (APPENDIX 'G')

शपथ-पत्र

मैं पुत्र श्री निवासी (स्थायी पता).....

(अस्थायी पता)..... कर निवासी हूँ। मैं शपथपूर्वक निम्न घोषणा करता हूँ।

1. मेरे पास पर्याप्त चल और अचल सम्पत्ति है और आवश्यक रूप से मैं विकास प्राधिकरण को कर्मों को पूरा करने के लिए गंभीर और समर्थ हूँ। मेरे पास आवश्यक मशीनों और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. विकास प्राधिकरण द्वारा जा (कार्य का विवरण लिखा जाये) कराने की निविदा निगंत की गई है, उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।

3. मेरे द्वारा दिया जा रहे प्रमाण-पत्र चरित्र प्रमाण-पत्र/हैसियत प्रमाण-पत्र/आयकर प्रमाण-पत्र/जी0एस0टी0 प्रमाण-पत्र/बिड सिक्कोरिटी प्रमाण-पत्र/बिड कैपिसिटी प्रमाण-पत्र/जमानत धनराशि आदि का प्रमाण-पत्र तथा अन्य सुरागत अभिलेख आदि मूलरूप में निविदा पत्र के साथ संलग्न कर दिये गये हैं।

4. मेरा बैंक नं0..... है। (आयकर विभाग द्वारा प्रदत्त प्रमाण-पत्र संलग्न किया जाये)

5. मेरे विरुद्ध आपराधिक मुकदमों का विवरण निम्न प्रकार है। यहां पूरा विवरण दिया जाये।

1. मुकदमा नम्बर 2 धारयें 3.थाना

4. जनपद 5. न्यायालय (जहां मुकदमा चल रहा है)

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

6. मैं विकास प्राधिकरण अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार/फर्म की श्रेणी में नहीं आता हूँ। मैं आपराधिक गतिविधियों, माफिया तथा गैंगस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।

7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई मुकदमा दर्ज नहीं है।

8. यदि ठेका प्राप्त करने के पश्चात् मेरे विरुद्ध माफिया गतिविधियों/असामाजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दें। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विकास प्राधिकरण / राज्य सरकार के विरुद्ध कोई आपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध आपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कराये।

9. मैं अनुबन्ध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।

10. मेरा कार्य एवं आचरण उत्तम है।

11. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थायी पता और अस्थायी पता निम्न प्रकार है:-

(अ) स्थायी पता (दूरभाष सहित)

(ब) अस्थायी पता (दूरभाष सहित)

(यहां पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाये)

12. मैं शपथपूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल विकास प्राधिकरण और जिला मजिस्ट्रेट/कलेक्टर को दूंगा।

13. मैं यह घोषणा करता हूँ कि विभाग के जिस कार्य के लिए मेरे द्वारा ठेका लिया जा रहा है, उसके सापेक्ष चल एवं अचल सम्पत्ति का हैसियत प्रमाण-पत्र जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम लिखा जाये) द्वारा प्राप्त करके मूलरूप में संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि इस हैसियत प्रमाण-पत्र का उपयोग अन्य कार्यों के लिए नहीं किया जायेगा।

14. मैं अपनी पूर्ण जानकारी में पूरे होशो-हवास में स्वयंचिन्त से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक :

शपथीका पूरा हस्ताक्षर
पूरा नाम तथा पता

नोट:-1. यह स्वघोषणा शपथ-पत्र रू0 100/- (रू0 एक सौ) के स्टाम्प पेपर पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुए दिया जायेगा।

2. असत्य शपथ-पत्र देना एक संगीन और संज्ञेय अपराध है।

3. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

TERMS AND CONDITIONS OF THE CONTRACT

(Attach as per Bid Document for Two Bid System)

SPECIAL CONDITIONS OF THE CONTRACT

(Attach as per Bid Document for Two Bid System)

GENERAL CONDITIONS OF THE CONTRACT

(Attach as per Bid Document for Two Bid System)

ADDITIONAL SPECIAL "CONDITIONS, INSTRUCTIONS AND IMPORTANT NOTES" FOR ELECTRICAL WORKS

(Attach as per Bid Document for Two Bid System)

SYSTEM OF CHECKING/STAGE PASSING REGISTER

(Attach as per Bid Document for Two Bid System)

PROCEDURE OF WORKING AT SITE

(Attach as per Bid Document for Two Bid System)

SPECIAL CHECKS DURING EXECUTION

(Attach as per Bid Document for Two Bid System)

QUALITY CONTROL FOR ROADWORKS

(Attach as per Bid Document for Two Bid System)

SPECIFICATIONS

(Attach as per Bid Document for Two Bid System)

..... **DEVELOPMENT AUTHORITY**

Financial Bid for

NAME OF WORK :

.....DEVELOPMENT AUTHORITY.

NAME OF WORK :
 DATE OF TENDER :
 COST OF TENDER :
 EARNEST MONEY : Lakh
 TIME OF COMPLETION : Months

BILLOFQUANTITY

S.N.	Description of item	Unit	Quantity	Rate
1				
2				
3				
4				
5				

J.E. A.E. E.E, CONTRACTOR

- Note :** (i) Above estimated rates are exclusive of G.S.T.
 (ii) GST shall be paid extra as per prevailing rates in force time to time.
 (iii) G.S.T. shall be deposited by contractor, otherwise necessary deductions shall be made from the contractor's bills as per rule.
 (vi) If any typing mistakes in above items UPPWDSOR/ DSR /Respective SOR Items will be applicable.
 (v) All applicable deductions shall be made from the contractor's bills as per rule.
 (vi) Third party inspection and testing charges shall be deducted from the contractor's bills.

I/We, tender at _____% above/below(in figures)
 _____% above/below (in words) (to be filled as above or below the estimated rates) to the rate given in the above bill of quantities. The extra item (if any) not provided in the above bill of quantities will be paid as per condition provided in general condition of contact.

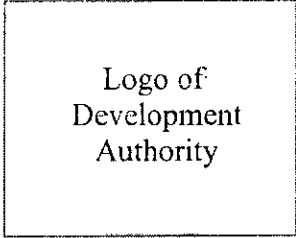
Full Name of the Contractor/Firm
 Address:

ANNEXURE-2
[Refer para 3.1.1(ii)]

Draft Tender Document for works
above Rs. 10.00 Lakh

E-Tender Notice No.:

E-TENDER DOCUMENT (T2)
(Two Bid System)



----- DEVELOPMENT AUTHORITY

Name of Work:.....

Name and Designation of
OFFICER INVITING TENDER

• City Slogan •

E-Tender Document (Two Bid System)

Name of Work:

E- Tender Notice No.:

INDEX

Officer Inviting Tender

S.No.	Description	Page No.
1.	General Information Regarding E-Tender	—
2.	Notice Inviting Tender	—
3.	Instruction to Bidders/Tenderers	—
4.	Requirements For Pre Qualification Of The E-Tender	—
5.	Terms And Conditions Of The Contract	—
6.	Special Conditions & Specifications	—
7.	General Conditions of the Contract	—
8.	Additional Special “Conditions, Instructions And Important Notes” For Electrical Works	—
9.	System Of Checking/ Stage Passing Register	—
10.	Procedure of Working at Site	—
11.	Special Checks During Execution	—
12.	Quality Control for Road Works	—
13.	Specifications	—
14.	Bill of Quantity	—

GENERAL INFORMATION FOR THE BIDDERS REGARDING E-TENDER

Name of work	:
Estimated Cost (Excluding GST)	:
Cost of Tender	:	Rs. + G.S.T. as applicable (through RTGS/ NEFT only)
Earnest Money	:	Rs. (through RTGS/ NEFT only)
Time of Completion	: Months
Defects liability period	: Year
Validity of Tender	:	90 (Ninety) Days
Start Date of download/ uploading of E- tender Document	:
Last date of uploading of E-tender document	: (5:00 PM)
Date of opening of Pre-qualification Bid (Two bid system)/ Financial Bid (Single bid system) through E-Tender procurement solution	: (11.00 AM)
Date of opening of Financial Bid (Two bid system) through E-Tender procurement solution	:	This information shall be displayed on the website after three working days of opening of prequalification bid.
Bank A/C details for payment of Tender Fee & E.M.D. (Through RTGS/ NEFT only)	:	Beneficiary Name : "VC.....DA E- Tendering" Bank : Account Number : IFSC Code : Branch :

OTHER INFORMATION:

- j. The Contractors/Firm/Bidders who are interested to participate in E-Tender are requested to get their signature digitalized at <https://etender.up.nic.in>.
- k. Scanned copy of Earnest money and cost of Tender paid through RTGS/ NEFT should be uploaded. Tenders without scanned copy of Earnest money and cost of will not be considered.
- l. Cost of Tender and Earnest money in the form of other than RTGS/NEFT will not be accepted.
- m. Security Money in running bills will be deducted as per provisions of General Conditions of the Contract, which is a part of this Tender Document.
- n. Tenderers shall quote rates as required in the Financial Bid.
- o. Vice Chairman, Development Authority may reject any one or all tenders without assigning any reason. Tenderers are not supposed to question the decision of the Vice Chairman regarding cancellation of tenders.
- p. No tenderer shall contact the Development Authority 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 Development Authority, he/she can do so in writing.
- q. Any effort by a tenderer to influence the Development Authority in its decisions on E-Tender evaluation, E-Tender comparison or contract award may result in rejection of the tenderer's E-Tender.
- r. In the event of any information furnished by the agency is found false or fabricated, the minimum punishment shall be debarred/blacklisting from Development Authority works and the legal proceeding can also be initiated.

.....Development Authority

(Address of the Development Authority)

E-Tender Notice No.: , dated.....

E-TENDER NOTICE

E-Tenders are invited on behalf of Vice Chairman, Development Authority for the following works :

The pre-qualification Bid of Two bid tender /single Bid tender shall be opened on the date as mentioned in column (11) for respective work at..... AM/PM.

S. No.	Name of work	Estimate cost (Rs. In Lacks)	Cost of bid document e-Tender processing fee (Rs.)	Earnest Money (Rs.)	Work Period (Months)	Name of Engineering Division	Category of Contractor (if enlisted in Development Authority)	Start Date of download/ uploading of E-tender Document	Last date of uploading of E-Tender document	Date of opening Pre-qualification Bid/ Financial Bid (in case of single bid) through E-Tender procurement solution
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

TERMS&CONDITIONS:-

15. The cost of Bid document, E-Tender processing fee and Earnest Money Deposit (EMD) is required to be deposited through RTGS/NEFT only in prescribed Bank Accounts in favor of "VCDA E-Tendering" (As shown in tender document).
16. The tender shall be in single/two bid system, as per the cost of work and in case of two Bid system where techno-commercial details such as experience certificates, qualification document etc., Are required then each document must be self attested with Stamp shall be self verified first. For two bid system the Bidders who do not qualify the pre-qualification requirements shall be summarily rejected and their price Bids would become inaccessible. The price Bid of Bidders who are found eligible in prequalification shall be downloaded through E-Tender procurement system after filling their details on the E-Tender portal.
17. B.O.Q. Rates are excluding G.S.T. and G.S.T. will be paid extra as applicable.
18. Successful bidder has to deposit Performance Security @5% of tender amount in shape of FDR/TDR/CDR/Bank Guarantee/NSC as per General Condition of the Contract valid for the complete contract period plus defect liability period before entering into contract bond. The Earnest Money of the Successful bidder shall be converted into the performance security deposit and adjusted in performance security.
19. Bidder has to deposit Additional Performance Security in shape of FDR/TDR /CDR/Bank

Guarantee/NSC as per General Condition of the Contract, if the rate quoted by him is more than 10% below from the justified amount (at the date of tendering), @0.5% per one percent up to 10% below rate and @ 1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period plus defect liability period before entering into contract bond.

20. Any Information regarding addition/ alteration- cancellation in E-Tendering shall be intimated onDA website and UPLC website <https://etender.up.nic.in>.
21. The Tender Notice shall be available on website of Development Authority at www.....com and Tender Documents can be downloaded from UP Electronics Corporation website <https://etender.up.nic.in>. Interested bidders are requested to visit the websites regularly and update themselves with regard to any change or additional information related to the tender.
22. In case of holiday/holidays the E-Tender will be opened on next working day.
23. Any firm/ Bidder may participate in E-Tendering other than the contractors enlisted inDevelopment Authority in prescribed category. In the event of the successful bidder is not enlisted with theDevelopment Authority, the same has to be enlisted in the Development Authority in the category mentioned in this notice within one month of the issuance of the letter of acceptance or before execution of the Contract Agreement whichever is earlier. The category shall not be upgraded before one year of the contract agreement.
24. Valid Net-worth certificate according to tender amount as per last audited balance sheet and valid character certificates issued by District Magistrate and Other documents as mentioned in E-Tender documents is mandatory and should be uploaded with E-Tender.
25. Affidavit form T-6 duly attested by Notary on Rs. 100/- Stamp required to be uploaded with E-Tender.
26. All works having value of Rs. 10.00 Lacs & above would be in two bid system only.
27. **Details of tender fee and EMD must be filled on prescribed proforma (Appendix-E). In case of incorrectly filled tender, they are likely to be rejected and not considered.**
28. All rights are reserved with Vice Chairman, Development Authority who can reject any or all tenders without assigning any reason.

Chief Engineer

कार्यालय : विकास प्राधिकरण,

E-Tender Notice No.: , dated.....

ई-निविदा आमंत्रण सूचना (समाचार पत्र प्रकाशन हेतु)

उपाध्यक्ष, विकास प्राधिकरण की ओर से निम्न कार्यों के लिए विकास प्राधिकरण में ई-निविदाये आमंत्रित की जाती है।

क्र.सं.	जॉब सं०/कार्य का नाम	अनुमानित लागत/ निविदा प्रपत्र का मूल्य / धरोहर राशि	ठेकेदार की श्रेणी

निविदा प्रपत्र उत्तर प्रदेश इलेक्ट्रानिक कारपोरेशन की वेबसाईट <http://etender.up.nic.in> एवं विस्तृत निविदा सूचना प्राधिकरण की वेब-साईट पर देखे जा सकते हैं। इच्छुक ठेकेदारों से अनुरोध है कि वे नियमित रूप से उक्त वेब साईटों पर देखते रहें क्योंकि निविदाओं के सम्बन्ध में कोई बदलाव अथवा अतिरिक्त सूचना वेबसाईट पर उपलब्ध कराई जायेगी।

मुख्यअभियंता

..... विकास प्राधिकरण

INSTRUCTIONS TO BIDDERS/TENDERERS (ITB)

(A) GENERAL

Tender bids for projects above Rs.10.00 Lakh shall be in two parts, one consisting of the Technical/ Pre-qualification bid and the second constituting the Financial- bid.

(B) PREPARATION OF THE E-TENDER DOCUMENT

1. a. The tenderer shall bear all costs associated with the preparation and submission of its E-Tender to U.P. Electronics Corporation Ltd.,.....Development Authority hereinafter referred to as "Development Authority", 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 website <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 E-Tender document fee of Rs/- including GST (Rupees Only) must be paid in favor of V.C.DA, through NEFT/RTGS only in Bank, (Address of the bank). (IFSC Code Account No.) The cost of tender will be non-refundable.

2. Contents of E-Tender Document

- a. 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) Instruction to tenderers,
 - (c) Conditions of Contract,
 - (d) Technical E-Tender (Applicable only for Works as mentioned in E-Tender Notice) and
 - (e) Financial E-Tender/ Financial E-Bid.
- b. 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

- a. At any time prior to the deadline for submission of E-Tender, the Development Authority 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> 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.
- b. It shall be the sole responsibility of the prospective tenderers to check the web site <http://etender.up.nic.in> regularly for any amendment in the E-Tender document. In case of failure to get the amendments, if any, the Development Authority shall not be responsible for it.

- c. In order to allow prospective E-Tenderers a reasonable time to take the amendment into account in preparing their E-Tenders, the Development Authority, 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>.

4. Language of E-Tender

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 Development Authority 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-Tender.

5. Documents Constituting the E-Tender

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

(a) Prequalification:-

- (i). **Fee/ EMD Details** - It will consist of the cost of bid document/ E-Tender processing fee and prescribe earnest money in prescribed form. (APPENDIX 'E')
- (ii). **Eligibility Criteria (In case of Two-bid System)**– 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 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 percentage rate above or below w.r.to B.O.Q. Amount.

6. E-Tender Form

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 in Indian Rupees only.

8. Documents Establishing tenderer's Qualification

- a. The bidder shall furnish, as part of its Technical E-Tender, documents establishing the bidder's qualification to perform the Contract. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- b. 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 tenderers have to pay as part of its E-Tender, an E-Tender security/ EMD of Rs/- (Rupees Only) in favor of VCDA, through NEFT /RTGS only in

..... Bank, (Address of the bank). (IFSC Code Account No.). The scanned copy of the E-Tender Security/ EMD must be uploaded along with the e tender.

- b. Any E-Tender not secured in accordance with above shall be treated as non-responsive and rejected by the Development Authority.
- c. Unsuccessful tenderer's E-Tender security/ EMD will be returned promptly as possible after the acceptance of E-Tender.
- d. The successful tenderer's E-Tender EMD will be converted into Performance Security upon the signing of the Contract.
- e. The E-Tender security may be forfeited:
 - (i) if a tenderer (1) withdraws its E-Tender during the period of E-Tender validity specified by the tenderer on the E-Tender Form; or (2) does not accept the correction of errors or (3) modifies its E-Tender price during the period of E-Tender validity specified by the tenderer on the E-Tender form or
 - (ii) in case of a successful tenderer fails to sign the Contract with the Development Authority.

10. Period of Validity of E-Tender

- a. E-Tender shall remain valid for 90 days after the date of E-Tender opening prescribed by the Development Authority. An E-Tender valid for a shorter period shall be rejected by the Development Authority as non-responsive.
- b. In exceptional circumstances, the Development Authority 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

- a. The tenderer shall prepare one electronic copy each of the Technical E-Tender and Financial E-Tender separately.
- b. 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 latter of authorization shall be indicated 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.

(C) SUBMISSION OF E-TENDER

1. 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 Development Authority. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date as given in the E-Tender notice. Tenderers should prepare Bid documents 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:

- a. 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.
- b. 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, Authority 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 as mentioned above even before E-Tender submission date starts. The Development Authority 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.

- c. 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.
- d. After clicking the 'Pay Offline' option, the tenderer will be redirected to the Terms and Conditions page. The tenderer should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the tenderer should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, E-Tender Form and Technical Specification details) and financial (E-Tender Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical E-Tender, should tally with the details available in the scanned copy and the data entered during E-Tender submission time otherwise the E-Tender submitted will not be accepted.
- e. Next the tenderer should upload the Technical E-Tender documents for Fee details (E-Tender 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.

- f. 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.
- g. 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.
- h. Development Authority reserves the right to cancel any or all E-Tenders without assigning any reason.

2. Deadline for Submission of E-Tender

- a. E-Tender must be submitted by the tenderers at e-Procurement website <http://etender.up.nic.in> on the prescribed date as per Notice inviting tender (as the server time displayed in the e-Procurement website).
- b. The Development Authority 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 Development Authority and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

3. Late E-Tender

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.

4. Withdrawal and Resubmission of E-Tender

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. No E-Tender can be resubmitted subsequently after the deadline for submission of E-Tenders.

(D) OPENING AND EVALUATION OF E-TENDER

2. Opening of E-Tender by the Department

- a. The Department will open all E-Tenders, in the presence of bidders/ their representatives who choose to attend at the time mentioned in tender notice on the prescribed date of opening atDevelopment Authority office. The bidders/ their representatives who are present shall sign in 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-Tender shall be opened at the appointed time and place on the next working day. The tenderer who is participating in e-bid should ensure that the RTGS of Tender Fee and EMD must be submitted in the prescribed account ofDevelopment Authority within the duration (strictly within opening & closing date and time of individual e-bid of the work)as mentioned in tender notice, otherwise, in any case, bid shall be rejected.
- b. The bidder's names and the presence or absence of repulsion E-Tender security and such other details as theDevelopment Authority at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the requirement shall be notified subsequently.

3. Opening of Financial E-Tender

- (1) After evaluation of technical e-bid (in case of Two bid System), through the tender evaluation committee and approval of Technical bid by Competent Authority theDevelopment Authority shall notify those tenderers whose technical e-bids were considered non responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-bids will not be opened. The Department will simultaneously notify the tenderers, whose technical e-bids were considered acceptable to the department. The notification may sent by e-mail provided by bidder.

(1) After evaluation of technical e-bid (in case of Two bid System), through the tender evaluation committee and approval of Technical bid by Competent Authority the Development Authority shall notify those tenderers whose technical e-bids were considered non responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-bids will not be opened. The Department will simultaneously notify the tenderers, whose technical e-bids were considered acceptable to the department. The notification may sent by e-mail provided by bidder.

3. Opening of Financial E-Tender

b. The bidder's names and the presence or absence of reputation E-Tender security and such other details as the Development Authority at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the requirement shall be notified subsequently.

a. The Department will open all E-Tenders, in the presence of bidders/ their representatives who choose to attend at the time mentioned in tender notice on the prescribed date of opening at Development Authority office. The bidders/ their representatives who are present shall sign in 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-Tender shall be opened at the appointed time and place on the next working day. The tenderer who is participating in e-bid should ensure that the RTGS of Tender Fee and EMD must be submitted in the prescribed account of Development Authority within the duration (strictly within opening & closing date and time of individual e-bid of the work) as mentioned in tender notice, otherwise, in any case, bid shall be rejected.

2. Opening of E-Tender by the Department

(D) OPENING AND EVALUATION OF E-TENDER

d. 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.

e. No E-Tender can be resubmitted subsequently after the deadline for submission of E-Tenders.

c. 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://tender.up.mic.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.

b. No E-Tender may be withdrawn in the interval between the deadline for submission of E-Tenders and the expiration or 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.

pressing "Ok" button before finally withdrawing his/her selected E-Tender.

- c. In the event of any information furnished by the bidder is found false or fabricated the minimum punishment shall be debarred/ blacklisting fromDevelopment Authority works and the legal proceeding can also be initiated.

(E) AWARD OF CONTRACT

a. Award Criteria

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

b. Department's right to accept or reject any or all E-Tenders

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 bidder or bidders.

c. Notification of Award

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

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

e. Signing of Contract

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

(F) Information For The Contractors Visiting Of This Tender Document

- 11. The contractors/firm/bidders who are interested to participate in tender are requested to get them registered and get their signature digitalized with UP Electronics Corporation, 10, Ashok Marg, Lucknow by depositing prescribed fee. However they shall be required to get their application forwarded fromDevelopment Authority whose office is situated at(Address ofDevelopment Authority). The agencies/contractors registered shall be allowed to participate only in e-tenders floated after their registration.
- 12. The other important information are being mentioned below at a glance for the e-tenderers :-
- 13. Date of release E-tender
- 14. Date of opening tender

15. Cost of tender document
16. Earnest money
17. Validity period 90 days.
18. Time of completion of work
19. The tender is percentage rate tender only.

20. List of Documents to be submitted online:

The details of Scanned documents to be submitted online within the duration (strictly within date and time of opening & closing of individual e-bid of the work) as mentioned in tender notice, otherwise, in any case, bid shall be rejected.

a. Technical Bid

- i) Earnest Money through RTGS/ NEFT only in prescribed account of Development Authority of **Amount Rs.**as per terms and conditions. Upload scan copy in online.
- ii) Duly filled up pre-qualification documents appended with the tenders.
- iii) List of works satisfactorily completed during the last four financial years in Central/State Govt./Union Territory/Semi-Govt./Public Sector undertaking along with certificates (Attested copy) clearly indicating Date of start, date of completion, amount of work actually executed. Experience certificates should clearly indicate the head bifurcation of works i.e. Road, Drain, Sewer, Water supply, Building, Electrical etc.
- iv) Proof of Liquid Assets duly certified by Nationalized/Scheduled bank and issued not before six months as per Pre-qualification requirement as per Appendix-B. (Original or Attested copy will be entertained)
- v) Audited balance sheet counter signed by C.A. for last four financial years, clearly indicating turnover and T.D.S.
- vi) List of tools and plants, Affidavit by Notary on minimum Rs. 10/ non judicial stamp paper (Attested).
- vii) List of Technical staff with their qualification professional experience and length of the service with the firm Affidavit by Notary on min. Rs. 10/- non judicial

stamp paper (Attested).

- viii) Original copy/Attested copy of the partnership deed if it is a partnership firm and Attested copy of registration certificate in case of company, sole proprietorship declaration in case of sole proprietorship firm.
- ix) Authority letter in original or attested by Notary not more than one year old of the firm/tenderer in favour of the person who has signed the tender documents with telephone No. and complete postal address.
- x) Non judicial stamp paper of Rs. 100.00 (Rupees one hundred only) of U.P. along with Rs. 1.00 revenue stamp.
- xi) PAN Certificate of the Company/Firm.
- xii) The tenderer should submit the G.S.T. registration certificate or have to submit the registration certificate in G.S.T. before award of work.

b. Price Bid

Price bid duly filled in all respects in e-tender.

Executive Engineer
.....Development Authority

.....DEVELOPMENT AUTHORITY

PART - I

**Requirements For Pre Qualification
Of
The E-Tender**

NAME OF WORK :

REQUIREMENTS FOR PREQUALIFICATION OF THE TENDER

<u>S.No.</u>	<u>Pre-qualification Conditions</u>	<u>Detailed description of Prequalification</u>
1.	<p><u>Financial Turnover:</u> i) Cumulative turnover will be considered three consecutive years out of last four assessment years taken from ITCC or audited balance sheet.</p>	<p>i) For tenders invited upto 31.3.2018, the last assessment year will be 2017-2018 ii) After 31.3.2018 the last assessment year can either be 2017-2018 or 2018-2019 the same sequence shall be followed for time to come. iii) All the working contractors shall be eligible for a relaxation of 20% in the value of turnover and liquid assets required in particular tender. (Above mentioned dates are indicative only)</p>
	<p>ii) Liquid assets.</p>	<p>The liquid assets certificate (As per Appendix-B) submitted by the tenderers must clearly state the amount of liquid assets. The certificate should not be older than six months. Any word other than liquid assets has no relevance, and shall not be considered.</p>
2.	<p><u>Progress:</u> If any work of a tenderer is behind the schedule by more than 15%. Then that tenderer shall be disqualified from the process of opening of price-bid.</p>	<p>If any ongoing work of a tenderer is more than 15% behind the schedule due to the fault of the contractor at a stage when 50% time period from the date of start has passed then that tenderer shall be disqualified from the process of opening of price-bid.</p>
3.	<p><u>Bid Capacity :</u> For Works more than Rs.5.00 Crore, the bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender.</p>	<p>The bidding capacity shall be worked out by the following formula : $\text{Bidding Capacity} = [A \times N \times 2] - B$ Where, A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress (Max. Turnover in construction work in any F.Y. during last five years) , N = Number of years prescribed for completion of work for which bids have been invited and B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited (As per Appendix-F)</p>
4.	<p>Character certificate</p>	<p>Issued by districts Magistrate, valid till date.</p>
5.	<p>Self- affidavit form T-6</p>	<p>Duly attested by Notary uploaded with E-tender. On Stamp paper of Rs. 100/-</p>

		(As per Appendix-G)
5.	<u>Forwaterproofing&Anti termiteworks</u>	<p>Requireddocuments</p> <p>i) Certificate of incorporation.</p> <p>ii) Company memorandum and objective of registration.</p> <p>iii) Permanent account number (PAN).</p> <p>iv) The tenderer should submit the G.S.T. registration certificate or have to submit the registration certificate in G.S.T. before award of work.</p> <p>v) Minimum five year experience. Enclose above documents or MOU on Rs. 100/- stamp paper with firms having above documents. Firm has also to provide 5 years guarantee for work done.</p>

Summary Of Pre-Qualification Papers To Be Submitted By The Bidder

S.No.	Description	Details
1.	Cost of E- Tender and Earnest Money Deposit (EMD)	RTGS/NEFT Details. (on Appendix 'E')
2.	I.T.C.C. or Audited balance sheet of last Four Assessment years.	Validity and date of issue.
3.	Financial Capabilities Certificates	1. Turnover Certificate/ Audited Balance Sheet certified by C.A. 2. Liquid Assets Certificate (on Appendix 'B') 3. Net Worth Certificate as per last audited balance sheet.
4.	Experience Certificate of Similar Works	Total number of certificates attached, Name of Work, Amount of Work done till date actual date of completion or if work is in progress the proposed date of completion.(on Appendix 'A')
5.	Bid Capacity	Certificates regarding value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited (As per Appendix-F).
6.	Affidavit of Tools and Plants Required	Date of affidavit. (on Appendix 'D')
7.	Affidavit of Technical Supervisory Staff	Date of affidavit. (on Appendix 'C')

8.	Character certificate	Issued by districts Magistrate of all partners/directors.
9.	Self- affidavit form T-6	Duly attested by Notary uploaded with E-tender. On Stamp paper of Rs. 100/-(on Appendix 'G')
10.	Attested copy of Partnership Deed or Sole Proprietorship declaration or Company's Registration Certificate / Memorandum and Article of Association.	As applicable details to be mentioned accordingly.
11.	Authority letter of Person authorized to sign the bid documents.	Attached (as applicable).
12.	Attested copy of G.S.T. Registration/ Affidavit for submission of G.S.T. registration certificate before award of work.	Valid up-to-date.
13.	Any other documents	Attach details

REQUIREMENTS FOR PRE-QUALIFICATION OF THE TENDERS

I. EXPERIENCE OF EXECUTION OF SIMILAR WORKS:

The Bidders must have appropriate experience in similar fields for **last four financial years** in Govt. Sectors. The Bidder must have experience of successfully executed works as stated below

S.NO.	Categories	Work Experience	Work done
1	For Work more than Rs. 10.00 lakh	At least four years in organized sector	Three similar works each equal to 40% of the bid value or two works each or Two similar works each equal to 60% of the bid value or One similar work equal to 80% of the bid value

- a. The tenderer shall furnish a proof showing that he has a work experience of last four financial years unless qualifies for relaxation as per clause 3.1 in similar field supported with each year experience certificates.
- b. Govt. sector means Central/State Govt. /Union territory/Semi-Govt./Public Sector Undertaking.
- c. The similar work means commercial work of similar nature as tender being asked for :-
 - (i) For the work of building, road, sewerage, O.H.T., Tube well, Bridge, SPS, STP & electrification, only experience of similar works shall be considered.
 - (ii) For internal development of sectors, which involves road, drain, water supply & sewerage, experience of any two activities may be considered.
 - (iii) For brick drain, experience of building work may be considered, but for building no drain work will be considered. For pipe drain, experience of sewerage may be considered
 - (iv) If the work of road and drainage are to be carried out simultaneously, then the experience of such works done combined or separately shall be accepted.
- d. For B.M/BC works of value more than Rs. 5 (Five) Crore, the contractor should give the essential proof that he own hot mix plant, other machinery & the plant is located within 30 km radius from the location of site. The Bidder shall furnish an ownership proof.
For G.S.B./W.M.M. works of value more than Rs. 5 (Five) Crore, the Bidder will have to submit the certificate/essential proof of owning a mechanical mix plant/ wet mix plant of his own located within 30 km radius from site of work. The Bidder shall furnish an ownership proof.
- e. For G.S.B./W.M.M. works of value more than Rs. 5 (Five) Crore, the Bidder will have to submit the certificate/essential proof of owning a mechanical mix plant/ wet mix plant of his own located within 30 km radius from site of work. The Bidder shall furnish an ownership proof.

- f. Evidence of satisfactory execution of works that have been executed by the Tenderers during the last Four financial years in Govt. sectors have to be produced in Appendix 'A' enclosed.
- g. The said certificate of experience from the Engineer-in-Charge of the work not below the rank of the Executive Engineer or equivalent rank officers only shall be considered acceptable in Govt./Semi Govt. organizations.
- h. For electrical works additional conditions, instructions attached herewith shall be followed (Annexure-24).
 - i) Evidence of satisfactory execution of works that have been executed by the Bidders during the last four years in organized sectors has to be produced.
 - (ii) The said certificated of experience from the Engineer-In-Charge other work not below the rank of the Executive Engineer or equivalent rank officers only shall be considered except in Govt. /Semi Govt. organizations.

2. FINANCIAL CAPABILITY:

The cumulative financial turn over and current liquid assets should be as under:

S.No.	Categories	Cumulative turnover during three consecutive year out of last four assessment years	Liquid assets.
1.	Work more than 10.00 Lakh	1.5 Times of bid value (B.O.Q.)	12% of the work value.

- 2.1 Cumulative turnover will be considered for three consecutive years out of last four assessment years taken from audited balance sheet Attested by Chartered Accountant.
- 2.2 Proof of liquid asset duly certified from banker shall be submitted (original or attested). (As per Appendix-B.)

3. BID CAPACITY:

The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender should be as under:

S.NO.	Categories	Bidding Capacity
1.	Work more than 500.00 Lakh	<p>The bidding capacity shall be worked out by the following formula :</p> $\text{Bidding Capacity} = [A \times N \times 2] - B$ <p>Where, A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress (Max. Turnover in construction work in any F.Y. during last five years),</p>

		<p>N = Number of years prescribed for completion of work for which bids have been invited and</p> <p>B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited</p>
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4. TECHNICAL SUPERVISORY STAFF:

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

S.No.	Categories	Technical Staff Required	Relaxation in work experience
1.	Works more than 10.00 Lacs and upto 100.00 Lacs	Graduate Engineer-1 (more than 2 years Experience) Diploma Engineer-1 (more than 3 years Experience)	If the company is owned by - A Diploma engineer a relaxation of 1 year in experience will be given. A graduate engineer a relaxation of 2 years in experience will be given
2.	Work more than 100.00 lacs and upto 500.00 lacs	Graduate Engineer-1 (more than 3 years Experience) Diploma Engineer-2 (more than 5 years Experience)	
3.	Work more than 500.00 lacs	Graduate Engineer-2 (more than 3 years Experience) Diploma Engineer-3 (more than 5 years Experience)	

4.2 For electrical and mechanical work electrical/mechanical qualified engineers must be deputed respectively by the Bidder, for the civil work, civil engineers must be deputed. In case of composite work both qualified engineers must be deputed by the Bidder as per direction of E/I. The declaration for the technical staff by the Bidder will be given in the form attached as Appendix 'C' (in the presence of Notary Public with details of the required staff)

4.3 To ensure employment of technical personnel, the Bidder would require giving the proof of payment of their salaries/Wages.

4.4 The declaration for the technical staff by the Contractor will be given in the form attached as Appendix 'C' (in the presence of Notary Public with details of the required staff).

5. MACHINERIES, TOOLS AND PLANTS:

5.1 The Bidders must have sufficient machinery, tools & plants that are necessary for carrying out the work.

5.2 The minimum requirement of machinery tools & plants for the work are indicating () marks as below.

- | | | |
|-----|---|-----|
| 1. | JCB/Excavator..... | () |
| 2. | Tipper/ Dumper..... | () |
| 3. | Theodolite | () |
| 4. | Levelling Instrument with staff..... | () |
| 5. | Leveling instrument with staff | () |
| 6. | Road Roller | () |
| 7. | Hot mix plant with electronic controls
(min.100-120 tph Capacity) (Owned for work value more than Rs. 5.0 Crore) | () |
| 8. | Paver Finisher with Electronic Sensor | () |
| 9. | Bitumen Boiler with Sprayer | () |
| 10. | Water Tanker | () |
| 11. | Vibrator (Surface Type) | () |
| 12. | Vibrator (Needle Type) | () |
| 13. | Tractor with Trolley | () |
| 14. | Dozer | () |
| 15. | Pumping Set | () |
| 16. | Motor Grader | () |
| 17. | Front end loader | () |
| 18. | Smooth wheeled roller | () |
| 19. | Vibratory roller 8 to 10 Ton | () |
| 20. | Tandem Roller..... | () |
| 21. | Concrete mixers with integral weight batching facility | () |
| 22. | Concrete batching and mixing plant (minimum capacity 15 m ³ /Hour | () |
| 23. | Vibrator (Niddle Type)..... | () |
| 24. | Vibrator (Surface Type).....
(Owned for work value more than Rs. 5.0 Crore) | () |
| 25. | Wet mix plant minimum capacity 75 Ton per hour
(Owned for work value more than Rs. 5.0 Crore) | () |
| 26. | Electric Generator Set 125kVA and 250 KVA | () |
| 27. | Mechanical Broom | () |
| 28. | Air Compressor | () |
| 29. | Bitumen Pressure distributor | () |
| 30. | Road Surface making machine | () |
| 31. | Other equipment | () |
| | a. Tractor with ripper attachment | () |
| | b. Mastic Cooker 1 Ton and bitumen boiler 1500 liters Capacity..... | () |
| | c. Concrete mixer with hopper for small work | () |
| | d. D W.M.M. Plant | () |

- 5.3 In case of electrical work, sufficient electrical equipment's is required to execute the work properly as directed by E/A. (MACHINERIES, TOOLS AND PLANTS)
- 5.4 Proof of possession and use of required machinery, Tools & plants will be given by the Bidder by the way of declaration in the shape of an affidavit on As. 10/- non judicial stamp paper duly verified by the notary public in Performa as per Appendix D

6. Income Tax clearance Certificate or Audited Balance Sheet:

The Tenderers shall submit the latest Audited balance sheet for last four financial years along with pre-qualification bid, valid on the date of opening of Bid.

7. SITE OFFICE AND TESTING LAB

- 7.1 The Bidder shall establish site office and Testing lab with all testing equipment required for proper executions of work at his own cost.
- 7.2 Site office will be constructed by the Bidder himself by his own cost.
- 7.3 If the Random Testing is required in the departmental Lab or out site reputed organization's lab then the fees for such test is to be paid by the Bidder as per rate decided by the department Lab or other outside Lab.

8. THIRD PARTY QUALITY ASSURANCE

The Third Party Quality Assurance will be mandatory on each work value having more than 100.00 Lakh, the agency of Third Party Quality Assurance will be selected by the department and the remuneration of Third Party Quality Assurance including material testing fee and site/ factory visits if required incurred over it will be borne by Bidder not by the department.

9. In case of Partnership firms, duly certified copy of Partnership Deed/ In case of Company, Registration Certificate and Memorandum & Article of Association and Power of Attorney for the person concerned to authorize to sign the Bid and agreement shall be submitted by the Bidder.
10. In case of any change in Cash Assets, Technical Staff, Tools and Plants or Change in Partners or constitution of a company, address of communication or telephone nos. etc. after submission of documents the same shall be intimated to the Chief Engineer/ Superintending Engineer/ Executive Engineer, Development Authority, timely.
11. If it comes to the notice of the bid accepting authority at any point of time, during the bidding or execution stage of the work, that the Bidder has been blacklisted by any Govt. Organization, then all the payments due to him shall be forfeited and firm will be blacklisted.
12. The decision of the Vice Chairman regarding pre-qualifying of the Bidders shall be final and binding to all Bidders.

.....DEVELOPMENT AUTHORITY

(Address of the Authority)

Declaration for Refund of Deposited Earnest Money (By unsuccessful bidders)
(FILL IN CAPITAL LETTER ONLY)

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

- 1. Bidder Name _____
- 2. Bidder Address _____
- 3. Bank Name _____
- 4. Bank Branch _____
- 5. A/C Number _____
- 6. IFSC Code _____
- 7. PAN No. _____
- 8. Tin/TAN No. _____
- 9. GSTIN. _____
- 10. Phone No. _____
- 11. Mobile No. _____
- 12. Email-Id _____

For Office Use Only

13. Party Unique Id

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

Date _____

**Signature
Stamp/Seal**

APPENDIX 'A'

(Experience Certificate)

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

S.NO.	Name of work	Contract No.	Contract Amount	Total Value of work done as per Final Bill (Rs. in lakh)	Date of Start	Stipulated date of completion	Actual Date Completion	Whether any compensation levied for delay
1.								
2.								
3.								
4.								
5.								

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

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

Telephone No. (Off)

(Resi.)

Fax No. (Off.)

(Resi)

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

APPENDIX 'B'

(Indemnity Certificate for Liquid Assets)

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

SIGNATURE OF MANAGER OF THE BANK

Seal of the Bank

Date

APPENDIX 'C'

(List of Regular Technical Staff)

I/WeS/O partners / Authorized person of M/s..... applicant of (Name of Work) for prequalification hereby declare that following person(s) is in my/ our regular employment on the post and from the dates mentioned against them.

S.NO.	Name and Address	Technical Qualification	Post held regular	Date of Employment	Details of Experience
1.					
2.					
3.					
4.					
.....					

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

I/we further understand that for non-presence of such Engineers, of theDevelopment Authority shall deduct @ Rs.20000 (Twenty thousand) for degree engineer and Rs. 12000 (Twelve thousand) for diploma engineer as the case may be, per month from our bills, which will not be refunded.

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

SIGNATURE OF APPLICANT

SEAL

(NOTARY PUBLIC)

On stamp paper (minimum denomination Rs. 10.00)

APPENDIX'D'**(List of Plant, Machinery and T&P etc.)**

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

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

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

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

APPLICANT

SEAL

(NOTARY PUBLIC)

On stamp paper (minimum denomination Rs. 10.00)

APPENDIX'E'

(Details of cost of Tender & (EMD) Details)

..... **DEVELOPMENT AUTHORITY**

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

Tender Notice No:.....

S.NO	NAME OF WORK	DEPARTMENT / ZONE	BANK ACCOUNT DETAILS FOR RTGS
			Beneficiary Name :“VCDevelopment Authority E- Tendering” Account Number: Bank: IFSC Code: Branch:

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

Signature Name & Seal of firm

APPENDIX 'F'

AFFIDAVIT REGARDING BID CAPACITY

(For works more than Rs. 5.00 Crore)

I/We aged years son of do hereby solemnly affirm and declare as follows for and on behalf of the Firm :

LIST OF EXISTING COMMITMENT AND ONGOING WORKS

Sr. No.	Name of Works	Client Name & Address	Contract Value (Rs).	Work Executed till Date. (Rs)	Balance Amount of work to be completed (Rs)	Balance period require to complete the works (Total months)	Work to be completed in month (Time period of work as per NIT) (Rs)
					(4 – 5)		
1	2	3	4	5	6	7	8
Total Balance Commitments duringmonths (Time period as per NIT) =						Rs.	

It is certify that the above particulars furnished are true and correct. If any information given is found to be concealed at a later date, the Contract will be terminated forthwith without prejudice to the rights thereon consequent on termination and the bidder will be blacklisted. I/We agree for debarring tendering for one year if any facts are suppressed.

Signature of Notary Public

SIGN AND STAMP OF BIDDER

On stamp paper (minimum denomination Rs. 100.00)

T-6 (APPENDIX 'G')

शपथ-पत्र

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

1. मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यावसायिक रूप से मैं विकास प्राधिकरण के कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. विकास प्राधिकरण द्वारा जो (कार्य का विवरण लिखा जाये) करने की निम्नलिखित शर्तों को मंजू है, उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण-पत्र: चरित्र प्रमाण-पत्र/हेसियत प्रमाण-पत्र/आयकर प्रमाण-पत्र/जी0एम0डी0 प्रमाण-पत्र/बिड रिकयोरिटी प्रमाण-पत्र/बिड कॅम्पिस्टी प्रमाण-पत्र/जमानत धनराशि आदि का प्रमाण-पत्र तथा अन्य सुसंगत अभिलेख आदि मूलरूप में निविदा पत्र के साथ संलग्न कर दिये गये हैं।
4. मेरा पैन नं0 है। (आयकर विभाग द्वारा प्रदत्त प्रमाण-पत्र संलग्न किया जाये)
5. मेरे विरुद्ध आपराधिक मुकदमों का विवरण निम्न प्रकार है। यहां पूरा विवरण दिया जाये।
 1. मुकदमा नम्बर 2. धारार्ये 3. थाना
 4. जनपद 5. न्यायालय (जहां मुकदमा चल रहा है)

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

6. मैं विकास प्राधिकरण अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार/फर्म की श्रेणी में नहीं आता हूँ। मैं आपराधिक गतिविधियों, माफिया तथा गैंगस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई मुकदमा दर्ज नहीं है।
8. यदि ठेका प्राप्त करने के पश्चात् मेरे विरुद्ध माफिया गतिविधियों/असामाजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दें। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विकास प्राधिकरण / राज्य सरकार के विरुद्ध कोई आपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध आपराधिक मुकदमा नियमों के अन्तर्गत दर्ज करायें।
9. मैं अनुबन्ध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।
10. मेरा कार्य एवं आचरण उत्तम है।
11. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थायी पता और अस्थायी पता निम्न प्रकार है:-
 (अ) स्थायी पता (दूरभाष सहित)
 (ब) अस्थायी पता (दूरभाष सहित)
 (यहां पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाये)
12. मैं शपथपूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल विकास प्राधिकरण और जिला मजिस्ट्रेट/कलेक्टर को दूंगा।
13. मैं यह घोषणा करता हूँ कि विभाग के जिस कार्य के लिए मेरे द्वारा ठेका लिया जा रहा है, उसके सापेक्ष चल एवं अचल सम्पत्ति का हैसियत प्रमाण-पत्र जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम लिखा जाये) द्वारा प्राप्त करके मूलरूप में संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि इस हैसियत प्रमाण-पत्र का उपयोग अन्य कार्यों के लिए नहीं किया जायेगा।
14. मैं अपनी पूर्ण जानकारी में पूरे होशों-हवास में स्वरथचित्त से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक :

शपथीका पूरा हस्ताक्षर
पूरा नाम तथा पता

नोट:-1. यह स्वघोषणा शपथ-पत्र रु0 100/- (रु0 एक सौ) के स्टाम्प पेपर पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुए दिया जायेगा।

2. असत्य शपथ-पत्र देना एक संगीन और संज्ञेय अपराध है।
3. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

TERMS AND CONDITIONS OF THE CONTRACT

1. a. Earnest Money is required to be deposited in the shape of RTGS/ NEFT only in the prescribed account of Development Authority.
- b. Earnest Money deposit shall be 2% of estimated cost for work estimated to cost upto Rs. 10 crore. for work estimated cost more than Rs.10 crore Rs.20 Laacs + 1% of the estimated cost in excess of Rs.10 crore.
- c. The rate of Performance Security deposit will be 5% of the tender amount. The Earnest Money of the Successful bidder shall be converted into the performance security deposit and adjusted in performance security.
- d. The performance security deposit may be accepted in the form of FDR/CDR/TDR/NSC of Nationalized Banks/ Scheduled Banks/ Post Office issued from local branch of the city of theDevelopment Authority, provided that they cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer.
- e. The performance security deposit for tender cost more than Rs. 25 Crore may be accepted in the form of Bank Guarantee of Nationalized/ Scheduled Banks issued from local branch of the city of the Development Authority, provided that they cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer. The standard form of bank guarantee for this purpose is annexed. *(Annexure- 9)*
- f. As per guidelines issued from UP Government, the successful bidder has to deposit additional performance Security, if the rate quoted by him is more below than 10% from the justified amount (on the date of tendering). The rate should be @0.5% per percent up to 10% below rate and @1% per percent on rate quoted beyond 10% below rate on tender amount. This additional performance security may be in the form of FDR/CDR/TDR/NSC and for tender cost more than Rs. 25 Crore, it may be in form of Bank Guarantee issued from any Nationalized Banks/Scheduled Banks from local branch of the city of the Development Authority, and cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer. The standard form of bank guarantee for this purpose is annexed. *(Annexure- 11)*
- g. All FDR/ TDR/ CDR/ NSC/ Bank Guarantee shall be verified from the issuing Bank/ Post Office by Finance Department.
- h. Payment will be released to the contractor only after the Bank guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry, by Finance Department.
2. Tender of the firms who have litigation in Court of Law against theDevelopment Authority, will not be considered.
3. Tender of firms is liable to be rejected who have failed to complete the work timely and work is still pending for more than a year in theDevelopment Authority .
4. Tender will be received upto 5:00 PM on and the Pre-qualification bids shall be opened on date(Two days after last date of receiving) at 11:00 AM in the presence of available tenderers.

5. Vice Chairman.....Development Authority reserves the right to reject any or all the tenders without assigning any reasons.

7. Defect liability period for the executed work shall be one year after the date of completion (read with Clause-1 of GPW-9).

8. JOINT VENTURE FIRM:
Firms forming joint venture for qualifying in the pre-qualification bid of said tender are not eligible. Experience/turnover/liquid assets of joint venture firm working under one name may be considered. Individual experience/liquid asset of constituent firms shall not be added in joint venture firms.

Executive engineer

.....Development Authority

SPECIAL CONDITIONS

GENERAL

1. These special conditions shall be read in conjunction with the General Conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract, the provisions of these special Conditions shall take precedence.
2. The Contractor is expected to be well conversant with the General conditions of the Contract (As per GPW Form-9) annexed with this agreement, which shall be treated as part of this agreement.
3. The Bidders are advised to see carefully the site of work and structural architectural drawings etc. before actually submitting their tender. The structural/ architectural drawings for the work under the scope of this tender can be seen in the office of the EE/SE/C.E.Development Authority, on any working day between office hours.
4. The contractor must get acquainted with the proposed site for the work and study all the specifications and conditions carefully before bidding. The work shall be executed as per program / dates drawn by the Engineer-in-charge. If part of the site is not available due to any reason the program of the contractor shall be modified to suit the availability of site and the contractor shall have no claim for compensation on this account.
5. The contractor is expected to be well conversant with the conditions mentioned in the Tender Documents (General Conditions of the Contract) which will be the part of the agreement.
6. If the contractor withdraws his offer / bid or modifies his offer / bid after closure date and time of bid which is not acceptable to the department before acceptance of the bid, his earnest money will be forfeited.

TENDERERS TO ENSURE AND NOTE

7. The tenderer should insure that the entire required document is uploaded in PDF form in Technical bid. The RTGS/ NEFT of Tender Fee & EMD must be submitted in the prescribed account of Development Authority within the duration (strictly within date and time of opening & closing of individual e-bid) of the work as mentioned in tender notice, otherwise, in any case, bid shall be rejected. No page(s) of the bid shall be removed and the entire set must be submitted, as its failure to comply the instructions may result in the rejection of the bid.
8. Scanned copies of cost of bid document/ e-Bid processing fee and Earnest Money deposited through RTGS/ NEFT in prescribed bank account ofDevelopment Authority shall be uploaded with E-Tender.. However the scanned copy of both RTGS/ NEFT receipt shall be verified by the department from the bank and in case of any discrepancy or wrong information furnished in the scanned copy, bid shall not be processed even for Technical Bid Evaluation and shall be rejected.

9. All entries by the bidders should be written legible.
10. The bidder should write full address and telephone no. on the Bid Form. Any letter sent by Regd. Post on that address will be treated as delivered.
11. Incomplete, irrelevant conditional bids are liable to be rejected without assigning any reason. Bids not submitted on proper prescribed form shall not be considered and are liable to be rejected.
12. Any bid not fulfilling all the conditions is likely to be ignored / rejected without assigning any reason.
13. No additions or alterations are permitted in the bid papers, if bidder does so, the same shall not be considered and such bid is liable to be rejected.
14. No refund of the cost of tender is claimable for tenders not accepted or for tenders not submitted.
15. Contractor has to sign the agreement after submission of stamp paper within ten days from the date of award of the work in case of delay on the part of the Contractor beyond ten days, a penalty of Rs. 1000/- per day will be imposed and shall be recoverable from Contractor which will be deducted from any dues of Contractor.
16. Vice ChairmanDevelopment Authority reserves the power to reject any or all bids without assigning any reason or giving any explanation, power is also reserved to divide or subdivide the work among the contractors.

EARNEST MONEY AND PERFORMANCE SECURITY

17. a. After the acceptance of the tender, the earnest money of the successful Contractors shall be converted and adjusted into the performance security. Performance Security Money shall be 5% of the Tender cost of the work. The performance security may be accepted in the form of FDR/CDR/TDR/NSC of Nationalized Banks/ Scheduled Banks/ Post Office issued from local branch of the city of the Development Authority, provided that they cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer.
- b. The performance security deposit for tender cost more than Rs. 25 Crore may be accepted in the form of Bank Guarantee of Nationalized/ Scheduled Banks issued from local branch of the city of the Development Authority, provided that they cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer. The standard form of bank guarantee for this purpose is annexed. (Annexure- 8)

- c. All FDR/ TDR/ CDR/ NSC/ Bank Guarantee shall be verified from the issuing Bank/ Post Office by Finance Department
- d. Payment will be released to the contractor only after the Bank guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry, by Finance Department.

SECURITY MONEY

18. The Security amount shall be deducted @ 5% from each running bill, other than 5% Performance Security deposited at the time of Contract Agreement and the maximum limit shall be on contract bond amount @ 10% including earnest money.

19. ADDITIONAL PERFORMANCE SECURITY

- ∩ As per guidelines issued from UP Government, the successful bidder has to deposit additional performance Security, if the rate quoted by him is more below than 10% from the justified amount (on the date of tendering). The rate should be @0.5% per percent up to 10% below rate and @1% per percent on rate quoted beyond 10% below rate on tender amount. This additional performance security may be in the form of FDR/CDR/TDR/NSC and for tender cost more than Rs. 25 Crore, it may be in form of Bank Guarantee issued from any Nationalized Banks/Scheduled Banks from local branch of the city of the Development Authority, and cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer.
 - ∩ All FDR/ TDR/ CDR/ NSC/ Bank Guarantee shall be verified from the issuing Bank/ Post Office by Finance Department.
 - ∩ Payment will be released to the contractor only after the Bank guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry, by Finance Department.
21. The earnest money deposited by the unsuccessful bidder shall be returned electronically after final decision on the bid, contractor has to fill prescribed form attached with the bid.
 22. The security deposited shall be refunded to the contractor after expiry of Defect Liability Period from the actual date of completion or date of payment of the final bill (whichever is later) in full only if no imperfections become apparent in the work during defect liability period of twelve months.
 23. If the Contractor withdraws his offer/tender, or modifies his offer/tender, after submission of tender and before acceptance of the tender, his entire earnest money will be forfeited By the authority.

Vol-1 to be considered for conversion of length of various, size MS Bars and for bars into wt. as under.

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

37. With each lot of material arranged by the Contractor for construction work he shall produce proper receipt of purchase from the manufacturer/re-roller.
38. The Contractor has to arrange the test certificates of each lot from an approved test laboratory. Engineer-in-Charge,Development Authority shall have the right to take sample for testing as per CPWD/ISI norms or as decided by the Engineer in Charge and get it tested. The Contractor shall bear all charges of sampling, carriage and testing etc.
39. The cement shall be stored at site of work as per B/S requirement and shall be kept under double lock & key system by the Contractor at his own cost.
40. The Contractor shall provide at his own cost proper storage facility for the materials brought by him to prevent any loss, damage or deterioration of the same.
41. The contractor shall confine his equipment storage of materials operation of his works & people to the limits as directed by the E/I and shall not unnecessary spread over the premises with his materials and hutments.
42. The Contractor shall make arrangement for watch and ward of the material at his own cost.
43. All the material and workmanship and it's working procedure shall be strictly as per specification of UPPWD /C.P.W.D./ MoRTH as described in the contract and in case not covered in the contract then in accordance with the Engineer in charge / BIS code. Instructions shall be issued from time to time to tests the material as the Engineer in charge may direct at places of manufacture, at the work site or inDevelopment Authority Laboratory or any recognized Laboratory inside or outside ofDevelopment Authority. Contractor shall provide conveyance, labour and material required for examining, measuring and testing for the work and

REGARDING MATERIALS

24. All the materials for the works shall be arranged by the contractor at his own cost.
25. 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 Executive Engineer and shall be kept in the office of the Executive Engineer.
26. All the materials collected by the contractor during execution of work shall be properly stacked, arranged and covered as per directions of Engineer-in-charge.
27. Contractor shall have to make their own arrangement for water & electricity at the site of work. Extraction of Ground water shall not be allowed in any case. The water should be fit for drinking in case the authority supplies the water, the Contractor shall have to pay charges at rate fixed by Authority.
28.Development Authority shall give necessary recommendation letter to the concerned authority for giving water and power connection to the Contractor. However any delay in getting water or power connection shall not entitle the Contractor for any compensation or extension in completion period.
29. 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.
30. The contractor is to stack the metal at the road berms first according to the size of complete with stack number as decided by the E/I and no metal shall be stacked on road embankment. The metal shall be allowed to spread for consolidation only after recording of measurements and taken into road metal account register.
31. The quantity measured in stacks shall be final & binding on the contractor and no claim will be entertained thereafter.
32. A deduction @ 7.5% shall be made from stack measurements of stone metal to arrive at net quantity for the purpose of payment.
33. Deduction shall be made for earthwork in filling, if compaction is not up to 95% proctor density as per UPPWD specifications.
34. Cement and steel shall have to be arranged by the contractor only from the approved manufacture/re-rollers who hold ISI license only. Cement and steel should be ISI marked and to the entire satisfaction of the E/I.
35. Ultratech, Ambuja, Bangur, Binani, Birla, Shakti & J.K., L&T, CCI, ACC, JP, Shree or other make gray cement approved by competent authority, shall be allowed to be used in the work.
36. The reinforcement steel shall be provided from the reputed manufacture like SAIL, TISCO, RINL and shall conform specification as per IS code 1786-19, the standard sectional weights Reinforced all standard tables in Para 5.3.3 in specification of works

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 borne 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.

44. Samples makes of materials/equipments (electrical) and item of work shall have to be got approved by the Contractor from E/I before execution.
45. The contractor shall ensure to consume the materials within its expiry date. The material if consumed after the expiry date the affected work will have to be dismantled or the recovery shall be made by the Authority at the rate of double the cost of work in which such materials consumed.

LABOUR REGULATIONS

46. The Contractor will have to follows all existing rules and regulations of the Govt. and labour department regarding the labour employed by him without entitling him for any extra claim on this account.
47. Contractor will be responsible to get registered in Labour Office, within 15 days from the date of start of the work as per Clause of UP Building and other construction workers welfare Act. Contractor has to register cent-percent eligible labour engaged in the work in labour department and this information to be submitted toDevelopment Authority time to time. The agreement will be cancelled if this condition is not fulfilled by the contractor.
48. The Contractor shall be responsible for the damage(s) done to any property or injury to any person whatsoever caused by him or any body in his employment or caused in consequence of his work. He will indemnify and keep the Govt. indemnified against claims demands proceedings charges, cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages. The Contractor shall take a necessary precautions for the safety of his employees on the work and shall comply with all applicable provision of safety laws and building codes to prevent accident or injuries to persons on the work.

EXECUTION OF WORK

49. 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 any design drawings.

50. For carrying out the work the contractor shall be provided with one set of working drawings. Additional copies if required will be supplied to him on payment of additional charges as decided by Engineer-in-Charge.
51. 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.
52. The work shall be executed as per program drawn by contractor and approved by the E/I. If part of the site is not available due to any reason the program of the Contractor shall be modified to suit the available site and the Contractor shall have no claim for any extra compensation on this account. If the contractor does not give the programme for execution of work at the time of signing of agreement, the E/I will give his own programme, and PERT chart which will be binding on contractor and shall become part of the agreement.

The contractor will be required to give his fortnightly progress as per said PERT CHART. The progress on PERT/BAR CHART shall be attached to the bills submitted by the contractor duly signed by him on monthly basis which will be verified by E/I. The contractor will be required to furnish weekly category wise labour report also.
53. The normal working hours shall be from 8:30 A.M. to 5:30 P.M. and no work shall be carried out on Sunday and on gazetted holidays without specific permission of the E/I. No claim whatsoever shall be entertained on this account.
54. If the Engineer-in-Charge,Development Authority shall find that the work progress is slow, and feels that the work will not be completed in the time specified, then the Engineer-in-Charge,Development Authority shall order the Contractor to work day and nights, and/or on holidays and the Contractor shall obey these orders without objection or request for compensation. No compensation whatsoever shall be paid on this account.
55. In the event of working at night, the Contractor shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of the Engineer-in-charge/ Greater Noida. Any order or approval issued under this Clause by the Engineer-in-charge/Greater Noida shall not relieve the Contractor from or diminish his obligations under the contract.
56. The consolidation, shall be done as laid down in UPPWD detailed specifications amended up to date. The earth for making medhi & consolidation will be arranged by the contractor at his own cost and nothing shall be paid extra for the same.
57. That the variation of the quantities of work shall not be allowed to be executed beyond the stipulated quantity in the agreement without prior approval of the competent authority.

CONTRACTORS SUPERVISORY STAFF

58. 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 Development Authority.
59. The contractor (in self) shall give sufficient supervision to the work using his best skill and attention. The contractor provides necessary qualified staff to supervise the execution of the work throughout its completion as per prequalification requirement. The contractor or a competent authorized agent or representative should be got approved in writing by the Engineer-in-charge (whose approval at any time can be withdrawn or changed) for supervising the work and to receive directions and instructions from Engineer-in-charge of the work on the behalf of the contractor. The supervisory staff of the contractor will not be changed without the approval of Engineer-in-charge. In the event of non presence of these Engineers, Authority will deduct @ Rs. 20000/- PM per graduate Engineer & @ Rs. 12000/- PM per Diploma Engineer which will be non refundable. The decision of Executive Engineer in regards to presence and/or absence of such engineer from the work shall be final & binding upon the contractor. The contractor will have to remove any person employed on the work if ordered by the E/I for any reason.
60. If the contractor does not use at site the T & P as mentioned in the Appendix "D" of the prequalification requirement, the same shall be arranged by the authority and the necessary deductions for the rental of machinery and T&P shall be made from contractors bills or penalty as deemed fit shall be imposed for which no claim shall be entertained.

WORK TO BE DONE AS PER SPECIFICATIONS

61. The specifications to be followed for the execution of the works shall be-
- a) latest UPPWD/MoRTH/CPWD specifications for work with its up-to-date correction slip till date of bidding.
 - b) Relevant BIS/IRC standard shall be followed for works which are not covered by the above 60(a).
 - c) Material bearing BIS mark shall be given first preference for using in works. For all articles with BIS marks the quality shall be judged by the relevant BIS specification.
62. The Bill of Quantities is to be read in conjunction with the Form of tender drawings, conditions of contract, specifications as these documents are jointly explanatory and descriptive of the works included in contract. In case of conflict amongst description of the items(s) specifications conditions and drawings, the following order of precedence shall be followed.

- i) Provisions as per description of items(s)
- ii) Provisions in special conditions of contract.
- iii) Provisions in specifications.
- iv) Provisions in drawings.
- v) In absence of above the decision of Engineer-in-Charge shall be final & binding.

INSPECTION OF WORK

63. All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the E/Ic. and other Authority Officials at all times during the usual working hours. At all other times, if notice for the inspection of site by the E/I or any other official is given to the Contractor should either himself be present to receive orders and instructions or a responsible authorized agent be present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall also provide all facilities necessary for inspection of the work by the E/I or other officials for which no payment shall be made to the Contractor.

The Engineer-in-Charge shall have the right to inspect the work and related documents either through their authorized officers or any agencies appointed for such purpose as and when the need is felt in order to assess the work progress, the quality of material used in the construction and satisfaction execution of the work the contractor shall subject themselves to such inspection and shall carry out the instructions issued in pursuance of the above inspections.

64. 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.

VARIATIONS

65. The quantities given in the bill of quantities are approximate & are liable to vary upto 25% on either side without entitling the Contractor to any compensation or extra rate.

RATES

66. In giving their rates the Tenders should take into account all fluctuations of the market, as no claim shall be entertained on this account during the acceptance of the tender and currency of the contract.
67. The bid rates shall be for all completed items of the work and shall include all quarry royalties, testing, screening, tools & plants, railways freight, carriage of materials to site, stacking, removal charge of any rejected material, Municipal Board Taxes, Octroi etc. & labour cess and all other taxes (Except GST) in force from time to time. GST shall be paid byDevelopment Authority extra as applicable time to time. The Contractor will deposit the same in the concerned department.Development Authority

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

Rates submitted by contractor should be inclusive of all taxes excluding GST. The G.S.T. shall be paid extra byDevelopment Authority, as applicable.

69. The contractor is allowed to quote only one rate (Percentage Above/Below) in Financial Bid.
70. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution (Forty Sixth Amendment) Act. 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders, and the Contractors thereupon necessarily and properly pays such taxes/levies, the Contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of E/Ic.....Development Authority (whose decision shall be final and binding) attributable to delay in executing of work within the control of the Contractor.
- i) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and further shall furnish such other information/documents as the Engineer-in-charge may require.
 - ii) The contractor shall within a period of 30 days of imposition of any further tax or levy. Pursuant to the constitution (Forty Six - Amendment) Act 1982 give a written notice thereof to the Engineer-in-Charge as may require.
 - iii) No escalation on any account shall be paid.
71. Rates quoted shall be considered to be for all height unless specified otherwise.

PAYMENT

72. The Contractor shall submit monthly running bills to theDevelopment Authority for the work completed by him during the month. The Engineer-in-charge.....Development Authority shall check the bill and 75% payment shall be made for the certified amount within 15 days of submission of bill, balance amount due against this bill shall be released after the same is cleared by the

.....Development Authority. Security deposit shall be deducted @ 5% from each bill unit the amount of security deposit recovered reaches the total figure outlined in Clause 1 of GPW Form 9. The certificate of the Engineer-in-Charge/Greater Noida regarding the sum payable against bills shall be final and conclusive.

73. Any claim during the period of contract will be submitted in writing within the currency of the contract bond failing which the claim shall not be entertained.
74. 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 ofDevelopment Authority shall be final.
75. G.S.T. with surcharge shall be deducted on the gross amount of the work done for all the payments made to the Contractor according to the provision of G.S.T. Act modified from time to time.
76. The Contractor shall submit a certificate along with each bill that full labour payment has been made by the Contractor till the end of the preceding month.
77. The provision of an item in the bill of quantities will not entitle payment for the same in case it forms part of any other item as per specifications, Special Conditions of contract through the same may have not been specifically described in the description of the item(s).
78. The contractor shall have to sign FARKATI at the time of submission of final bill account's Section.

SECURED ADVANCE

79. **Secured Advance on Materials**
 In respect of certain specialized and capital-intensive work with estimate cost put to tender Rs.25.00 crore and above, the Contractor on signing an indenture in the form to be specified by the Engineer-in-Charge.....Development Authority may be allowed "Secured Advance" on the security on materials to the extent of 75% of the estimated value of major materials which in the opinion of the Engineer-in-Charge are non perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-Clause are incorporated in the works, the amount of such advance shall be deducted from the next payment made under any of the Clauses of this contract.

80. Grant of mobilization advance to the Contractors for executing capital intensive works

In respect of certain specialized and capital-intensive work with estimate cost put to tender Rs.25.00 crore and above, the Contractor may be allowed "Mobilization Advance" as per following conditions :-

I. The Mobilization advance limited to 10% of tender amount at the prevailing prime lending rate (PLR) plus 1% simple interest can be sanctioned to the contractor on ensuring the necessities of project and specific request as per term of the contract shall be

II. The Mobilization advance shall be released only after obtaining a bank guarantee bond of the 112% of amount of advance to be released, issued from any Nationalized/ Scheduled Banks of local branch of the city of the Development Authority, provided that the BG cover the stipulated period of contract and should be duly pledged in the name of the concerned Executive Engineer. The standard form of bank guarantee for this purpose is annexed.
(Annexure No.8)

III. The BG shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest. The advance should be released in not less than two installments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.

IV. It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.

V. The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed or 80% of original completion period is completed whichever is earlier. The completion period shall be reckoned as extended approved period, if any. Failure to completion of 80% of work/period, the balance mobilization advance shall be recovered by the encashment of bank guarantee.

ABNORMALLY HIGH/LOW RATES

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

CO-OPERATION WITH OTHER AGENCIES

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

MISCELLANEOUS

84. Bidder, who have carried out such works of similar magnitude satisfactorily, have sufficient material and T&P for construction work such as centering, shuttering and machinery tools and plants for mixing and transporting material for required height and depth and for other work they shall submit the details with bid.
85. The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Government's property and such materials shall be disposed of to the best advantage of Govt. according to the instructions in writing issued by the Engineer-in-Charge.
86. 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.
87. The Contractor shall at all times keep the premises free from accumulated waste material or rubbish caused by his employees on the work and on completion of the work he shall clear away whole site of such material and fill up the borrow pits made by him. He will leave whole of the site and works clear in a workman like manner. Nothing extra shall be paid to the Contractor for this clearing up. The Contractor shall maintain and keep the area in agreed sanitary condition, which is used by men engaged in the work by him. He shall remove and clear all structures etc. which may have been set up by the Contractor for accommodating his labour on the completion of the work to the satisfaction of the Engineer-in-Charge
.....Development Authority.
88. In case of any dispute the decision of VC,Development Authority shall be final and binding on the contractor.
89. No claim for the interest will be entertained by theDevelopment Authority in respect of the deposits mentioned in the contract or in respect of any money or balance which may be in their hands owing to any disputes between theDevelopment Authority and the Contractor or in respect of any delay on the part ofDevelopment Authority in making monthly payments or otherwise.

90. In case of earth work in filling is being done in layers of 20cm thickness, the compaction must be done with heavy machinery such as road roller of 8 ton or above capacity at the optimum moisture content. The dry density must be achieved to the extent or not less than 95% of proctor's density. In this area when the compaction is achieved to the desired density no deduction shall be made from the measured cubical content.
91. In case of pateries (shoulder of road) the compaction should be done with road roller of 8 ton capacity. However, 95% proctor's density at optimum moisture contents is not necessary. The deduction of for this must be made 10% on the measured cubical content of compacted earth.
92. 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/ final bill.
93. Quantity for payment shall be considered only on the theoretical quantity (Based on Proposed formation level) or the actual quantity (based on actual finished level) whichever in less.
94. In case it is found that the bid as submitted forged/ fictitious documents along with the bids, his offer will be cancelled and earnest money will be forfeited. Also the Contractor can be black listed for bidding forDevelopment Authority work.
95. The Contractor shall have to make arrangements at his own cost for temporary accommodation for the office staff and the labourer's residence at the site of work. Suitable area of land shall be earmarked to Contractor to put the labour camp. Contractor shall however be responsible to hand over the site toDevelopment Authority duly cleared from all encumbrance immediately after completion of work failing which completion certificate of the contract shall not be issued.
96. The contractor shall have to supply required Non-Judicial Stamp Papers for execution of contract bond at his own cost as per rule/order.
97. Any recovery pointed out by the Technical inspection wing/quality surveillance team appointed or authorized byDevelopment Authority shall also be affected from the contractor's dues available withDevelopment Authority
- the contractor shall have no claim for such deduction of amount whatsoever. In case of any dispute the decision of CE/SE, Executive Engineer,Development Authority shall be final and binding on the contractor.
98. In the case of any irregularity or financial loss to the Authority, such loss caused to Authority would be recovered from the concerned contractor.
99. 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.

- 100. The contractor has to furnish his rates including Labour Cess (at 1%, the same shall be deducted from the bills of the contractor. The royalty charges levied by states/central govt./other institutions on & other terms and conditions issued time to time by govt. shall abide by and shall be paid by contractors and its proof shall have to be submitted toDevelopment Authority.
- 101. As per rules and regulations it is mandatory that the contractor has to accept & act in accordance with the scheme. Guidelines and implementation mechanism under building & other constructions workers (Regulation of employment & conditions of service) act 1996 and that will be stages as mentioned in the U.P. Government order.

102. BLACKLISTED/ CHARGSHEETED/ DEBBARED BIDDERS

Bidder should not have been blacklisted/ charge sheeted/ debarred by any Govt. department/ State Govt. department/ PSU's/ Local Body/ Any other agency. A declaration made on a non judicial stamp paper of Rs.100/- and duly notarized should be submitted along with the bid, clearly stating that the company /firm has not been blacklisted/ charge sheeted/ debarred by any Govt. department/ State Govt. department/ PSU's/ Local Body/ Any other agency, failing which the bid will not be considered for further evaluation.

- 103. References to Recitals, Articles, Clauses and Sub-clauses in this Agreement shall, except where the context otherwise requires, mean references to recitals, Articles, Clauses and Sub-Clauses of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement in which such reference appears.

EXECUTIVE ENGINEER

.....**DEVELOPMENT AUTHORITY**

..... **Development Authority**

GENERAL CONDITIONS OF THE
CONTRACT

I- DEFINITIONS

1. The "Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the **Development Authority** and the "**CONTRACTOR**" together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. In this contract the following expressions shall, unless the context otherwise requires, have the meaning herewith respectively assigned to them :
 - a. The "**WORK**" or "**WORKS**" shall, unless there be something either in the subject or context repugnant to such construction shall be construed and taken to mean the work by or by virtue of the contract to be executed whether temporary or permanent and whether original altered, substituted or additional.

 - b. The "**SITE**" shall mean the land and/or the other places, on into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

 - c. The "**CONTRACTOR**" shall mean the "Individual" or "Firm" or "Company". Firm should be registered in Society Registration Act 1860 or Partnership Act and Company should be registered under company Act 1956 whether incorporated or not, undertaking the works and shall include the legal personal representative of such individuals or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or company.

 - d. The "**VC**" shall mean the Vice Chairman of Development Authority, his successors or assignees.

 - e. The "**ENGINEER-IN-CHARGE**" shall mean the C.E./S.E./E.E./A.E. as the case may be who shall supervise and be in-charge of the work and who shall sign the contract on behalf of G. D.A.

- f. ".....D.A." shall mean Development Authority (Constituted under section 4 of U.P. Urban Planning Development Act 1973 and having its main administrative office through its VC/Secretary/FC/CE/SE or any of the their authorized representative and / or its successors and permitted assignees.
- g. The "**TENDERED COST**" Shall mean the cost of entire work as estimated on the basis of the tendered rates or rates agreed to between the parties of contract.
- h. The "**DEPARTMENT**" shall been Engineering Department of Development Authority.
- i. The "**ESTIMATED COST**" shall mean the cost of entire work to tender.
- j. The "**MARKET RATE**" shall mean the rate as decided by the Engineer-in-charge on basis of the cost of materials and labour at 'site where the work is to be executed plus the profits and overheads as permitted by him.
3. Vide G.O. No. 1916/17 -8-A-32-185 dated 17-10-85 of U. P: Govt. the Tenderer is required to submit non-judicial stamp paper as per the direction of Development Authority on the full security of the bonded amount at the time of signing contract documents.

CLAUSE 1: SECURITY DEPOSIT

a. PERFORMANCE SECURITY

The rate of Performance Security deposit will be 5% of the tender amount. The Earnest Money of the Successful bidder shall be converted into the performance security deposit and adjusted in performance security.

The performance security deposit may be accepted in the form of FDR/CDR/TDR/NSC of Nationalized Banks/ Scheduled Banks/ Post Office issued from local branch of the city of the Development Authority, provided that they cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer.

The performance security deposit for tender cost more than Rs. 25 Crore may be accepted in the form of Bank Guarantee of Nationalized/ Scheduled Banks issued from local branch of the city of the Development Authority, provided that they cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer. The standard form of bank guarantee for this purpose is annexed(Annexure -9) All FDR/ TDR/ CDR/ NSC/ Bank Guarantee shall be verified from the issuing Bank/ Post Office by Finance Department / Engineering Division as per administrative order. Payment will be released to the contractor only after the Bank guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry, by Finance Department / Engineering Division as per administrative order.

b. SECURITY TO BE DEDUCTED FROM RUNNING BILLS

The Security from running bills shall be deducted in cash from the running bills @ 5% of the work done, which shall be refunded after Defect Liability Period plus 3 months.

If the contractor in any stage of work deposit the FDR/CDR/NSC in place of cash security deducted from running bills, the cash security may be refunded provided that the FDR/CDR/ TDR/NSC should be issued from any Nationalized Banks/ Scheduled Banks/ Post Office from local branch of the city of the Development Authority and cover the stipulated period of contract plus the defect liability period plus 3 months and are duly pledged in the name of the concerned Executive Engineer. The standard form of bank guarantee for this purpose is annexed.(Annexure- 10)

If the contractor for tender cost more than Rs. 25 Crore in any stage of work deposit the Bank Guarantee in place of cash security deducted from running bills, the cash security may be refunded provided that the BG should be issued from any Nationalized Banks/Scheduled Banks from local branch of the city of the Development Authority, and cover the stipulated period of contract plus the defect liability period plus 3 months and are duly pledged in the name of the concerned Executive Engineer. All FDR/ TDR/ CDR/ NSC/ Bank Guarantee shall be verified from the issuing Bank/ Post Office by Finance Department Department / Engineering Division as per administrative order. Payment will be released to the contractor only after the Bank guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry, by Finance Department Department / Engineering Division as per administrative order.

c. ADDITIONAL PERFORMANCE SECURITY

As per guidelines issued from UP Government, the successful bidder has to deposit additional performance Security, if the rate quoted by him is more below than 10% from the justified amount (on the date of tendering). The rate should Be @0.5% per percent up to 10% below rate and @1% per percent on rate quoted beyond 10% below rate on tender amount. This additional performance security may be in the form of FDR/CDR/TDR/NSC and for tender cost more than Rs. 25 Crore, it may be in form of Bank Guarantee issued from any Nationalized Banks/Scheduled Banks from local branch of the city of the Development Authority, and cover the stipulated period of contract plus the defect liability period and are duly pledged in the name of the concerned Executive Engineer. The standard form of bank guarantee for this purpose is annexed.(Annexure-11).All FDR/ TDR/ CDR/ NSC/ Bank Guarantee shall be verified from the issuing Bank/ Post Office by Finance Department / Engineering Division as per administrative order. Payment will be released to the contractor only after the Bank guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry, by Finance Department / Engineering Division as per administrative order.

d. DEFECT LIABILITY PERIOD

The Defect Liability Period shall be 7 (Seven) years for mastic works, 2 (two) years for Road works and 1 (One) year for other works from the date of the Completion Certificate recorded by Executive Engineer.

e. REFUND OF SECURITY DEPOSIT

Condition for Refund of Security Deposit:-

The Security Deposit shall not be refunded to a contractor except in accordance with the terms of contract/agreement.

The period of defect liability as prescribed in the Contract Agreement will be reckoned from the date of the Completion Certificate as recorded by Executive Engineer, provided the quality of work is found to be satisfactory and upto the specifications and certified as such by the Executive Engineer. The Security Deposit of the contractor should be refunded by the Executive Engineer after the prescribed defect liability period as stipulated in the contract agreement. The refund order of Security Deposit must be accorded by the Competent Authority. The EE should keep a close watch on the delays in the refund of security deposit to contractors and for this purpose they should periodically review the register of security deposit.

Once the recoveries become due from the contractor, the same should be recovered from the money due to the contractor either from the same work or from any other work or from the security deposit. Action to recover the overpaid amount should not be delayed or kept in abeyance during the pendency of arbitration proceedings. Action in terms of the award of the arbitration can be taken after the award is received and accepted by the competent authority. In case it is found that the work is not fully completed on the due date as per contract, the Engineer-in-charge must record writing the incomplete work along with the deficiencies remaining including site clearance on that date. A suitable action by issuing notice to contractor and its copy to his supervisory staff to completing the work as per contract conditions within a suitable time as determined by E/IC. The failure to complete the work as stipulated in above notice shall attract the penalties including reassignment of the contract bond.

f. REFUND OF PERFORMANCE SECURITY AND ADDITIONAL PERFORMANCE SECURITY

The Performance Security and Additional Performance Security may be released after successful completion of the project with payment of final bill of the work.

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

CLAUSE- 2: COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Development Authority on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in Contract Agreement (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work - @ 1.5 % per month of delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Development Authority. In case, the contractor does not achieve a particular milestone mentioned in Contract Agreement, or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

CLAUSE 2A : Incentive for early completion

For Multi Storied Buildings and Specialized Composite Projects like ROB/ RUB/ Flyover/ Elevated Road/ Metros etc., if the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period/tendered cost), a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in Contract Agreement.

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

1. **Action when whole of security deposit is forfeited.** The officer accepting the contract on behalf of theDevelopment Authority or the Engineer-in-charge shall have the power without prejudice to his right against the contractor in any respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing to determine the contract in any of the following cases.
 - a- If, the 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 Junior Engineer/Assistant Engineer/Executive Engineer/ Superintending Engineer/ Chief Engineer shall be conclusive evidence) to rectify, reconstruct or replace any defective work or any work damaged by any reason what-so -ever or that the work is being performed in any inefficient or otherwise improper or like un-workman manner shall omit to comply with the requirements of such notice for a period of seven days thereafter of such notice or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-In-charge (which shall be final and binding) he will be unable to secure completion of the date of completion or he has already failed to complete the work by the date.
 - b- If the contractor being a company shall pass a resolution of the Court shall make and order that company shall be wound up or if a Receiver or a Manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a Receiver or Manager of which entitle the court make a winding up order.
 - c- If the Contractor commits breach of any of the terms and conditions of this contract other those mentioned in sub-clause an above.
 - d- If the Contractor commits any fact mentioned in clause-21 hereof.

CLAUSE-4: CONTRACTOR REMAINS LIABLE TO ANY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE-3 (POWER TO TAKE POSSESSION OF 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 theDevelopment Authority or the Engineer-in-charge by clause-3 hereof shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default liable to pay compensation and, the liability of the 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 preceding clause the, Engineer-in-charge may if he so desire take possession of all or any tools; plant, materials of stores in or upon the works. Power to take possession of or require removal of or sell contractor's plant at the site thereof of belonging to the contractor or procured by him & intended to be used for execution of the work or any part thereof paying or allowing for the same in account at the contract rates in the case of these not being applicable at current contractor of his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with, any such requisition the Engineer-in-charge may remove at contractor and at his risk in all respects, and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and' expense of any sale shall be final 'and conclusive against the contractor.

CLAUSE- 5: EXTENSION OF TIME as per 5.1

If the contractor shall desire an extension of the time for completion of the work on the grounds of having been unavoidable hindered in its execution or any other grounds, he shall apply in writing to be Engineer-in-charge the officer accepting the contract on behalf of the Development Authority through the Engineer-in-charge- and copy thereof is sent to the Engineer-in-charge within 30 days of the date of the hindrance, on account of which he desire such extension as aforesaid and the office accepting the contract on behalf of the Development Authority.....DEVELOPMENT AUTHORITY ., shall, if in his opinion reasonable grounds be shown therefore authorize such extension of time if any as may, in his opinion be necessary or proper provided there this extension of time should normally be limited to 25% of the total period of the contract and in no case exceeding the contract period. Unless the force majeure. The case of extension provided always that if the contractor continues to perform: the work beyond and the date of completion or the right of the Development Authority to claim compensation under Clause 2 shall not be deemed to have been waived. In case the delay is because of the lapse on the part of contractor, the time extension maybe granted at the sole discretion of the sanctioning authority in the following way.

- 2- When the contractor has made himself liable of action under any of the cases aforesaid the officer accepting the contract on behalf ofDevelopment Authority or the Engineer-in-charge, shall have powers to adopt anyone or more of the following courses as he may deem suited to the interest of theDevelopment Authority
- a. To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-charge, or communicated through, Assistant Engineer / Executive Engineer / Superintending Engineer / Chief Engineer shall be conclusive evidence upon such determination or rescission the security deposit of contractor shall be liable to the forfeited and shall be absolutely at the disposal of theDevelopment Authority.
 - b. To employ labor paid by the department and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the About and price of the materials of the amount of which cost and the price of certificate under the hand of the Engineer-in-charge, communicated through the AE / EE / SE / CE shall be final and conclusive against the contractor and the crediting him with the value of the work done in all respects in the same manner and at the same manner and at the same rates as it had been carried out by the contractor under the terms of this contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided notice in writing to the contractor provided also that if the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rates the differences shall not be paid to the contractor.
 - c. After giving notice to the contractor to measure-up the work of the contractor and to take such whole, or balance, or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which executed by him (of the amount of which excess the certificate in writing or the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by theDevelopment Authority under this contract or on any other account whatsoever or from his security deposit of the proceeds of sales thereof of a sufficient part thereof as the case may be.
 - d. In the event of anyone or more of the course 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 of made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any provisions aforesaid the 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.

Work Value	Sanctioning Authority	No of Days	Penalty
For all work	Head of Engineering Department	Upto 50% of original Contract period or maximum 3 months	With penalty of 2% of remaining work value
	V.C.	All extension	With penalty of 2% of remaining work value.

Note : However total time allowed for time extension beyond justified period shall not be more than contract period. In such cases the performance security and additional performance security (if any) of the contractor may be forfeited and recommended for blacklisting.

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

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

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

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

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

No payments shall be made for works estimated to cost less than rupees twenty thousand till after the whole of the works shall have been completed and a certificate of completion" given. But in the case of works estimated to cost more than Rupees Twenty thousand, contractor shall on submitting the bill there of be entitled to receive a monthly payment proportion etc. to the part there of then approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment for work actually done and shall not preclude the requiring of bad, unsound and imperfect of unskilled work to be removed and taken away and reconstructed, or re-erected, or it shall not be considered as an admission of the due performance of the contract or any part thereof in any way in respect of the accruing of any claim nor shall it conclude, determiner or any of them as to the settlement and adjustment of the accounts or otherwise of in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or on the date of the certificates of completion furnished by theDevelopment Authority and payment shall be made within three months of the submission of such bills, if the amount of the contract plus that of the additional items is up to Rs. 2.00 lacs and six months if the same exceeds Rs. 2.00 lacs. If there shall be any dispute about any item or items of the work then 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 there of and if he fails to do so, his claim shall be deemed to have fully waived and absolutely extinguished.

CLAUSE - 8: BILL TO BE SUBMITTED MONTHLY

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

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

Before taking any measurement of any work as has been referred to in clause 6.7, & 8 hereof, the engineer-in charge or a subordinate deputed by him shall give responsible 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 the difference within a week from the date of measurement in the manner required by the Engineer-In charge then and in any such event, "the measurements taken by the engineer in charge or by the subordinate deputed by him as the case may be shall notwithstanding the provision in clause 8 be final and binding on the contractor and the contractors shall have no right to dispute the same."

CLAUSE. 10: BILLS TO BE ON PRINTED FORMS

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

CLAUSE. 11: STORES SUPPLIED BY AUTHORITY

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-In charge store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-In charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for convenience of the contractor but so as in any way to control the meaning or effect of this' contract, specified in the Schedule of memorandum hereto annexed) the contractor shall be supplied with such materials and stores as are required from the time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates, specified in the said schedule of memorandum may be set off or deducted from any sums then due, of thereafter to 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 of availability of ascertain from time to time from the Engineer-In charge about the position of availability of the materials as aforementioned and any 'delay on the part of the Engineer:-In charge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of the 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 orders and shall at all times be open to inspection by the Engineer-In charge. Any such materials unlisted and in perfectly good condition at the time of the completion of determination of the contract may,

provided in the contract for the work. The rates will be derived from the rates for similar class of work as are specified in the contract for the work.

- iii. If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work nor can be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in the PWD/CPWD/MORTH SCHEDULES of rates excluding the cost of cement and steel -minus/plus percentage which the total tendered amount bears to the Estimated cost of the entire work out to tender.
- iv. If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in such clauses (i) to (ii) above then the rates for such work shall be worked out on the basis of the Schedule of rates of the PWD/CPWD /MORTH schedules above minus / plus the percentage with the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part of parts of the item is not in the Schedule of Rates the rate for such part or parts will be determined by the officer accepting the contract on behalf ofDevelopment Authority . Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- v. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-Clauses (i) to (iv) above the contractor shall within 7 days of the date of receipts of the order to carry out the work, inform the officer accepting the contract on behalf of theDevelopment Authority or Engineer-in-charge of the rate which is his intention to charge for such class of work supported by analysis of the rates claimed and the GE/SE shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However the officer accepting the contract on behalf of theDevelopment Authority or Engineer-in-charge by the notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable but under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items failing under the clause.

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

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

If at any time, after the commencement of the work theDevelopment Authority or the C.E / SE decide to abandon or reduce the scope of works for any reason whatsoever and hence or any part of work not require the whole or any part or works as specified in the tender to be carried out, the Engineer-in-charge shall given 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

by special arrangement. Be taken over by government at prevailing market rates, if required for use on other works in progress provided that the price allowed, shall not exceed, the amount charged to the contractor.

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

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material 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 of the specifications and of all such designs, drawings and instructions as are not included in the detailed.

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

CLAUSE -13: ALTERATION IN SPECIFICATION AND DESIGN:

The Engineer-in-charge shall have power to make any alteration in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs instructions that may appear to him to be necessary during the progress of the work and the contractors shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substituted work which the 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 TO CONSEQUENCE OF ALTERATIONS:

The time for the completion of the work shall be extended in the proportion the altered additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. Over and above this a further period to the extent of 25 percent of the time so extended may be allowed to the 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 works are specified in the contract for the work, the contractor is bound to carry out the additional, altered, or substituted work at the same rates as are specified in the contract for the work.
- ii. If the rate for the additional altered or substituted works are not specifically

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 alterations 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 quality and not in excess of the requirements of the work and to pay to contractor the actual cost thereof of 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 detailed statement of the loss that he estimates he will be forwarded to the CE/SE who will decide what sum, if any, should as a matter of grace be paid to the contractor to compensate him for the loss suffered by him and the decision on CE / SE shall be final and binding on the contractor.

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

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

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

.....Development Authority shall have the right to accept at reduced rate, substandard or defective work and to cause and audit and technical examination of the works and the running and final bills of the Contractor including all supporting

vouchers abstracts etc. to be made before or at the time of the payment of the final bills and if as a result of such acceptance of substandard or defective work, audit and technical examination any sum is found to have been over paid in respect of any work done by the 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 forDevelopment Authority to recover the same from him in the manner prescribed in Clause (1) above or paid less than what was due to him under the contract in respect of any work executed by him under it, the amount or such under payment may be duly paid byDevelopment Authority to the contractor.

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

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

All works under or in, the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinate 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 the that purpose (orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself)

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

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

The Contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of the measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered

up or placed beyond the reach of the measurement and shall not cover up or placed beyond the reach measurement and shall not cover 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 and shall be covered up of place beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

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

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

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

The contractor shall also provide all necessary fencing, lights required to protect the public from accident, and shall be bound to bear the expenses of defenses of every suit, action or other proceedings at law what may be brought be any person for injury, sustained owing to neglect of the above precautions, and to any such person, or which may with the consent of the 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 bills at current rates fixed by the CE I SE 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.

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

CLAUSE - 22:

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

CLAUSE - 23:

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

CLAUSE -24:

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

CLAUSE -25:

The 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 works for the performance of the contractor's part of this agreement the contractor shall comply with or clause to be complied with all the directions issued byDevelopment Authority from

time to time for the protection of health and sanitary arrangements for workers employed by the departments for workers employed by the department and its contractor.

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

1) LEAVE

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

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

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

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

CLAUSE -28:

The Contractor shall at his own cost provide his labour with number of huts (here in after referred to as the camp) of the following specification 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 area to be provided will be at the rate of 30 Sq. feet for each member of the workers family staying with the laborer.
- 1(b) the contract shall in addition construct suitable cooling place having a minimum area 6 x 5 adjacent to the hut for each family.
- 1(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 one hundred of the total strength latrines and urinals being provided separately for women.
- 1(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 places shall be suitably screened.
- 2(a) all the huts shall have walls of sun-dried bricks laid in mud mortar of other suitable local materials and may be approved by the Engineer-in-charge. In case of sundried bricks the all should be plastered with mud gobi on both sides. The floor may be kutchra but plastered with mud gobi and shall be at least 6 inches above the surrounding ground. The roofs shall be laid with thatched or any other material as may be approved by the Engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain watertight.
- 2(b) The Contractor shall provide each hut with proper ventilation.
- 2(c) All doors windows and ventilators shall be provided with suitable leaves for security purposes.

3-WATER SUPPLY:

The contractor shall provide adequate supply of water for the use of labourer. The provisions shall not be less than 2 gallons of pure/potable and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head for bathing and washing purposes. Where pipe water supply is available, the supply shall be at stand posts and where the supply is from wells or river, tanks that may be of metal or masonry shall be provided. The 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 charges therefore.

4. The site selected for the camp shall be high grounds, 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 Authorities. If trenching or incineration

is not allowed, the contractor shall make arrangement for the removal of excreta through the municipal committee/ Authority and inform about the number of labourers employed so that arrangement may be such committee /Authority for the removal of excreta. All charges on this account shall be borne by the contractor shall provide one sweeper for every eight seats in case of dry system.

6. Drainage:

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

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

8. Sanitation:

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

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

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

CLAUSE 30: CHANGE IN CONSTITUTION OF FIRM,

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

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

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

CLAUSE 32: PROTESTS I DISPUTES AND ARBITRATION.

If the Contractor considers any work demanded of him to be outside the requirements of contract or considers any record or ruling ,of the Engineer-in-charge or of this subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made ask in writing for written instructions or decisions, where upon he shall proceed without delay to perform the work or confirm to the procedure or ruling and within twenty day after date, of receipt of the written instructions or decision he shall file a written protest with the Engineer in charge

stating clearly in detail the basis of his objections, Except for such protest or objections as are made on record in the manner here in specified, and within the time limit, stated, the recorded rulings instructions of decisions of the Engineer-in-charge shall be final and conclusive. Instructions or decisions of Engineer-in-charge contained in letters transmitting drawing to the Contractor shall be considered as written instructions or decisions subject to protest or objection as wherein provided.

If the contractor is dissatisfied with the final decision of 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 days is stipulated above the decision .of Engineer-in-chargeDevelopment Authority shall be conclusive and binding on the contractor.

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

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made 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,Development Authority .

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

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

The 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 the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and to the quality of workmanship or materials used on the work or as to any other question claim right or rates for extra items sanctioned and decided or not by the competent authority under the conditions of this contract, designs, drawings. Specifications, estimates instructions or order on these conditions or otherwise concerning the work or execute or failure to execute the same whether arising during the progress of the work or after the person or person appointed by the Vice Chairman,Development Authority . It will be no objection to any such appointment that the matter to which contract relates and that in the course of his duties asDevelopment Authority 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,Development Authority shall a point another person to act as arbitrator in accordance with the term of contract, it is also a term of his contract and no person other than a person other than a person appointed by V.C.Development Authority 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 reward.

Subject as aforesaid the provision of the Conciliation Act, 1996 or any statutory modification or 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. Such work shall be carried out in accordance with the detailed PWD / CPWD / ISI/IRC specification / MORT&H Specifications. And in the event of there being no detailed specifications for the same work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 36: CONTRACTOR'S PERCENTAGE

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

In every case in which by virtue of the provisions of section 12 Sub-section (1) of the workmen compensation Act 1923Development Authority is obliged to pay compensation to a workman employed by the contractor or by any Sub-Contractor from him in the execution of the said work,Development Authority will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of.

.....Development Authority under section 12 sub-section (2) of the said Act.Development Authority shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the contractor to his credit under clause (1) of these conditions or from any other sum due toDevelopment Authority from the Contractor whether under this contract or otherwise.

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

CLAUSE 37:

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

CLAUSE 38:

No earth for filling or for any other purpose, shall be excavated within half a mile of the site of work except with the written permission of the Engineer-in-charge and then only on condition that the area in which such excavation is made shall be leveled and dressed by the 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 pools 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) from any sums which may be or may at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.

CLAUSE 39:

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

CONTRACTOR**OFFICER INVITING BID**

**FOR ELECTRICAL WORKS,
ADDITIONAL SPECIAL "CONDITIONS, INSTRUCTIONS
AND IMPORTANT NOTES"**

1. For electrical works, approved "A" category certificates of electrical safety directorate shall be necessary
2. No extra cost for claim will be admissible for adopt in those special conditions/ instructions mentioned in the following paras. These conditions should be thoroughly studied and taken into acc. By the contractor while tendering and signing the contract agreement.
3. All work should be carried out as per latest U.P. P.W.D. / U.P.P.C.L., vikas pradhikaran specification laid down for external electrical work.
4. all the items fixtures to be used on the work shall be as per drawing and by the E/I. Necessary drawing may be made available U.P. P.W.D./ U.P.P.C.L., vikas prishad specification as maintained and sample shall to be got approved by the E/I. Necessary drawings may be made available E/I.
5. The contractor must visit the site and office and understand the specification of material of the work.
6. The contractor shall only store such material at site, which is to be used in the work. Material which are not to be used in the work or material of inferior quality shall not store at site without the written permission of E/I, __DA is not bound to provide free storage or place to the contractor. The contractor shall have to make his own arrangement at his own cost.
7. The contractor shall remove all the defects till the works is handed over to U.P.P. Corporation, Ltd and he will co-operate and help him handling over the work.
8. the work shall be opened for inspection by technical audit cell or any inspecting authority constituted by the __DA and defect pointed out by them will have to be removed by the contractor at his own cost within given years of finalization of the bound, in case the contractor fails to rectify those defects, action for recovery of amount required for ratification of these defects shall however be taken by the authority.
9. the contractor to whom is allotted may have to produce on the demand by the __DA purchase vouchers, challan etc. from the principal manufacturer or authorized dealer for verification of correct supply of material. The contractor will have to smite on demand the satisfactory. Test certificate of material used in the work which shall be issued from the principal manufacture or dealer.
10. The authority is not responsible for arranging any material what so ever and the contractor will have to complete the work within specified time with specified material, non-availability of material delay in arrival of the consignment shall not be entertained as an excuse for extension of time for completion of work.

11. The contractor shall submit drawing of the electrification work execute by him in detail on the layout plan in four copies before summation of the final bill
12. The contractor shall take care that while constructing the lines and sub-station, the Indian Electricity Rules with latest amendments are following in general and especially in respect of clearances, sag and safety etc. the sagging shall be strictly as per ISS and to the entire satisfaction of the E/I.
13. Mode of measurement of contractor and earth wire shall be by weight and will be calculated by measuring the distance from center to center of the pole and computing the weight of the contractor of that size and length by using standard table adding three percent (3%) extra which shall be allowed for wastage, sag, jointing binding and jumping etc.
14. The portion of the building road, sewers, water lines etc. damaged during execution of the work shall be repaired properly to original finish by the contractor at his own cost the entire satisfaction of the E/I.
15. The successful tenderer / contractor will be fully responsible for any damage / accident. Caused by their labour any damage to third party or their property or __DA property during execution of work.
16. In case of any dispute arising in execution of the agreement the matter will be referred to the concerning superintending Engineer /CE of the __DA for design which will be final binding on the contractor.
17. The contractor will be responsible to obtain and submit necessary approval of the works executed by him from the concerned Electrical Inspector to U.P. Govt. and ask to get the work energized and handed over to the U.P. Corporation Ltd. Necessary fee or charges as required will be paid by the __DA on production of original receipt.
18. The contractor shall not without the consent in writing of the concerned Executive Engineer of __DA sublet his contract than the raw materials.
19. The contractor shall at all times provide sufficient notices, caution boards, lights and watchman etc. to protect, warn the public and guard the work at his own cost. Any damage or theft of line / substation material shall be the liability of the contractor who will replace, rectify all such items at his own cost till the works executed by him are handed over to U.P.P.C.L. irrespective of payment has been made or not.
- 20.(a) 80% payment of the works executed may be paid to the contractor as running payment.
(b) 10% payment may however be released to the contractor after proper completion of the works to the satisfaction of the E/I.
(c) Balance 10% payment may be released to the contractor after one month from the date of handing over works to U.P. Power Corporation Ltd.
21. The contractor will also maintain first aid box etc. at the site of the work and also follow the relevant regulations of the labour laws.

SYSTEM OF CHECKING / STAGE PASSING REGISTER

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

FOR B.M/AC WORKS:

S. No.	Date	Location	Layers/ (Road) / Chainage (M)	Material (BM/ AC)	Major Observations	Remarks	Signatures of Representatives of	
							Contractor	Authority

1. For each road separate page will be made which will be used for both BM/AC work on that road.
2. Items to be checked for passing a stage are as under:

On the day of laying (At plant site):

- a) Gradation of aggregate mix.
- b) Bitumen content
- c) Temperature of bitumen in tank
- d) Arrangement for adding filler in AC mix, at hot mix plant.

Preparation of existing surface:

- a) Cleaning of existing surface.
- b) Quantity of tack coat.

At the time of laying:

- a) Thickness (loose) - random.
- b) Temperature of bituminous mix (if found less or excess to the specified temperature on some date, it will be noted on stage passing register).

After one day of laying

- a) Field density.
- b) Thickness (compacted)
- c) Camber

A. FOR M.S.S.WORK:

S.No	Date	Road / Chainage (M)	Major Observations	Remarks	Signatures of Representatives of	
					Contractor	Authority

1. For each road separate page will be made

On the day of laying:

- a) Gradation of aggregate mix.
- b) Bitumen content

Preparation of existing surface:

- a) Cleaning of existing surface.
- b) Quantity of tack coat.

At the time of laying:

- a) Thickness (loose) - random.
- b) Temperature of bituminous mix

After one day of laying

- a) Thickness (compacted)
- b) Camber

B. FOR SUB GRADE AND WBM LAYERS:

S. No.	Date	Stage	Location	Location (Road no./ Chainage etc.)	Major Observations	Signatures of Representatives of	
						Contractor	Authority

Subgrade:

Thickness of sub-grade will be treated as 50cm (to be laid in three layers). For each road, separate page will be made for all three (3) sub-grade layers.

WBM layers:

1. All tests of gradation W.R.T. any layer of WBM/soling shall be recorded on separate pages. Each page allotted to one road only. Record will be date wise.
2. All results (both conforming/not-conforming) shall be noted on stage Passing Register.
3. All results will be mentioned in respective DIR.

FOR CULVERT / RCC WORK:

S. No.	Date	Stage	Location	Location (Road no./ Chainage etc.)	Major Observations /Remarks	Signatures of Representatives of	
						Contractor	Authority

1. Completion of shuttering
If not approved give details J.E.
2. Completion of Reinforcement
a) Bars dia& No. A.E.
b) Tying at each J
c) Use of cover blocks
d) Use of Chairs
3. Concrete Machine Mixing
a) Mixing hand mixing A.E.
b) Strength (conc. cubes)

1. Sewer Work:

Cradle width/thickness slope shall be checked by A.E.

2. Drain work:

Lean conc./bed slope to be checked by A.E.

PROCEDURE OF WORKING AT SITE**1. EARTH WORK:**

- i) Road sections be divided into sections which can be compacted by a roller for 20cm thickness.
- ii) Break clods, size of coarse material in the mix of earth shall not exceed 75mm when used in the embankment and not exceeding 50mm when used in sub-grade.
- iii) 40 truckloads of good earth (250) shall be brought at site and spread uniformly in 20cm layer every day.
- iv) Add water if required to attain OMC
- v) Roll the earth to attain 95% of max dry density.
- vi) Repeat the operation for the next layer.

2. PREPARATION OF SUB-GRADE:

- i) Mark the concrete of proposed black to road at 10m intervals.
- ii) Fix bricks or any other mark at center as per the formation level.
- iii) Fix the transverse levels on either side of cross section of carriage way considering the width and camber of 2.5%.
- iv) Dress up the carriage way as per the grid of pegs/bricks, buried in the sub grade to have the carriage way as per required levels and grades.
- v) Raise shoulders to height of loose stone aggregate so as to contain the stone aggregate.

3. WATER BOUND MACADAM:

- i) Consolidation of stone aggregate:

Make profiles as per camber with loose stone St 10m intervals longitudinally.

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

4. BITUMINOUS WORKS:

Bituminous works shall include mix seal surfacing, bituminous macadam and asphaltic concrete.

i) **Applying Tack Coat:**

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

A) At hot Mix Plant:

Check for grading of material, quantity of max phal temp. of mix as per mix formula.

B) Laying:

Laying shall not be taken up during rainy season, when the base course is wet or when atmospheric temperature. Is less than 100 C in shade.

- i) The screened shall either have heating arrangement or shall be heated from outside before laying of mix.
- ii) Longitudinal joints and edges shall be constructed true to the delineating line parallel to the centre line of road.

iii) **Thickness of the Macadam:**

To attain the average thickness of the macadam (BM or AC), weight of the mix in the truck is divided by density, width of the strip, depth (compacted) to obtain length of BM/Ac in that particular tipper. This is now required depth can be practically achieved in the field.

- iv) Roll till there are no wheel marks on the surface.

TOLERANCES FOR SURFACE REGULARITY:

S.No.	Type of Construction	Longitudinal Profile (mm)	Cross Profile (mm)
1	Sub-grade (Earth)	24	15
2	Sub-base(Granular/ Stabilize/Oversize WBM)	15	12
3	WBM base/ BUSG	12	8
4	Premix Carpet, Mix Seal, BM, SDBC etc	10	6
5	Asphaltic Concrete	8	4

Notes:

With 3 - meter straight edge.

Under camber template

There are restrictions on the number of undulations of different sizes that occur in a given length. For more details, see IRC: SP-11.

SPECIAL CHECKSDURING EXECUTION

Special checks during execution stage of roads, for various activities of construction.

1. EARTH WORK IN EMBANKMENT

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

2. PREPARATION OF SUBGRADE:

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

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

3. WATER BOUND MACADAM (WBM):

Special attention on following points during construction:

- i) Arrangements for lateral points confinement of aggregates must be provided. This conveniently be done by raising the shoulders in stages equal in thickness each layers of WBM.
- ii) Do not allow spreading of coarse aggregate to a length more than that could be compacted during the next 3 days.
- iii) Dry roll the aggregate thoroughly correct the high/low spots. Complete rolling is indicated by a loose stone piece getting crushed under the roller without sinking.

- iv) Rolling should start from low edges and progress gradually towards higher points. Each roller pass should overlap half the width of the earlier pass.
- v) After rolling aggregate (ballast) apply screenings (filler matter) in thin layers in operations at slow rate. The binding material should be dry, and the objective should be to drive in as much binder as possible to fill up all the voids of the aggregate. Dry roll should be continued as the screenings are applied.
- vi) Sprinkle the surface with water, sweep and roll. Avoid too much water that can soften the sub grade.
- vii) Continue rolling till full compaction is achieved.
- viii) P.I. of filler material should be up to 6%.

QUALITY CONTROL FOR ROAD WORKS

1. TOLERANCES IN SURFACE LEVELS:

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

1. TEST ON EARTH WORK FOR EMBANKMENT:

Compaction control shall be exercised for the body of embankments on each layer of earth by taking at least one test of density per 1000 cum moisture content prior compaction one test per 250m³ of soil.

- i) Water bound macadam
- ii) Aggregate impact value : One test per 200m³ of aggregate
- iii) Grading : One test per 100m³
- iv) Flakiness Index : One test per 200m³

2. CONTROL TESTS FOR BITUMINOUS WORKS

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

3. BITUMINOUS MACADAM:

- i) Aggregate impact value - One test per 50 M3 of aggregate (max. 30%)
- ii) Flakiness index/elongation index of aggregate - One test per 50 M3 of aggregate (max. 30%)
- iii) Grading of aggregates - Two tests per day per plant both on the individual constituents and mixed aggregate from the dryer. (As per job mix formula).
- iv) Water absorption of aggregate - Initially one set of 3 representative specimens for each source of supply (Max. 2%)
- v) Binder content - Periodic subjects minimum of two tests per day per plant. (as per job mix).
- vi) Control of temperature of binder at regular close intervals says one hour and aggregate for mixing and of temp. of binder at the time of mixing shall the mix at the time of laying and be between 1500 C to 1630 C provided that rolling the difference in temperature between binder and aggregate at no time exceeds 140 C the discharge temperature of mix shall between 1300 C to 1600 C rolling operations shall be completed in every respect before the temperature of mix falls below 1000 C.
- vii) Rate of spread of mixed material regular control through checks of layer thickness.

4. ASPHALTIC CONCRETE:

- i) Aggregate impact value - One test per 50 M3 of aggregate (Max. 30%)
- ii) Flakiness index and elongation Index of aggregate - One test per 50 M3 of aggregate (Max. 30%)
- iii) Stripping value initially - One set of 3 representative specimens for each source of supply.

Subsequently when warranted by changes in the quality of aggregate.
(Minimum retained coating 95%).

- iv) Water absorption - Do (max 2%)
- v) Mix grading - One set of test on individual constituents and mixed aggregate from the dryer for each 400 tones of mix subjects to a minimum of two tests per plant per day. (As per job mix design).
- vi) Stability of mix for each 400 tons of mix produced a set of 3 marshal specimens to be prepared and tested for stability flow valve density and void content subject to a minimum of two sets being tested per plant per day.
(Marshal stability not less than 820 kg).
- vii) Control of one test of each 400 tones of mix subject and gradation of mix. To a minimum of two tests per day per plant. Temperature controls same as that for BM.
- viii) Rate of spread of mixed material
Regular control and through checks on the weight of mixed material and layer thickness.
- ix) Density of compacted layer - One test per 250 sqm of area.
- x) The minimum density of D.B.M. BM & AC work with their permissible tolerance based on job mix formula be as under :-

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

The job mix formula of bitumen mixes shall be determined from the reputed Laboratory approved byDevelopment Authority only.

SPECIFICATIONS

The work shall be carried out strictly in accordance with.

- a) The latest CPWD/MORTH specifications for works.
- b) Relevant ISI/IRC standards for work not covered under Clause (a)
- c) Material bearing ISI mark shall be used in works.
- d) Non ISI material may be used only after the approval of the Engineer-in-charge, in case ISI marked material is not available or otherwise specified in the nomenclature of the item given in BOQ of the Tender document.
- e) Earth work in roads, WBM, BM/SDC or MSS as per specifications of CPWD/MORTH.

CONTRACTOR

Executive Engineer

.....**Development Authority**

.....DEVELOPMENT AUTHORITY

PART - II

Financial Bid for

NAME OF WORK :

ANNEXURE-3

[Refer para 3.1.1(iii)]

.....Development Authority**(Address of the Development Authority)**

E-Tender Notice No.: , dated.....

E-TENDER NOTICE

E-Tenders are invited on behalf of Vice Chairman, Development Authority for the following works :

The pre-qualification Bid of Two bid tender /single Bid tender shall be opened on the date as mentioned in column (11) for respective work at..... AM/PM.

S.No.	Name of work	Estimate cost (Rs. in Lacks)	Cost of bid document / e- Tender processing fee (Rs.)	Earnest Money (Rs.)	Work Period (Months)	Name of Engineering Division	Category of Contractor (if enlisted in Development Authority)	Start Date of download/ uploading of E- tender Document	Last date of uploading of E-Tender document	Date of opening Pre-qualification Bid/ Financial Bid (in case of single bid) through E-Tender procurement solution
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

Terms&Conditions:-

- The cost of Bid document, E-Tender processing fee and Earnest Money Deposit (EMD) is required to be deposited through RTGS/NEFT only in prescribed Bank Accounts in favor of "VCDA E-Tendering" (As shown in tender document).
- The tender shall be in single/two bid system, as per the cost of work and in case of two Bid system where techno-commercial details such as experience certificates, qualification document etc., Are required then each document must be self attested with Stamp shall be self verified first. For two bid system the Bidders who do not qualify the pre-qualification requirements shall be summarily rejected and their price Bids would become inaccessible. The price Bid of Bidders who are found eligible in prequalification shall be downloaded through E-Tender procurement system after filling their details on the E-Tender portal.
- B.O.Q. Rates are excluding G.S.T. and G.S.T. will be paid extra as applicable.
- Successful bidder has to deposit Performance Security @5% of tender amount in shape of FDR/TDR/CDR/Bank Guarantee/NSC as per General Condition of the Contract valid for the complete contract period plus defect liability period before entering into contract bond. The Earnest Money of the Successful bidder shall be converted into the performance security deposit and adjusted in performance security.

5. Bidder has to deposit Additional Performance Security in shape of FDR/TDR /CDR/Bank Guarantee/NSC as per General Condition of the Contract, if the rate quoted by him is more than 10% below from the justified amount (at the date of tendering), @0.5% per one percent up to 10% below rate and @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period plus defect liability period before entering into contract bond.
6. Any Information regarding addition/ alteration/ cancellation in E-Tendering shall be intimated onDA website and UPLC website <https://etender.up.nic.in>.
7. The Tender Notice shall be available on website of Development Authority at www.....com and Tender Documents can be downloaded from UP Electronics Corporation website <https://etender.up.nic.in>. Interested bidders are requested to visit the websites regularly and update themselves with regard to any change or additional information related to the tender.
8. In case of holiday/holidays the E-Tender will be opened on next working day.
9. Any firm/ Bidder may participate in E-Tendering other than the contractors enlisted inDevelopment Authority in prescribed category. In the event of the successful bidder is not enlisted with theDevelopment Authority , the same has to be enlisted in the Development Authority in the category mentioned in this notice within one month of the issuance of the letter of acceptance or before execution of the Contract Agreement whichever is earlier. The category shall not be upgraded before one year of the contract agreement.
10. Valid Net-worth certificate according to tender amount as per last audited balance sheet and valid character certificates issued by District Magistrate and Other documents as mentioned in E-Tender documents is mandatory and should be uploaded with E-Tender.
11. Affidavit form T-6 duly attested by Notary on Rs. 100/- Stamp required to be uploaded with E-Tender.
12. All works having value of Rs. 10.00 Lacs & above would be in two bid system only.
13. **Details of tender fee and EMD must be filled on prescribed proforma (Appendix-E). In case of incorrectly filled tender, They are likely to be rejected and not considered.**
14. All right are reserved with Vice Chairman, Development Authority who can reject any or all tenders without assigning any reason.

Chief Engineer

ANNEXURE-4
(Refer para 3.1.1(iv))

कार्यालय : विकास प्राधिकरण,

E-Tender Notice No.: , dated.....

ई-निविदा आमंत्रण सूचना (समाचार पत्र प्रकाशन हेतु)

मुख्य अभियंता, विकास प्राधिकरण की ओर से निम्न कार्यों के लिए विकास प्राधिकरण में सूचीबद्ध ठेकेदारों से ई-निविदाओं आमंत्रित की जाती है।

क्र.सं.	जॉब सं०/कार्य का नाम	अनुमानित लागत निविदा प्रपत्र का मूल्य घरोहर राशि	ठेकेदार की श्रेणी

निविदा प्रपत्र उत्तर प्रदेश इलेक्ट्रॉनिक कारपोरेशन की वेबसाईट <http://etender.up.nic.in> एवं विस्तृत निविदा सूचना प्राधिकरण की वेब-साईट पर देखे जा सकते हैं। इच्छुक ठेकेदारों से अनुरोध है कि वे नियमित रूप से उक्त वेब साईटों पर देखते रहें क्योंकि निविदाओं के सम्बन्ध में कोई बदलाव अथवा अतिरिक्त सूचना वेबसाईट पर उपलब्ध कराई जायेगी।

मुख्य अभियंता,
..... विकास प्राधिकरण

ANNEXURE-5

(Refer para 3.2.1 (iv) of Work Manual)

EVALUATION OF BID CAPACITY
(For works more than Rs. 5.00 Crore)

E-Tender Document No.: , dated.....

Name of the Work :

ESTIMATED COST PUT TO TENDER : Rs.

Bid Capacity : The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times N \times 2] - B$$

Where, A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress (Max. Turnover in construction work in any F.Y. during last five years),

N = Number of years prescribed for completion of work for which bids have been invited and

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited
(Format enclosed at Annexure-6)

ANNEXURE-6
(Refer para 3.2.1 (iv) of Work Manual)

APPENDIX 'F' (in Tender Document-T2)

AFFIDAVIT REGARDING BID CAPACITY
(For works more than Rs. 5.00 Crore)

I/Weagedyears son ofdo hereby solemnly affirm and declare as follows for and on behalf of the Firm :

LIST OF EXISTING COMMITMENT AND ONGOING WORKS

Sr. No.	Name of Works	Client Name & Address	Contract Value (Rs)	Work Executed till Date (Rs)	Balance Amount of work to be completed (Rs)	Balance period require to complete the works (Total months)	Work to be completed in month (Time period of work as per NIT) (Rs)
					(4-5)		
1	2	3	4	5	6	7	8
Total Balance Commitments duringmonths (Time period as per NIT) =							
Rs.							

It is certify that the above particulars furnished are true and correct. If any information given is found to be concealed at a later date, the Contract will be terminated forthwith without prejudice to the rights thereon consequent on termination and the bidder will be blacklisted. I/We agree for debarring tendering for one year if any facts are suppressed.

Signature of Notary Public

SIGN AND STAMP OF BIDDER

(ANNEXURE- 7)
(Refer Para 3.15.1)
(BY REGISTERED/SPEED POST)

SAMPLE LETTER OF ACCEPTANCE OF TENDER

No. Dated,
the
From

The Executive Engineer,
-----Development Authority.

To
(Name and address of the contractor)

Subject

(Name of the work as appearing in the tender for the work)

Dear Sir (s),

Your tender for the work mentioned above has been accepted on behalf of the President of India at Your tendered/negotiated tender amount of Rs.....(Rupees.....only), which is.....% below/above the estimated cost of Rs.(Rupees.....only).

2. You are requested to submit the performance security/guarantee & Additional performance security/guarantee (if any) of Rs..... (Rupees.....only) & Rs..... (Rupees.....only) respectively within days* of issue of this letter. The performance guarantee & Additional performance security/guarantee (if any) shall be in the prescribed form as provided in the General Conditions of Contract (Annexure -9 & 11) for this Works, and should be valid up to

3. On receipt of the prescribed performance guarantee, necessary letter to commence the work (Annexure- 7A) shall be issued, and the site of work handed over to you thereafter.

4. Please note that the time allowed for carrying out the work as entered in the tender (.....days/weeks/months) shall be reckoned from theday* after the date of issue of this letter.

Yours faithfully,

Executive Engineer
For and on behalf of Vice Chairmen
---Development Authority

ANNEXURE-7A
(Refer Para 3.15.1)

(BY REGISTERED SPEED POST)

SAMPLE LETTER FOR COMMENCEMENT OF WORK

No. Dated,
the
From

The Executive Engineer,
-----Development Authority,

To
(Name and address of the contractor)

Subject

(Name of the work as appearing in the tender for the work)

- Ref:** 1. Performance security/guarantee & Additional performance security/guarantee (if any) of Rs:..... (Rupees.....only) & Rs..... (Rupees.....only) respectively submitted by you vide your letter no..... dated.....for the above work.
2. This office letter of intent/acceptance of your tender no.....date

Dear Sir (s),

1. You are requested to contact the Assistant Engineer (complete address) for taking possession of site and starting the work at once.
2. In continuation to the letters referred to above, you are requested to attend this office to complete the formal agreement within fifteen days from the date of this letter.

Yours faithfully,

Executive Engineer
For and on behalf of Vice Chairmen
---Development Authority

ANNEXURE-8
(Refer Para 3.15.2)

**PRESCRIBED FORMAT FOR EXECUTION OF CONTRACT
AGREEMENT**

THIS AGREEMENT is entered into on this the day of 20.....

BETWEEN

..... Development Authority, established under the U.P. Urban Planning and Development Act 1973, represented by its Vice Chairmen and having its office at (Address of the Authority) (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

..... {means the selected bidder } having its registered office at(Address of the Contractor) (hereinafter referred to as the "**Contractor**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS;

- (A) The Authority has decided to undertake the..... (the "**Project**")
- (B) The Authority had accordingly invited E-Tenders vide E-Tender notice no.....dated to identify and select an entity for award of the Project .
- (C) After evaluation of the bids received, the Authority had accepted the bid of the {selected bidder } and issued its Letter of Acceptance No..... dated (hereinafter called the "**LOA**" to the {selected bidder } for(Name of Work) at contract price of Rs. (Rupees in words) requiring the {selected bidder } to inter alia provide to the Authority for the performance of its obligation during the construction period and defect liability period a FDR/ TDR/CDR/ NSC/ irrevocable and unconditional Bank guarantee from a Nationalized/ scheduled bank for a sum equivalent to Rs/- (Rupees Only) in the form set forth in Annexure..... (Performance security) and additional performance security (if any) during the construction period and defect liability period a FDR/ TDR/CDR/ NSC/ irrevocable and unconditional Bank guarantee from a Nationalized/ scheduled bank for a sum equivalent to Rs/- (Rupees Only) in the form set forth in Annexure..... (Performance security), within 10 days from of date of issue of LOA.

NOW THEREFORE in consideration of the foregoing, It is hereby agreed that the Contractors shall and will, in consideration of payment to be made to them as provided in the attached general conditions, construct, execute and do the work described in the tender at the respective rates specified in the attached Scheduled of rates, tender form and in the manner and upon the term set forth in the attached general conditions and specifications subject to the following further attached to the agreement.

In the event of the Contractor being required to carry out any additional work in addition to the work specified in the original contract, a reasonable time for the construction of such work shall be allowed to him by the Engineer-In charge.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

**SIGNED, SEALED AND
DELIVERED.**

For and on behalf of

TheDevelopment Authority by:

()

EXECUTIVE ENGINEER

In the presence of: 1.

**SIGNED, SEALED AND
DELIVERED**

For and on behalf of

THE CONTRACTOR by:

(.....)

AUTHORIZED SIGNATORY

2.

ANNEXURE-9
(Refer Para 3 18 3)

**FORM OF BANK GUARANTEE (For
 Contract Value more than 25 Crore)**

PERFORMANCE SECURITY

(On Rs.100/- Non Judicial Stamp Paper)

To,
 The Executive Engineer,
Development Authority
 Uttar Pradesh

WHEREAS:

- (A) _____ [name and address of contractor] (hereinafter called "the Contractor") and [name and address of the authority], ("**the Authority**") have entered into an agreement (the "**Agreement**") for the (Name of Work) subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period (as defined in the Agreement) in a sum of Rs. (Rupees)
 (the "Guarantee Amount")
- (C) We, through our branch at (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of Executive Engineer in theDevelopment Authority, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, not with standing any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Not with standing anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this

Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

- 8. The Performance Security shall cease to be in force and Defects Liability Period as set forth in contract.
- 9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end **** month in the year ***** or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

ANNEXURE- 10
(Refer Para 3.19.3)

**FORM OF BANK GUARANTEE (For
 Contract Value more than 25 Crore)**

SECURITY DEPOSIT

(On Rs.100/- Non Judicial Stamp Paper)

To,
 The Executive Engineer,
 Development Authority
 Uttar Pradesh

WHEREAS:

- (D) _____ [name and address of contractor] (hereinafter called "the Contractor") and [name and address of the authority], ("the Authority") have entered into an agreement (the "Agreement") for the (Name of Work) subject to and in accordance with the provisions of the Agreement.
- (E) The Agreement requires the Contractor to furnish a Security Deposit for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and effect 90 (ninety) days after the end of the Defects Liability Period (as defined in the Agreement) in a sum of Rs. (Rupees) (the "Guarantee Amount")
- (F) We, through our branch at (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Security Deposit.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

12. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

13. A letter from the Authority, under the hand of an officer not below the rank of Executive Engineer in theDevelopment Authority, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
14. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
15. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
16. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
17. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
18. Not with standing anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities here under.

- 19. The Performance Security shall cease to be in force and effect 90 (ninety) days after the end of the Defects Liability Period as set forth in contract.
- 20. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 21. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 22. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end **** month in the year ***** or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

ANNEXURE- 11
(Refer Para 3.20.1)

FORM OF BANK GUARANTEE

(If the rate quoted by bidder is more below than 10% from the justified amount (on the date of tendering).

ADDITIONAL PERFORMANCE SECURITY
(On Rs.100/- Non Judicial Stamp Paper)

To,
The Executive Engineer,
.....Development Authority
....., Uttar Pradesh

WHEREAS:

- (G) _____ [name and address of contractor] (hereinafter called "the Contractor") and [name and address of the authority], ("the Authority") have entered into an agreement (the "Agreement") for the (Name of Work) subject to and in accordance with the provisions of the Agreement.
- (H) The Agreement requires the Contractor to furnish a Additional Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period (as defined in the Agreement) in a sum of Rs. (Rupees) (the "Guarantee Amount")
- (I) We, through our branch at (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Additional Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 23. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 24. A letter from the Authority, under the hand of an officer not below the rank of Executive Engineer in theDevelopment Authority, that the Contractor has committed default in the due and faithful performance of all or any of its obligations

under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

25. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
26. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
27. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
28. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
29. Not with standing anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
30. The Performance Security shall cease to be in force up to the end of the Defects Liability Period as set forth in contract.

31. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

32. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

33. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end **** month in the year ***** or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

ANNEXURE- 12
(Refer Para 3.21 (ii))

FORM OF BANK GUARANTEE
(For Contract Value more than 25 Crore)
MOBLIZATION ADVANCE
(On Rs.100/- Non Judicial Stamp Paper)

To.
 The Executive Engineer,
Development Authority
, Uttar Pradesh

WHEREAS:

- (A) [name and address of contractor] (hereinafter called "the Contractor") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the authority], (hereinafter called "the Authority") for the construction of the ***** (Name of Work) (the "Contract") , subject to and in accordance with the provisions of the Agreement.
- (B) in accordance with the Clause of the Agreement the Authority shall make to the Contractor an interest bearing advance payment (hereinafter called "Advance Payment") equal to 10% (ten per cent) of the contract price for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in not less than two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equal to 112 % of the amount of each installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of (first/second/) installment of the Advance Payment is Rs. **** (Rupees *****) (the "Guarantee Amount").
- (C) We, through our branch at (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the

Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the Authority, under the hand of an officer not below the rank of Executive Engineer in the Development Authority Ghaziabad Uttar Pradesh, that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

2. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
3. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
4. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.

- 6. Not with standing anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 7. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause of the Agreement.
- 8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment there of forth with, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end **** month in the year ***** or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

- NOTES:**
- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
 - (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

ANNEXURE- 13*(Refer para 3.25.1 of Work Manual)***Rules for Classification and Enlistment of Contractors in
Development Authorities**

- Rule 1. These rules will govern the classification and enlistment of contractors in Development Authority. The tenders of only those contractors will be considered for any work in D.A. Who are entitled to tender for that work according to their enlistment.
- Rule 2. Entitlement of Contractor's for value of works different class:

Class 'A'	Class 'B'	Class 'C'	Class 'D'
General	General	General	General
Above 2.0 Crore	Above 50 Lakh to 2.0 Crore	Above 10 Lakh to 50 Lakh	Upto 10 Lakh

Note: Tender for the value of more than Rs. 10.00 Lakh will be invited on Two Bid System under special terms & conditions. However for specialized work there will be no minimum limit for Two Bid System.

Who are to be enlisted

- Rule 3. Enlistment of all the classes will be open to all individual, undivided Hindu families, firms registered under the Indian Partnership act and Public or Private Limited companies.

Provided that an applicant will be enlisted only in that class to which found entitled in accordance with these rules by the authority prescribed here in for the purpose.

Qualification for enlistment

- Rule 4-(1) An applicant for enlistment of particular class should have a minimum solvency as per details below:

Class 'A'	Class 'B'	Class 'C'	Class 'D'	Class 'Electrical'
100 lakh.	40 lakh.	20 lakh.	10 lakh.	Any Amount

- (2) An applicant for enlistment to particular class should have minimum technical staff as per following details.

Class 'A'	Class 'B'	Class 'C'	Class 'D'	Class 'Electrical'
Two degree holder of Civil Engineering and two diploma holder of civil engineering with a minimum experience of 5 years	One degree holder and one diploma holder of Civil Engineering with minimum experience of 3 years	Two diploma holder of Civil Engineering		Two degree holder and two diploma holder of Electrical Engineering

- (3) An applicant for enlistment to particular class should have minimum equipment, tools and plants as mentioned in appendix 'A'
- (4) Applicant should have satisfactorily executed at least 50% works in Authority/Semi Authority, department of Rs. 300 lakh for class 'A' Rs. 100 lakh for class 'B' Rs. 50 lakh for class 'C' and Rs. 10 lakh for class 'D'

However if a contractor does not have the past experience as required, but fulfils all other condition for enlistment, will be enlisted provisional under class 'D'

Proof of applicant's solvency

Rule 5 (1) In case of individuals, firms and undivided Hindu family & Pvt or Public Limited Company proof of the solvency of the applicant will consist of a certificate signed by the district Magistrate concerned or a certificate of reference of a scheduled bank.

Proof of employment of technical staff

Rule 6 Proof of employment of the required technical staff will consist of a declaration by the applicant in the following form in the presence of a Notary Public giving full Particular of the required staff.

I.....S/o.....
R/o*and Partner of
.....

as an applicant for enlistment as a contractor in the Development Authority do

hereby declare that the following persons are in my/our regular employment on the post and from the dates mentioned against them.

I undertake that if any of the post fall vacant and is left unfilled for more than one month, I/we shall inform the authority to whom the applicant for enlistment is being made.

Sl. No.	Name & Address	Technical Qualification	Post held	Date of regular continuous employment
1	2	3	4	5

* If applicant is not an individual

Sd. Applicant Declarer in my
presence seal (Notary Public)

Proof of Possession of Machinery etc.

Rule 7 Affidavit with notaries for required Machinery, tools and plants will consist of a declaration by the applicant in the following format .

I S/o.....
 resident.....of
 *karta/partner..... of
 applicant for enlistment as a contractor, in the
 Development Authority U.P. do here by declare that I/We Possess the following machinery, tools and plants. I undertake that if limit required by the relevant rules I/We will inform the authority to whom applicant for enlistment is being made.

Particulars of Machinery etc.	Estimated Cost	Approximate age

Proof of previous experience

- Rule 8(1) Evidence of satisfactory execution of works of required value as mentioned in rule 4 (4) will consist of certificate from the Engineer in charge of the works not below the rank of executive Engineer.
- (2) The contractors applying for the enlistment/renewal are required to submit the list of work executed in DA and in other department in the form given in appendix-'E'.

APPENDIX-'E' (Rule-8)

1. Name of the Contractor/Firm.
2. Date of first enlistment in DA.
3. Category of first enlistment in DA
4. Work executed in DA in previous three financial years

Sl. No.	Financial Year	Name of work	Agreement Bond no. and date	Division in which work executed	Status of work as on today (in Progress /Completed)

5. Details of works in DA not finalized till date and are still in running condition (details should be given for all such works taken up- since first enlistment in DA)

Sl. No.	Name of work	Bond No. and date	Amount of work	% age of work done at site	Commencement date of work	Remark

6. Details of work executed in other departments.

Sl. No.	Name of work	Name of Department Authority under which carried out	Bond No. and date	Amount	Year of execution	Remark

I/We certify that the above particulars are correct to the best of my/our knowledge and if at any time it is found to be incorrect or false then my/our name is liable to be removed from Development Authorities list of Contractors.

Signature of Applicant
Address:

Rule 9.(1) The application for enlistment will be made in the form given in Appendix 'B' accompanied by a receipt of documentation charges mentioned in sub para (2) and documents mentioned in sub para (3)

(2) The non refundable documentation charges should be as under:

Class 'A'	Class 'B'	Class 'C'	Class 'D'	Class 'Electrical'
Rs. 3,000.00	Rs. 2,000.00	Rs. 1,000.00	Rs. 500.00	Rs. 2,000.00

(3) Every application shall be accompanied by the following documents.

- (i) Proof of solvency issued by District Magistrate.
- (ii) Proof of employment of the required technical staff.
- (iii) Proof of possession of required machinery tools and plants.
- (iv) Proof of execution of required works as mentioned as rule 4.
- (v) In case of firm, duly certified copy of partnership deed and registration certificate in case of company the deed of Articles of Association.
- (vi) Last four year Income Tax Balance sheet with PAN copy .
- (vii) GST No. certificate.
- (viii) Two latest passport size photograph of applicant duly attested by a gazetted officer or M.L.A. or M.P. and duly pasted on the given space of application form.
- (ix) Character certificate of the applicant from District Magistrate.
- (x) A statement by the applicant giving details of his residential address during last three years. Residential Address where he lives more than three months during last three years should be given and such residential address must be verified by gazetted officer, M.L.A. or M.P. Signature of the applicant must be verified by a gazetted officer.
- (xi) Applicant is required to give an affidavit that he is not having blood relationship with any officer or employee of D.A.

(4) He will have to provide certificate of group insurance regarding staff employed by him.

(5) In case of any change in solvency, technical staff, tools and plants as mentioned in Rule 4 above, or the change in partners or constitution of a firm or articles of Association/ Constitution of a company, as mentioned in Rule9 (3) above, the same shall be Intimated to the authority competent for enlistment, within 7 days of such change and an acknowledgment of the same shall be obtained.

- Rule 10. Contractors enlisted shall have to abide by the rules and regulations of D.A. imposed time to time and Chief Engineer, / Superintending Engineer/ Executive Engineer (whosoever posted as Engineering Head in the D.A.) of D.A. shall have all the powers to black list the firm/contractor if found any action by contractor against rules of D.A.
- Rule 11. Enlistment shall be made for two year only and he shall have to apply for renewal for next term.
- Rule 12. Chief Engineer, / Superintending Engineer/ Executive Engineer (whosoever posted as Engineering Head in the D.A.) will have all the powers to reject the application for enlistment/renewal in case of incomplete application or any other reason what so-ever.
- Rule 13. There shall be no legal binding on enlistment or renewal.
- Rule 14. After being found fit for enlistment, contractor shall have to deposit the following enlistment fee in favour of vc development authority / renewal fee in cash in prescribed bank.

Class	Enlistment Fee	Renewal Fee
Class 'A'	Rs. 50,000.00	Rs. 20,000.00
Class 'B'	Rs. 30,000.00	Rs. 15,000.00
Class 'C'	Rs. 20,000.00	Rs. 10,000.00
Class 'D'	Rs. 15,000.00	Rs. 5,000.00
Class 'Electrical'	Rs. 30,000.00	Rs. 15,000.00

- Rule 15. (1) The contractor enlisted in a particular class will be entitled to tender the work of value of that class only.
- (2) After enlistment if contractor/firm wants to surrender the registration the enlistment fees shall not be refunded in any case.

Technical staff at site of work

- Rule 16. (1) The contractor shall have to depute staff at the site of work as per Rule 4(2)
- (2) If the contractor falls to comply with sub rule (1), the Engineer in Charge of the work shall report the matter to the enlisting authority of the contractor who after giving the contractor such opportunity to explain as may be considered necessary order the removal of the Contractor's name from the Register of Classified Contractors. This may be in addition to any action which may be taken against the contractor in terms of his contract for the work.

Removal of contractors name from Register of classified Contractors.

Rule 17

- (1) The authority competent to enlist a contractor or any authority having jurisdiction may order removal of a contractor's name from the Register enlisted contractors for the reasons to be mentioned in the order & communicated to the contractor the reason may be.
 - (i) Unsatisfactory execution after tender is accepted.
 - (ii) Failure to commence work when tender is accepted and contract agreement is executed and work order has been issued.
 - (iii) Failure to maintain required solvency, technical staff, machinery, tools and plants.
 - (iv) Failure to maintain the required amount of general security.
 - (v) Conviction of an offence involving moral turpitude.
 - (vi) Any other act which in the judgment of the authority competent to order the removal of the name from the list, is undesirable or amounts to misconduct.
- (2) The officer ordering the removal will inform all authorities below him, who will make a note to this effect against the name of the contractor in their register.

Register of Classified Contractor

Rule 18.

- (1) Separate register will be maintained for different categories of contractors in the form mentioned in APPENDIX 'C' under each categories separate pages will be allotted for contractors of different classes.
- (2) In this register names of the contractors will be entered under the class in which the contractor is ordered to be enlisted by the authority maintaining the register. For the purpose of orders of enlistment which have become final after deposit of registration fee shall be communicated by the authority concerned to all officers below him.
- (3) In case of a firm, undivided Hindu families and private and public limited companies, an Individual should be authorized to deal with the department on their behalf on production of power of Attorney.

Rule 19.

- (1) Any terms and conditions of enlistment can be changed by the Board of the Development Authority which will be binding on the contractor.

Appendix-"A"

(RULE - 4)

Minimum Machinery tools and plants required for enlistment in each class.

Sl. No.	Name of Equipment	Class-A	Class-B	Class-C	Class-D
1.	Concrete mixers of full bag capacity with hopper	2	2	1	-
2.	Mortar Mixer	2	1	1	-
3.	Needle Vibrator	6 (3 Oil, 3 Electrical)	3 (2 Oil, 1 Electrical)	2 (1 Oil, 1 Electrical)	-
4.	Beam Vibrator	1	1	1	-
5.	Slab Vibrator	2	2	1	-
6.	Vibro compactor (For Roads only)	1	-	-	-
1.	Wet macadam mix plant	1	-	-	-
2.	Paver finisher	1	-	-	-
3.	Road rollers	3	-	-	-
4.	Truck/Tippers	3	-	-	-
5.	Vibratory road roller	1	-	-	-

Note: Ordinary the enlistment shall be for all the three trades, but in case a contractor wants to take a work in a specific trade, he will have to arrange all the T & P required for completion of that trade as categorized above.

Category-II

Sanitation and water supply:-

Equipment as required for proper completion of work.

Category-III:

Electrical work:-

Equipment as required for proper completion of work, provided always no enlistment shall be made for a person or party who does not hold a valid license from the Chief Electrical Inspector under Indian Electricity Rules for execution of electrical work the contractors who hold a valid license of Category 'A' from the Chief Electrical Inspector will be enlisted in 'Electrical' class.

..... DEVELOPMENT AUTHORITY,

Sl. No.

Appendix- "B"

Rule-9(1)

Application for Enlistment as a Contractor in the..... Development Authority,

Date day of20

Chief Engineer, / Superintending Engineer/
Executive Engineer (whosoever posted as
Engineering Head in the D.A.)

..... Development Authority,
.....

2-Latest attached photograph & be fixed	
---	--

I/We have the honour to apply for enlistment as class.....
contractor in Development Authority, or category

A sum of Rs. being the fee in respect of this application been deposited
and the Receipt No. Dated is enclosed.

3 The required particulars are given below

PARTICULARS

- (a) Name of the applicant individual/Firm/
Company.....
- (b) Address of the individual Firm/Co.
- (C) Telephone and Mobile number No.
if any
- (d) Email ID

Nationality of the individual, place of Registration if corporation or firm or company
(Attested copies of deeds or records of association are to be enclosed).

Profession of individual nature of business of firm of company and place of business.

Whether enrolled as a member of any builders association. If so, name of association and the
date of enrolment.

Name of Persons holding the power of attorney (attested copy of power of attorney to be enclosed.)

Name of partners with their respective shares in the firms) copy of partnership deeds to be enclosed only in case of partnership firms.

- (a) Name of bankers and full address.
- (b) In case of limited liability companies, copy of last balance sheet duly audited should be attached.
- (c) Particulars of immovable properties with their market value (attach Certificates from Collector).

List of works executed giving name of work:

- (a) Name of work.
- (b) Amount of work executed.
- (c) Year of execution.
- (d) Authority under which carried out (to be shown on separate statement). Original or attested copies of certificates if any may be enclosed.

Resources of contractors:

- (a) Details of technical staff employed with technical qualification and experience.
- (b) Details of tools and plants, machinery, transport etc.
- (c) Details of workshop if any with location.
Whether the applicant is Diploma holder, qualified civil or Electrical Engineer or has any other technical qualification (attested copy of the Diploma or degree to be attached.)
- (a) Whether the applicant is already enlisted in D.A. if so in which class and category.
- (b) Whether enlisted with any other department if so, In which class and category showing amount upto which qualified tenderer.

Whether the applicant is a share holder of any firm enlisted in this department or any other department giving full details.

- (a) How many years has the applicant's organization been in business as a General Contractor under the present business name.
- (b) Have the applicant ever failed to execute any work awarded to hire. If so, where and why.

CERTIFICATE

I/We certify that I/We will not get myself/ ourselves registered as contractors D.A. under more than one name.

I/We agree to notify the officer accepting this application and enlisting my/our name on the D.A.'s list of any changes in the foregoing particulars as they occur and to verify and confirm these particulars.

I/We certify that the above particulars are correct to best of my knowledge and belief. That if We have given a false certificate or that if I/We failed to notify the fact or my/our subsequent amalgamation with another firm, my/our name is liable to be removed from D.A.'s list of contractors and any contract that I/We may be holding at the time is liable to be rescinded.

I/We certify that, we are/are not related with blood to any officer/employee of D.A.

Signature of the applicant

and address

Important Note:

All relevant certificates should be attached with the applicant.

Last three year Income tax balance sheet should be sent along with the application. Without income tax balance sheet the enlistment will not be considered. One set extra copy of attested photograph should also be attached.

Appendix-"C"

Rule-18 (1)

Category :

Sl. No.	Name of Contractor	Full Address	Reference to number & date & authority passing orders of enlistment	Full Signatures of officer maintain the register	Reference to No. & Date Order & authority passing the order for removing name of the contractor	Signature of officer maintain the register	Remark
1	2	3	4	5	6	7	8

ANNEXURE-14

(Refer para 4.2.4)

मुख्य अभियंता के कर्तव्य एवं दायित्व

1. अभियन्त्रण शाखा के अन्तर्गत अगस्त समस्त कर्मचारियों/अधिकारियों का प्रशासनिक नियंत्रण व स्थानांतरण।
2. अभियन्त्रण से सम्बन्धित बजट पर प्रभावी नियंत्रण तथा वर्ष के लिए निर्धारित कार्यों का खण्डों के मध्य वितरण।
3. नगर में आवासीय एवं व्यवसायिक इकाइयों की माँगों के अनुरूप एवं शासन द्वारा निर्धारित लक्ष्यों की पूर्ति हेतु नई योजनाओं के प्रस्ताव तैयार करवाना।
4. प्राधिकरण की योजनाओं हेतु अवस्थापना सुविधाओं के विकास यथा ड्रेनेज, सीवेज, वाटर सप्लाई, इलेक्ट्रिक सप्लाई तथा दूर संचार व्यवस्था के मास्टर प्लान तैयार करवाना।
5. प्राधिकरण की योजनाओं के भूविन्यास तथा भवन मानचित्र तैयार करवाने हेतु मुख्य नगर नियोजक से समन्वय।
6. विभिन्न प्रकार के विकास एवं निर्माण कार्यों की विशिष्टियाँ निर्धारित करना।
7. अतिरिक्त मदों की दरें निर्धारित करवाना।
8. 1.00 करोड़ से अधिक धनराशि के कार्यों के अन्तिम देयकों के भुगतान के पूर्व सम्पादित कार्यों का अनिवार्य स्थलीय निरीक्षण।
9. अभियन्त्रण शाखा के अन्तर्गत समस्त निर्माण एवं विकास कार्यों की गुणवत्ता एवं समयबद्धता का पर्यवेक्षणीय दायित्व।
10. अभियन्त्रण शाखा से सम्बन्धित विभिन्न न्यायालयों में चल रहेवादों का प्रभावी अनुश्रवण एवं उनके शीघ्र निस्तारण की उचित व्यवस्था सुनिश्चित कराना।
11. अभियन्त्रण शाखा से सम्बन्धित विधान सभा, विधान परिषद, लोक सभा तथा राज्य सभा के प्रश्नों एवं विभिन्न समितियों से सम्बन्धित प्रकरणों का समय से निस्तारण कराना।
12. अभियन्त्रण शाखा से सम्बन्धित आडिट आपत्तियों तथा "आडिट पैराज" का समय से निस्तारण सुनिश्चित करवाना।
13. अभियन्त्रण शाखा में विभिन्न अधिकारियों/कर्मचारियों द्वारा कार्यों के सापेक्ष लिये गये अग्रिमों के समायोजन की कार्यवाही सुनिश्चित कराना।
14. शासन द्वारा निर्धारित लेखा प्रणाली के अनुरूप अभियन्त्रण खण्डों में अभिलेखों का रख-रखाव सुनिश्चित कराने का पूर्ण दायित्व।
15. अभियन्त्रण खण्ड का बजट तैयार करने हेतु समय से सुविचारित आंकड़े एवं टिप्पणी उपलब्ध कराना।
16. योजनाओं की निर्धारित लागत सीमा तक नियंत्रित रखने का पूर्ण दायित्व।
17. नई विकसित योजनाओं की अवस्थापना सुविधाओं को सम्बन्धित विभागों को रख-रखाव हेतु शीघ्र से शीघ्र हस्तान्तरित करवाने की व्यवस्था सुनिश्चित करना।
18. अभियन्त्रण विभाग के अन्तर्गत क्वालिटी कन्ट्रोल के लिए सृजित व्यवस्था का कियान्वयन सुनिश्चित कराना तथा उसका नियमित अनुश्रवण कराना।

19. भूमि अर्जन एवं विकास कार्यों के लिए धन की व्यवस्था हेतु आवश्यकतानुसार परियोजनाओं की वित्तीय जीव्यता (Financial viability) को दृष्टिगत रखते हुए प्रोजेक्ट तैयार करवाने का पूर्ण दायित्व।
20. विभिन्न खण्डों में आवश्यकतानुसार सामग्री की उपलब्धता सुनिश्चित करना तथा निष्प्रयोज्य एवं अनावश्यक भंडारण न होने देना।
21. इस मैनुवल में निर्धारित प्रक्रिया का अनुपालन सुनिश्चित कराना।
22. भूमि अर्जन के प्रस्ताव तैयार करवाना।
- 23- उपाध्यक्ष द्वारा सौंपे गये अन्य कार्य।
24. सर्किल मुख्य अभियन्ता के रूप में विशेष दायित्व:-
 - i) शासन द्वारा सृजित किये गये सर्किल में आने वाले सभी विकास प्राधिकरणों में रू० 1.00 करोड़ से अधिक के कार्यों की Technical Sanction तथा निवेदि स्वीकृति का दायित्व। शेष कार्य सम्बन्धित अभियन्त्रण हेड द्वारा किया जायेगा।
 - ii) रू० 1.00 करोड़ से अधिक के कार्यों के व्ययानुमानों को गठित Technical Support Cell से परीक्षण कराकर संस्तुति किया जाना।
 - iii) आवश्यकतानुसार सम्बन्धित उपाध्यक्ष के निर्देश पर स्थलीय निरीक्षण कर अपनी रिपोर्ट उपलब्ध कराया जाना।
 - iv) सर्किल के अधीन विभिन्न विकास प्राधिकरणों के सम्बन्धित अधिकारियों द्वारा अपेक्षा किये जाने पर तकनीकी परामर्श दिया जाना।

नोट : शासन स्तर से सृजित मुख्य अभियन्ता के पद पर तैनाती न होने की स्थिति में यह कार्य निकटस्थ सर्किल के मुख्य अभियन्ता द्वारा निर्वहन किये जायेंगे।

ANNEXURE-15

(Refer para 4.2.4)

अधीक्षण अभियंता के कर्तव्य एवं दायित्व

1. प्राधिकरण के अन्तर्गत स्थित समस्त निर्माण खण्डों तथा उनमें कार्यरत अधिकारी एवं कर्मचारी वर्ग का प्रशासनिक नियंत्रण व स्थानान्तरण यदि मुख्य अभियंता पदस्थ न हो।
2. अधीनस्थ खण्डों हेतु निर्धारित लक्ष्यों के अनुरूप समयबद्ध कार्य-प्रगति का अनुश्रवण तथा उनके लिए धनराशि की व्यवस्था सुनिश्चित करना।
3. विभिन्न खण्डों में आवश्यकतानुसार सामग्री की उपलब्धता सुनिश्चित करना तथा निष्प्रयोज्य एवं अनावश्यक भण्डारण न होने देना।
4. खण्डों का आकस्मिक निरीक्षण करके मुख्य अभियन्ता/उपाध्यक्ष को अपनी रिपोर्ट प्रस्तुत करना।
5. शासन द्वारा निर्धारित लेखा प्रणाली के अनुसार वृत्त एवं अधीनस्थ खण्ड में लेखों का रख रखाव सुनिश्चित करना।
6. वृत्त के अन्तर्गत विभिन्न खण्डों में हो रहे निर्माण कार्यों का नियमित निरीक्षण तथा तकनीकी दृष्टि से निर्माण कार्यों की गुणवत्ता सुनिश्चित करना।
7. 50 लाख से कम धनराशि के कार्यों के अन्तिम देयकों के भुगतान के पूर्व सम्पादित कार्य का अनिवार्य स्थलीय निरीक्षण (यदि मुख्य अभियंता पदस्थ हों अन्यथा 10 लाख से अधिक)।
8. सूचनाओं को समय से मुख्य अभियन्ता/उपाध्यक्ष कार्यालय को प्रेषित करना।
9. मुख्य अभियन्ता/उपाध्यक्ष द्वारा किये गये निरीक्षण के सम्बन्ध में दिये गये आदेशों का अनुपालन सुनिश्चित करना।
10. अडिट आपत्तियों का निस्तारण, अग्रिमों का समायोजन तथा विधान सभा/विधान परिषद तथा लोक सभा के प्रश्नों का उत्तर भेजे जाने हेतु मुख्य अभियंता को सहयोग करना।
11. नव निर्मित सम्पत्तियों का समय से मूल्यांकन तैयार करवाकर सम्पत्तियों के निस्तारण की व्यवस्था सुनिश्चित करवाना।
12. नई योजनाओं के लिए भू-अर्जन के प्रस्ताव तैयार कराकर भू-अर्जन की व्यवस्था करवाना
13. अपने कार्यक्षेत्र के अन्तर्गत आने वाली योजनाओं को पूर्ण कराकर स्थानीय निकायों को हस्तांतरण सुनिश्चित करवाना।
14. अभियन्त्रण खण्ड से सम्बन्धित विभिन्न न्यायालयों में लम्बितवादों को निपटाने हेतु वाँछित व्यवस्था तथा इस सम्बन्ध में प्रगति का अनुश्रवण।
15. अभियन्त्रण स्टोर्स का वार्षिक भौतिक सत्यापन करवाया जाना सुनिश्चित करना।

16. प्रशासनिक एवं वित्तीय स्वीकृत लागत के अन्तर्गत निर्धारित समय सीमा में परियोजनाओं का निर्माण/विकास कार्य पूर्ण कराना। यदि किन्हीं परिस्थितियों में लागत/समय ओवर रन की सम्भावना हो तो पूर्ण औचित्य एवं कारणों सहित पुनरीक्षित प्रशासनिक एवं वित्तीय स्वीकृति के प्रस्ताव तैयार कराकर उनका समय से अनुमोदन प्राप्त करना।
17. योजनाओं की निर्धारित लागत सीमा तक नियंत्रित रखना।
18. भूमि अर्जन के प्रस्ताव तैयार कराकर मुख्य अभियन्ता/उपाध्यक्ष को उपलब्ध कराना।
19. भूमि अर्जन एवं विकास कार्यों के लिए धन की व्यवस्था हेतु आवश्यकतानुसार परियोजनाओं की वित्तीय जीव्यता (Financial Viability) को दृष्टिगत रखते हुए प्रोजेक्ट तैयार करवाने का पूर्ण दायित्व।
20. वृत्त के अन्तर्गत शासन द्वारा निर्धारित लेखा प्रणाली के अनुसार अभिलेखों का रख-रखाव सुनिश्चित करने का पूर्ण दायित्व।

ANNEXURE-16

(Refer para 4 & 4)

अधिशाली अभियन्ता के कर्तव्य एवं दायित्व

1. खण्ड के अन्तर्गत कार्यरत अधिकारी एवं कर्मचारी वर्ग का प्रशासनिक नियंत्रण एवं खण्ड स्तर के स्थानान्तरण।
2. खण्ड के अन्तर्गत किये जाने वाले निर्माण एवं विकास कार्यों के डिजाइन तथा आंगणन के प्रस्ताव तैयार करवाना तथा जाँचोपरान्त अनुमोदन हेतु अधीक्षण अभियन्ता/मुख्य अभियन्ता को संस्तुति सहित प्रस्तुत करना।
3. कार्यों को सम्पारित कराने के लिए वाँछित प्रबन्धन एवं गुणवत्ता सुनिश्चित कराने का पूर्ण दायित्व।
4. नियमानुसार निविदाओं का प्रकाशन, आमंत्रण तथा उनका निस्तारण।
5. निर्माण सामग्री का प्रबन्धन सुनिश्चित करना तथा तत्सम्बन्धी लेखों का उचित रख रखाव। तत्सम्बन्धी लेखों, जैसे मासिक आर.एम.आर. एम.ए.एस. ए/सी स्टाक ए/सी उनकी मासिक, अर्द्धवार्षिक एवं वार्षिक बन्दी आदि का उचित रख-रखाव।
6. खण्डों में कार्यरत सहायक अभियन्ताओं के कार्य का पर्यवेक्षण तथा प्रशासनिक नियंत्रण।
7. उपाध्यक्ष/मुख्य अभियन्ता/अधीक्षण अभियन्ता द्वारा खण्ड से सम्बन्धित वाँछित सूचनाओं को उपलब्ध कराना।
8. भूखण्डों/भवनों के सम्बन्ध में सम्पत्ति विभाग से कब्जा पत्र प्राप्त होने पर निर्धारित अवधि में आवंटी को भौतिक रूप से कब्जा उपलब्ध कराया जाना सुनिश्चित करना।
9. खण्ड स्तर पर चल रही योजनाओं का वर्क रजिस्टर तथा सम्पत्ति रजिस्टर का रख-रखाव।
10. ऐसे कार्य जो बाद में सत्यापित नहीं किये जा सकते, की माप की चेकिंग सहायक अभियन्ता से कराया जाना सुनिश्चित करना।
11. खण्ड से सम्बन्धित विभिन्न न्यायालयों में लंबित वादों की पैरवी तथा उन्हें निपटाने की व्यवस्था का पूर्ण दायित्व।
12. आडिट आपत्तियों का निस्तारण तथा खण्ड में कार्य के सापेक्ष लिए गये अग्रिमों का समायोजन।
13. विधान सभा/विधान परिषद तथा लोक सभा, राज्य सभा के प्रश्नों का उत्तर भेजने का पूर्ण दायित्व।
14. उपाध्यक्ष/मुख्य अभियन्ता/अधीक्षण अभियन्ता द्वारा सौंपे गये अन्य कार्य।
15. खण्ड से स्थानान्तरण की दशा में खण्ड के अन्तर्गत चल रही योजना पर किये गये व्यय का विवरण, पूर्ण कराये गये कार्यों का वर्क रजिस्टर, सम्पत्ति रजिस्टर खण्ड में प्राप्त अग्रिम के समायोजन की स्थिति, लंबित वादों की सूची तथा वर्तमान स्टेट्स अपने उत्तराधिकारी को उपलब्ध कराने का पूर्ण दायित्व।

16. अभियन्त्रण स्टोर्स का वार्षिक सत्यापन कराना।
17. अभियन्त्रण स्टोर्स में आवश्यकतानुसार सामग्री की उपलब्धता सुनिश्चित करना तथा निष्प्रयोज्य एवं अनावश्यक भण्डारण न होने देना।
18. अतिक्रमण सम्बन्धी मामलों में नोटिस, आदि जारी कर अतिक्रमण हटाने हेतु आवश्यक कार्यवाही करने का पूर्ण दायित्व।
19. भूमि अर्जन के प्रस्ताव तैयार करवाकर अधीक्षण अभियन्ता/ मुख्य अभियन्ता को उपलब्ध कराना (यदि भू-अर्जन प्रकोष्ठ अलग से स्थापित न हो)।
20. विभिन्न परियोजनाओं का क्रियान्वयन स्वीकृत लागत के अन्तर्गत निर्धारित समय सीमा में यथा वांछित गुणवत्ता के साथ सम्पादित करवाना। यदि अपरिहार्य परिस्थितियों में परियोजना की लागत/समय ओवर रन की सम्भावना हो तो पुनरीक्षित प्रशासनिक एवं वित्तीय स्वीकृति हेतु समय से प्रस्ताव प्रस्तुत करना।
21. योजनाओं को निर्धारित लागत सीमा तक नियंत्रित रखने का पूर्ण दायित्व।

ANNEXURE-17

(Refer para 4.2.4)

सहायक अभियन्ता के कर्तव्य एवं दायित्व

1. अधीनस्थ कर्मचारियों के कार्यों तथा अभिलेखों पर नियंत्रण।
2. उपखण्ड में अवर अभियन्ताओं के द्वारा बनाये गये आँगणन की चेकिंग, दर विश्लेषण की चेकिंग ड्राईंग तथा प्लान की तकनीकी चेकिंग एवं सक्षम स्तर से अनुमोदित स्ट्रक्चरल डिजाइन एवं डिटेल् अवर अभियन्ता को कार्यान्वयन हेतु उपलब्ध कराने का पूर्ण दायित्व।
3. सर्वेक्षण, समतलीकरण एवं समोच्च रेखाओं के रेखाचित्र (कन्टूर प्लान) के कार्यों का पर्यवेक्षण तथा स्थलीय जाँच का पूर्ण दायित्व।
4. भूविन्यास मानचित्र/भवन मानचित्र का अवर अभियन्ता के द्वारा स्थल पर किये गये डिमार्केशन की शत-प्रतिशत चेकिंग का पूर्ण दायित्व।
5. उप खण्ड में चल रहे निर्माण/विकास कार्यों की गुणवत्ता का पूर्ण दायित्व तथा माप-पुस्तिका में हुई प्रविष्टि की जांच पड़ताल तथा सहायक अभियन्ता के लिए निर्धारित सीमा तक भौतिक सत्यापन।
6. कार्यदेश तथा टेके की शर्तों के अनुसार अवर अभियन्ताओं द्वारा प्रस्तुत टेकेदार के बिलों की चेकिंग तथा सही होने की दशा में भुगतान आदेश हेतु अभिशापी अभियन्ता को अपनी अनुशंसा सहित अग्रसारित करना।
7. कय की गयी सामग्री की गुणवत्ता का परीक्षण करने का पूर्ण दायित्व।
8. कार्यस्थल पर सामग्री की आवश्यकता की मात्रा निर्धारित करना तथा आँगणन के अनुसार निर्धारित मात्रा का प्रबन्ध कर उसका उपयोग सुनिश्चित करना।
9. निर्माण कार्य की निर्धारित गुणवत्ता के अनुसार कार्य पूरा कराये जाने का पूर्ण दायित्व।
10. ऐसे कार्य जिन का सत्यापन निर्माण पूरा होने के उपरान्त सम्भव न हो, उनकी शत प्रतिशत चेकिंग का पूर्ण दायित्व।
11. आर.सी.सी. के समस्त कार्य अपनी उपस्थिति में कराया जाना सुनिश्चित करना।
12. उप खण्डीय भण्डारों में आवश्यकतानुसार सामग्री की उपलब्धता सुनिश्चित करना तथा निष्प्रयोज्य एवं आनावश्यक भंडारण न होने देना।
13. उपखण्ड की योजनाओं में अतिक्रमण हटाने हेतु आवश्यक कार्यवाही करने का पूर्ण दायित्व।
14. सम्पत्ति विभाग से भूखण्डों/भवनों के कब्जा देने हेतु पत्र प्राप्त होने पर निर्धारित अवधि में आवंटी को कब्जा दिलाने का पूर्ण दायित्व।
15. भूमि अर्जन के प्रस्तावों को तैयार करवा कर अधिशासी अभियन्ता को उपलब्ध कराना (यदि भू-अर्जन प्रकोष्ठ की अलग से स्थापना न हो)।

16. उपखण्ड के अन्तर्गत चल रहे योजनाओं से सम्बन्धित वादों की प्रभावी पैरवी का पूर्ण दायित्व।
17. उपखण्ड के अन्तर्गत विकसित सम्पत्तियों का लेखा जोखा रखना एवं खण्डीय स्तर पर उसे अद्यतन करते रहना।
18. उपखण्ड से सम्बन्धित विधान सभा/विधान परिषद/लोक सभा/राज्य सभा प्रश्ना का उत्तर तैयार करवाने का पूर्ण दायित्व।
19. उप खण्ड से सम्बन्धित लेखा सम्परीक्षकों की समस्त आपत्तियों के निस्तारण का पूर्ण दायित्व।
20. प्रोजेक्ट मैनेजमेंट की अद्यतन तकनीकों के अन्तर्गत प्रत्येक परियोजना हेतु च्त्ज्ब्ड बेंतज तैयार कर अधिशासी अभियन्ता को उपलब्ध कराना तथा अधिशासी अभियन्ता से अनुमोदन उपरान्त परियोजना के प्रत्येक चिन्हित चरण का क्रियान्वयन च्त्ज्ब्ड बेंतज में उल्लिखित समयावधि के अनुसार करवाना सुनिश्चित करना।
21. मुख्य अभियन्ता, अधीक्षण अभियन्ता तथा अधिशासी अभियन्ता/द्वारा सौंपे अन्य कार्य

ANNEXURE-18

(Refer para 4.2.4)

अवर अभियंता के कर्तव्य एवं दायित्व

1. सम्बन्धित सहायक अभियन्ता/अधिशाली अभियन्ता के निर्देशों के अनुरूप कार्यस्थल/कार्यालय में उपस्थित रहना।
2. प्रशासनिक तथा तकनीकी स्वीकृति हेतु विस्तृत आँगणन तैयार करने का पूर्ण दायित्व।
3. विभिन्न निर्माण एवं विकास कार्यों तथा सामग्री की आपूर्ति हेतु निविदा प्रपत्रों को तैयार करने का पूर्ण दायित्व।
4. क्षेत्र का सर्वेक्षण करना तथा कन्टूर प्लान तैयार करने का पूर्ण दायित्व।
5. भू-विन्यास /भवन मानचित्रों को भूमि पर वास्तविक रूप में लाने से सम्बन्धित समस्त कार्य।
6. ठेकेदारों द्वारा प्रयुक्त हो रहे सामग्री की गुणवत्ता सुनिश्चित करना तथा इस हेतु आवश्यक जाँच आदि कराये जाने का पूर्ण दायित्व।
7. स्थल पर हो रहे कार्यों की गुणवत्ता नियंत्रण का पूर्ण दायित्व।
8. ठेकेदारों द्वारा निर्मित कार्यों की माप लेना तथा अनुबन्ध के अनुरूप निर्माण/विकास कार्य की स्थिति के सापेक्ष भुगतान हेतु बिल तैयार कर सहायक अभियन्ता को प्रस्तुत करना।
9. स्थल पर उपलब्ध कराई गई निर्माण सामग्री तथा उसके लेखों का अद्यावधिक रख-रखाव का पूर्ण दायित्व।
10. आर.सी.सी.के समस्त कार्य अपनी उपस्थिति में कराया जाना सुनिश्चित करना।
11. वांछित सूचनाओं का समय से प्रस्तुत किया जाना।
12. ऐसे कार्य जिनका बाद में सत्यापन न हो की माप की चेकिंग सहायक अभियन्ता से कराया जाना सुनिश्चित करना।
13. सक्षम अधिकारी से आदेश प्राप्त होने पर आवंटी को स्थल पर आवंटित सम्पत्तियों का भौतिक कब्जा निर्धारित समय में उपलब्ध कराने का पूर्ण दायित्व।
14. उपखण्ड की भूमि तथा कार्यक्षेत्र में आने वाले सार्वजनिक स्थलों पर अतिक्रमणों को रोकना तथा उन्हें हटाने का पूर्ण दायित्व।
15. कार्य के पूर्ण हो जाने पर कार्य से सम्बन्धित कम्प्लीशन प्लान तैयार करना तथा प्रत्येक बिल के साथ कार्य की प्रगति का प्लान लगाना। फाइनल बिल के साथ अनुबन्ध के अन्तर्गत सम्पादित समस्त कार्यों का कम्प्लीशन प्लान तैयार कराकर लगाना।
16. सहायक अभियन्ता/अधिशाली अभियन्ता/अधीक्षण अभियन्ता/मुख्य अभियन्ता द्वारा सौंपे गये अन्य कार्य।

ANNEXURE-20

(Refer para 5.5.12)

COMPLETION CERTIFICATE

1. Engineering Division.
2. Project In charge/ Assistant Engineer.
3. Site In charge/ Junior Engineer.
4. Name of Work.
5. Name of Agency/ Contractor
6. Contract Bond No. and date
7. Date of Start.
8. Stipulated Date of Completion
(As per Contract Bond)
9. Actual Date of Completion.

This is to certify that the above work has been physically completed on
as per terms and conditions of the contract bond. It is further certified that :

1. a. Based on the Quality Control reports and physical inspection, there are no defects in the project work.
- b. Based on the Quality Control reports and physical inspection, the following defects have been identified :-
 - i.
 - ii.

It is recommended that a sum of Rs.....be deducted from the bill over and above security deposit retention on account of :

- a. Defects
 - b. Maintenance
 - c. Advance Due
 - d. Any Other Due
2. All advances against supplies and other advances made to the contractor have been recovered.
 3. That the contractor has removed all scaffolding and cleared the site off temporary construction.

Jr. Engineer

Assist. Engineer

Ex. En.

S.E.

C.E.

ANNEXURE-21*(Refer Para 5.9)***PROFORMA FOR HINDRANCE REGISTER**

NAME OF WORK -----

NAME OF CONTRACTOR -----

AGREEMENT NO. -----

Sl. no.	Nature of hindrance due to this	Items of work that could not be executed hindrance	Date of start of hindrance	Date of removal of hindrance	Overlapping period. If any	Net hindrance in days	Sign. of AEs	Weight age of this hindrance	Net effective days of hindrance	Sign. of EE	Remarks Of Reviewing Officer
1	2	3	4	5	6	7	8	9	10	11	12

ANNEXURE-22

Format of Show Cause Notice

(Refer para 5.12)

.....**DEVELOPMENT AUTHORITY**

Letter No:-

SHOWCAUSENOTICE

To,

.....
.....

Sub:.

.....

Ref:-

.....

Dear Sir,

Whereas it appears to the undersigned that by reason of your wrongful delay and slow progress the work entrusted to you under the said agreement referred above has not been completed till date, whereas the work was supposed to be completed till date

Therefore I,, in exercise of the powers conferred on me by the aforesaid agreement, for and on behalf of the Vice Chairman, Development Authority hereby give you notice to show cause within 15 days why an action under clause 2 & 3 of General Conditions of the Tender which forms the part of above agreement should not be taken against you on account of the breach of contract on your part. Whereas during the course of execution time vide Notice No. dated, & Notice No. dated asked to comply and expedite the work so it can be completed within the stipulated firm out no satisfactory action has been taken to comply the same and work under the agreement is still pending. Please note that in case no cause is shown by you within the stipulated period or the cause shown is not to my satisfaction, I shall take such action against you as are contemplated under clause-2 & 3 and Sub clauses.....there under of the said agreement and/or other clause thereof without further notice.

Your sincerely
For and on behalf of
Vice Chairman

(.....)
Head of Engineering Department
.....Development Authority

Copy to:-

- 1- Vice Chairman for information
- 2- Secretary for information
- 3- Finance Controller for information.
- 4- S.E./E.E. for information & necessary action.

Head of Engineering Department

ANNEXURE-24

(Refer para 5.17)

FARKHATI

Received Rs. against
(Name of Work) and Contract
 Agreement No.dated..... through Cheque/ RTGS/ NEFT
 No. dated.....against Final bill in the full and final
 settlement of all claims and demands, nothing now due for payment against this work. Any
 action under agreement datedfor recovery of dues other than received through this
 final bill will be illegal and void. The contractor relinquishes his rights/ claims available under
 variation clause of this Agreement.

Including

.....

I of my own free will for record have signed this certificate.

CONTRACTOR
[SEAL]



आवास एवं शहरी नियोजन विभाग, उत्तर प्रदेश

