



Mathura-Vrindavan Development Authority

32, Civil Lines, Mathura

Tender-Documents

मथुरा-वृन्दावन विकास प्राधिकरण

32, सिविल लाईन्स, मथुरा

ई-निविदा सूचना

मथुरा-वृन्दावन विकास प्राधिकरण, मथुरा द्वारा क्र.सं. 7 हेतु यू.पी. नेडा में पंजीकृत/कार्य करने की अनुभवी फर्म/ठेकेदार एवं अन्य कार्यों हेतु म0वृ0वि0प्रा0 में सिविल/विद्युत (श्रेणी) के ठेकेदार/फर्मों से टू-बिड पद्धति पर ई-निविदा आमंत्रित है। निविदा प्रपत्र उ.प्र. की ई-प्रोक्योरमेंट की वेबसाइट <http://etender.up.nic.in> से प्राप्त एवं देखे जा सकते हैं। निविदा मूल्य यूनियन बैंक ऑफ इंडिया, मथुरा कैंन्ट (IFSC : UBIN 0551872) के खाता संख्या 518702010068039 में RTGS/NEFT के माध्यम से धनराशि जमा कराते हुए प्राप्त यू.टी.आर. स्लिप को स्कैन कॉपी एवं धरोहर धनराशि हेतु RTGS/NEFT के साथ-साथ राष्ट्रीयकृत बैंक से एफ.डी.आर./एन.एस.सी., जो सचिव, मथुरा-वृन्दावन विकास प्राधिकरण के नाम से बन्धक हो, एफ0डी0आर0 के माध्यम से जमा करायी जा सकती है। धरोहर राशि की एफ.डी.आर./एन.एस.सी. की स्कैन कॉपी ई-निविदा के साथ अपलोड करना अनिवार्य होगा।

Tender Reference	MVDA / 2018-19 / 11
Publish Date and Time for RFP	08-01-2019 at 12.00 AM
Last Date and time for submission of E-tender	22-01-2019 at 03.00 PM
Date and time for Opening Tender/Tech. Bid	22-01-2019 at 05.00 PM

क्र. सं.	कार्य का नाम	व्ययानुमान धनांक (रु0)	निविदा मूल्य (18% G.S.T.) सहित (रु0)	धरोहर धनराशि (रु0)	कार्य अवधि
1.	एनएच-2 स्थित सुदामापुरी से भगवान नगर के साथ पेट्रोल पम्प तक पूर्व निर्मित नाले की मरम्मत का कार्य।	12.55	1180.00	125600.00	03 माह
2.	पागल बाबा हास्पिटल से चैतन्य विहार फेज-2 रेलवे लाइन तक सड़क एवं नाली का निर्माण कार्य।	59.26	2360.0	496450.00	06 माह
3.	पुष्पांजली द्वारिका गेट से तारा धाम होते हुये आशा कान्न्ट स्कूल तक सड़क एवं नाली का निर्माण कार्य।	93.59	2360.0	668100.00	06 माह
4.	गोवर्धन में स्थापित सेमीमास्ट एवं हाईमास्ट में लगी सोडियम फिटिंग्स के स्थान पर एल.ई.डी. लाईट्स बदलने का कार्य।	22.01	1180.00	220100.00	02 माह
5.	टेकमेन सिटी कॉलोनी में बिजलीघर के सामने स्थित चकरोड व नवादा अड्डकी मार्ग के पास स्थित चकरोड पर नाले के साथ सड़क मरम्मत व आनन्दवन फेस-1 के साथ स्थित लक्ष्मीनगर में स्थित नाले के साथ स्थित सड़क मार्ग का निर्माण कार्य।	63.03	2360.0	513900.00	06 माह
6.	जिला सैनिक कल्याण एवं पुनर्वास कार्यालय, मथुरा में इण्टरलॉकिंग टाइल्स व नाली का कार्य।	23.02	1180.00	230300.00	03 माह
7.	वृन्दावन में टूरिस्ट फ़ैसिलिटेशन सेन्टर की छत पर सोलर पावर प्लांट की आपूर्ति एवं स्थापना का कार्य।	Item-Rate	1180.00	100000.00	02 माह
8.	कलैक्ट्रेट परिसर में नाली एवं इण्टरलॉकिंग टाइल्स लगाने का कार्य।	25.79	1770.00	257900.00	03 माह
9.	गणेशरा स्टेडियम में पार्किंग क्षेत्र का विकास व बाउण्ड्रीवाल की तार फेन्सिंग का कार्य।	51.58	1770.00	458000.00	03 माह
10.	गणेशरा स्टेडियम में एक नग 30 मीटर ऊँची हाईमास्ट लाइट लगाने का कार्य।	10.21	1180.00	102000.00	02 माह

11.	डैम्पियर नगर मथुरा में पवन चतुर्वेदी के मकान से श्री राजकुमार सिंह के मकान तक इंटरलाकिंग टाइल्स व सड़क निर्माण कार्य।	22.75	1180.00	227500.00	03 माह
12.	एन एच-2 स्थित भगवान नगर में स्थित दो पार्को के जीर्णोद्धार का कार्य।	13.68	1180.00	136800.00	02 माह
13.	राधा गोविन्द नगर, कोसीकला में सड़क एवं नाली का निर्माण कार्य।	19.96	1180.00	200000.00	02 माह
14.	कृष्णापुरी चौराहे से डीग गेट चौराहे तक सड़क सुदृढीकरण का कार्य। (पार्ट-ए)	201.59	5900.00	1210000.00	12 माह
15.	कृष्णापुरी चौराहे से डीग गेट चौराहे तक प्रकाश व्यवस्था का कार्य। (पार्ट-बी)	45.65	1770.00	430000.00	03 माह
16.	नरहौली चौराहे से मिलिट्री क्षेत्र तक सड़क सुदृढीकरण का कार्य।	76.64	2360.00	583200.00	03 माह

आवश्यक शर्तें—

- निविदा के साथ संलग्न प्रपत्रों एवं शर्तों को भलीभांति पढ़ व समझ लें। निविदा के पश्चात किसी भी आपत्ति पर विचार किया जाना सम्भव नहीं होगा।
- निविदा में दी गयी दरें तीन माह तक मान्य होंगी।
- निविदा मूल्य यूनियन बैंक ऑफ इंडिया, मथुरा कैंट (IFSC : UBIN 0551872) के खाता संख्या 518702010068039 में RTGS/NEFT के माध्यम से धनराशि जमा कराते हुए प्राप्त यू.टी.आर. स्लिप को स्कैन कॉपी एवं धरोहर धनराशि हेतु RTGS/NEFT के साथ-साथ राष्ट्रीयकृत बैंक से एफ0डी0आर0/एन0एस0सी0, जो सचिव, मथुरा-वृन्दावन विकास प्राधिकरण के नाम से बन्धक हो, एफ0डी0आर0 के माध्यम से जमा करायी जा सकती है। धरोहर राशि की एफ0डी0आर0/एन0एस0सी0 की स्कैन कॉपी ई-निविदा के साथ अपलोड करना अनिवार्य होगा। निविदा मूल्य की जमा धनराशि किसी भी दशा में वापिस नहीं (Non-Refundable) की जायेगी।
- विशेष सचिव, उ0प्र0 शासन, लोक निर्माण अनुभाग-12, लखनऊ के शासनादेश संख्या-622/23-12-2012-2 ऑडिट/08, टी0सी0 दिनांक 08.06.2012 में विभिन्न निर्माण कार्यों हेतु प्राप्त टेण्डर स्वीकार किये जाने के सम्बन्ध में "कट ऑफ लिमिट" से प्रतिशत निम्न टेण्डर पर कार्य स्वीकार करने के साथ-साथ अतिरिक्त सिक्योरिटी/परफारमेंस गारण्टी लिये जाने का प्राविधान किया गया है, जिसके अनुसार बी0ओ0क्यू0 में इंगित विभागीय दरों से 10 प्रतिशत निम्न निविदा दरों तक, बी0ओ0क्यू0 में इंगित विभागीय दरों का 0.50 प्रतिशत प्रति 1 प्रतिशत कम दर पर तथा इसके अतिरिक्त 10 प्रतिशत से अधिक, निम्न निविदा दरों तक बी0ओ0क्यू0 में इंगित विभागीय दरों का 1.00 प्रतिशत प्रति 1 प्रतिशत कम दर पर सिक्योरिटी/परफारमेंस गारण्टी ली जायेगी। उपरोक्त शासनादेश के अनुसार सिक्योरिटी/परफारमेंस गारण्टी, राष्ट्रीयकृत बैंक की एफ0डी0आर0/बैंक गारण्टी/एन0एस0सी0 जो सचिव, म0वृ0वि0प्रा0, मथुरा के नाम बंधक हो, जमा करायी जायेगी।
- सभी प्रकार की प्रचलित दर एवं निर्माण अवधि में आरोपित अन्य दरों के वहन का दायित्व निविदादाता का होगा। प्राधिकरण द्वारा प्रचलित व निर्माण कार्यों में आरोपित दरों का कोई अतिरिक्त भुगतान नहीं किया जायेगा।
- समस्त कटौतियाँ लोक निर्माण विभाग व शासन द्वारा जारी नियमों के अनुसार की जायेंगी।
- व्ययानुमान की दरों में जी.एस.टी. अथवा कोई कर सम्मिलित नहीं है। जी.एस.टी. नियमानुसार अतिरिक्त देय होगा।
- कार्य की मात्रा में कमी/बढ़ोत्तरी अथवा विभाजित करने अथवा किसी भी निविदा को बिना कारण बताये निरस्त करने का अधिकार, उपाध्यक्ष, म.वृ.वि.प्रा. में निहित है, जिसके विरुद्ध निविदादाता का कोई क्लेम मान्य नहीं होगा।
- निविदादाता को आयकर विभाग, श्रम विभाग एवं जी.एस.टी. में पंजीकरण कराना अनिवार्य होगा। शासन द्वारा समय-समय पर लागू आयकर, लेबर सेस एवं अन्य करों की कटौती ठेकेदार के बिलों से नियमानुसार की जायेगी।
- निविदा प्रपत्र उ.प्र. की ई-प्रोक्योरमेन्ट की वेबसाइट <http://etender.up.nic.in> पर देखे जा सकते हैं तथा इसी वेबसाइट से डाउनलोड/अपलोड भी किये जा सकेंगे। इच्छुक ठेकेदारों से अनुरोध है कि वे नियमित रूप से उक्त वेबसाइट को देखते रहें, क्योंकि प्रश्नगत निविदाओं के सम्बन्ध में कोई बदलाव अथवा सूचना उक्त वेबसाइट पर ही उपलब्ध करायी जायेंगी तथा तकनीकी बिड में अर्ह निविदादाताओं की वित्तीय बिड खोलने की तिथि एवं समय की सूचना भी इसी वेबसाइट पर दी जायेगी।
- उ.प्र. भवन एवं अन्य सन्निर्माण कर्मकार नियोजन तथा सेवा शर्त विनियम नियमावली वर्ष-2009 के विनियम 24(2) के अन्तर्गत प्रत्येक निविदा हेतु श्रम विभाग में एकल पंजीकरण कराना अनिवार्य है। अतः अनुबन्ध गठन के पश्चात् उक्त पंजीकरण प्रमाण-पत्र प्रस्तुत करना होगा, जिसके उपरान्त ही चलित देयक का भुगतान किया जायेगा।

12. स्टेट बार कॉउंसिल में पंजीकृत व्यक्ति एवं आपराधिक रिकॉर्ड वाले निविदादाता को निविदा प्रक्रिया में भाग लेने की अनुमति नहीं है। साथ ही यदि निविदादाता का सगा-सम्बन्धी (First blood relation & their dependant) म.वृ.वि.प्रा. में कार्यरत है, तो उसे भी निविदा प्रक्रिया में भाग लेने की अनुमति नहीं है।
13. निविदादाता द्वारा दिये गये दस्तावेजों/प्रमाण-पत्रों के गलत पाये जाने पर कार्य/अनुबन्ध की स्वीकृति को तत्काल निरस्त करते हुए ठेकेदार द्वारा जमा धरोहर/जमानत धनराशि को जब्त कर लिया जायेगा तथा ठेकेदार को कालीसूची में डाल दिया जायेगा।
14. विद्युत सम्बन्धी कार्यों हेतु विद्युत निदेशालय से "क" श्रेणी में अनुमोदित लाईसेन्स धारक होना अनिवार्य है।
15. विद्युत सम्बन्धित कार्यों के ठेकेदारों को कार्य पूर्ण करने के उपरान्त विद्युत विभाग/नगर निगम/सम्बन्धित विभाग को हस्तगत कराना होगा।
16. सशर्त निविदा मान्य नहीं होगी।

नोट-निविदा के साथ संलग्न प्रपत्रों एवं शर्तों को भलीभाँति पढ़ व समझ लें। निविदा के पश्चात् किसी भी आपत्ति पर विचार किया जाना सम्भव नहीं होगा। किसी भी परिवर्तन/संशोधन की सूचना ई-टेंडर की वेबसाइट <http://etender.up.nic.in> पर ही दी जायेगी।

—मुख्य अभियन्ता

Required qualification for Technical Bid of SOLAR Works

Following Documents are required for technical bid.

1. Work Executed giving the details of work, amount of work, date of start & completion as per bond & actual completion of the work. Only those contractors who have satisfactorily completed three similar works of value not less than 60% or two similar works of value not less than 80% or one similar work of value not less than the bid value are eligible to participate in the tender.
2. The bidder will have to attached the registration certificate issued by UPNEDA along with the technical bid / Evidence for work execution in UPNEDA.
3. Bidder must have MNRE approved solar module / IEC certification. Original manufacturer of PV module will be preferred.
4. Bidder who have maintained minimum MNRE grading SP-1B will be preferred.
5. Balance sheets of the firm duly attested by C.A.
6. The contractors should have a cumulative turnover in the last three consecutive years not less than 02 times of the bid value. Cumulative turnover will be considered for three consecutive years out of last four assessment years taken from Income Tax clearance certificate, If I.T.C.C. not issued, then audited Balance sheet will be considered.
7. The contractor should have a minimum tangible net-worth of, at least 25% of the bid value. Net worth will mean value of fixed assets as per last audited balance sheet (after providing depreciation) plus net working capital (current assets minus current liabilities).
8. The contractor should have minimum liquid assets of at least 25% of the bid value. Proof of liquid assets duly certified from the Bank shall be submitted (original or attested) in **appendix-A (enclosed)**.
9. Details of Engineers employed by the firm (01 Degree, 02 Diploma holders) on an affidavit on Rs. 10/- stamp paper.
10. Proof of Technical/Survey and leveling Instruments to ensure the quality of work and demarcation of site etc on an affidavit on Rs. 10/- stamp paper.

Note :-

(A) If any of the details given by the firm/contractor's T&P, personal employed and any other documents is found untrue at any stage, the security deposited by the firm/contractor will be forfeited and will be debarred for participation if any work for at least one year or as decided by the Vice-chairman, MVDA, Mathura. The decision of the Vice-chairman shall be final and binding to the contractor.

(B) The liquid assets certificate submitted by the bidder must clearly state the amount of liquid assets on prescribed Performa (**appendix-A**). The certificate should not be older than THREE months. Any word other than liquid assets has no relevance, and shall not be considered.

(C) The bidder should submit the hard copy of security deposit in original copy within 48 hours of opening of technical bid, If not, submitted by bidder, his/her bid will not be accepted for financial bid opening.

Junior Engineer

Asstt. Engineer

Executive Engineer

APPENDIX 'A'
(Liquidity Certificate)

This is certify that dealings & conduct of M/s.

Who have been dealing with us for last.....years are satisfactory. On the basis of information available with us. We assess his/their Liquid Assets not less than Rs. Lacs.

Signature of Manager of the Bank

Seal the Bank
Date

Bill of Material

S.N.	Component Name	Manufacture Name	Description
1-	Solar PV Module	MNRE approved solar Module/IEC certification	As per Design
2-	On-grid Inverter with Remote Mounting System	As per MNRE specification make Delta SMA, Reffsol or equivalant	As per Design
3-	Module Mounting structure GI steel Galvanization.	Suppasi Static or other equivalant Reputed make	As per Design
4-	Net Meter	Secure or other equivalant reputed make	As per sanctioned load
5-	ACDB	Reputed make IP65	As per Design
6-	Icx4 sqmm. copper cable for DC purpose	Poly cab/KEI cable/Hevells or other equivalant reputed make	As per Design
7-	1c, 5R x 10 sqmm. Aluminium cable and 3.5 c x 50/70/95 /120/150/185/2 40 sqmm. Aluminium Cable for AC purpose As per load.	Poly cab/KEI/Hevells or other equivalant reputed make.	As per Design
8-	Cable Conduit	Jindle/Jain Irrigation or other equivalant reputed make.	As per Design
9-	Solar module connector	MC4/IP65, Make multy-Contect / Bizlink or other equivalant reputed make.	As per Design
10-	Array Junction box/ DC DB with SPD	Reputed Make / IP65	As per Design
11-	Lightening Arrestor	Ashok/Standerd make or other equivalant reputed make.	As per Design
12-	Earthing for DC system, AC System and LA.	Ashok/SGI Engineers/Standard make or other equivalant reputed make	As per Design
13-	Civil Work/ Foundations	Reputed Make	As per Design

General conditions of contract

1. The "Contractor" means the documents forming the tender and acceptance thereof and the formal agreement executed between Secretary, Mathura-Vrindavan Development Authority, Mathura 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 contract and shall be complementary to another.

2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them.

(a) The " Work" of "Works" shall, unless thereby something either in the subject or context repugnant to such constructions, be construed and taken to mean the work, by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original, substituted or additional.

(b) The "Site" shall mean the land or the other places on, into or through which work is to be executed under the contract or any adjacent land path or street 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, whether incorporated or not, undertaking the works and shall include the legal, personal representatives of such individuals or the persons company and the permitted assigns or such individuals of firm company.

(d) The "Chairman" shall mean the Chairman of Mathura-Vrindavan Development Authority and his successors of assigns.

(e) The "Engineer-in-charge" shall mean Executive Engineer or Assistant Engineer, as the case may be who shall supervise and be in-charge of the work.

(f) The "Vice-chairman" shall mean the Vice-chairman of Mathura-Vrindavan Development Authority, Mathura and his successors or assigns and shall include Secretary, Mathura-Vrindavan Development Authority, so authorized by M.V.D.A. and they will be accepting officer.

(g) The "Estimated" cost shall mean the cost of the work as estimated on the basis of tendered rate or rates agreed to between the parties to the contract.

(h) The "Department" shall mean the Mathura-Vrindavan Development Authority, Mathura.

Clause-1 Security Deposit

The contractor shall permit Mathura-Vrindavan Development Authority at the time of making any payment to him for work done under the contract to deduct, all moneys payable on account of security deposit until such deduction along with the sum already deposited as earnest money to be adjusted in the last deduction bill amount, as follows :

- (a) In the case of works of estimated cost upto Rs. 40,00,000/- @ 10%.
- (b) In the case of works of estimated cost more than Rs. 40,00,000/- @ 10% on the 1st Rs. 40,00,000/- and 5.0% on the balance, unless he is/they are exempted from payment on security or has/have deposited the amount of the security at the rates mentioned above in each or in the form of Government Securities or Fixed Deposit receipt or Guarantee Bond of any schedule Bank of India. If the Security is furnished in form of Guarantee Bonds, the contractor undertakes to renew to furnish fresh guarantee to cover the period of time extensions, if any and failure on his part to do so shall be considered as a breach of this contract and without prejudice to any other remedy provided in these conditions the Engineer-in-charge shall have the right to withhold payment and deduct the entire Security amount from any moneys becoming payable to the contractor.
- (c) In case of earnest money deposited with tender is more than the required security deposit as per sub clause (a) or (b), then additional deposit may be released at the request of the contractor.

The amount of the security money shall, if not withheld on account of breach of contract, be refunded after 12 months of the date of the completion of the work or after payment of the final bill, which ever is later. Provided that in case the payment of the final bill is not made within 12 months of the completion of the work, 75% of the amount of Security money can be refunded (along with the final bill) with the prior approval of the Vice-Chairman of the Mathura-Vrindavan Development Authority.

All compensation or other sum of money payable by the contractor to Mathura-Vrindavan Development Authority under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due to or may become due to the contractor by Mathura-Vrindavan Development Authority or any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may

have been deducted from or raised by sale of his security deposit or any part thereof.

Clause-1 (i) Performance Guarantee/Additional Security deposit

The contractor has to deposit Performance Guarantee/Additional Security deposit for quoting tender rates below departmental rates in the B.O.Q. of work, in the form of cash or Government Securities of Fixed Deposit Receipt of any schedule Bank of India. The performance guarantee amount shall be calculated at the rate of 0.5% of B.O.Q. amount (Departmental Rate) upto 10% below and at the rate 1% of B.O.Q. amount (Departmental Rate) on the remaining tendered amount. The Performance Guarantee/Additional Security deposit will be released along with final bill/payment of work to be done as per relevant clause of the contract, after successful completion of work.

Provided that in case the payment of the final bill is not made within 12 months of the completion of the work 75% of the amount of the performance Guarantee/Additional Security deposit can be refunded with the prior approval of the Vice-Chairman of the Mathura-Vrindavan Development Authority.

Clause-2 Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be preceded with all due diligence (time being deemed to be the essence of the contract on the part of contractor) and the contractor shall pay as compensation an amount equal to one percent or smaller amount as the Vice-Chairman of the Mathura-Vrindavan Development Authority, Mathura (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work shown by the tender for every day that the work remains uncommenced or unfinished after the proper dates. Further to ensure good progress during, the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth the value of the whole of the work within.....months from the date of written order to commence the work, one-half the value of the work withinmonths from such date and three-fourth the value of the work within.....months from such date. In the event of the contractor failing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent or smaller amount as the Vice-Chairman,

Mathura-Vrindavan Development Authority (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that before taking action under this clause the Engineer-in-charge on behalf of the Mathura-Vrindavan Development Authority shall give a notice of 15 days in writing to the contractor and provided also that the entire amount of compensation to be paid under the provision of this clause shall not exceed the maximum amount of security as specified in clause-1.

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

Clause-3 Action when whole of Security deposit is forfeited

1. The officer accepting the contract on behalf of the Mathura-Vrindavan Development Authority, or the Engineer-in-charge shall have the power, without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any braches 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 nay of the following cases :
 - (a) If the contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work is being performed in any inefficient or otherwise improper or un-workman like manner, shall omit to comply with requirements of such notice for a period of 7 days 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 or he has already failed to complete the work by the date.
 - (b) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstance shall arise which entitle the court or creditor to appoint a receiver or manager or which entitle the court make a winding up order.
 - (c) If the contractor commits breach of any of the terms, conditions of this contract other than these mentioned in Sub-Clause(a) above.

2. When the contractor has made himself liable for action under any of the cases aforesaid the officer accepting the contract on behalf of the Mathura-Vrindavan Development Authority shall have powers to adopt any one or more of the following course as he may deem best suited to the interest of the Mathura-Vrindavan Development Authority :
- (a) To determine or rescind the contract as aforesaid (of which termination or recession on notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Mathura-Vrindavan Development 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 labor and price (of the material of the amount of which cost and the price the certificate under the hand of the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under this sub clause shall only be taken after giving notice in writing to the contractor provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall 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 part there of as shall be unexecuted 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 would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Mathura-Vrindavan Development Authority under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

3. In the event of any one or more of the course mentions in sub-clause(2) above being adopted by the accepting authority the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any of the provision 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 there of and he shall only entitled to be paid the value so certified.

Clause-4 Contractor remains liable to pay compensation if action not taken under clause-3

In any case in which any of the powers conferred upon the officer accepting the contract on behalf of the Mathura-Vrindavan Development Authority by clause (3) hereof shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waive of any conditions here of and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the accepting authority putting in force all or any of the powers

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

vested in it under the proceeding clause, the Engineer-in-charge shall at the direction of the accepting authority take possession of all or any tools, plant, materials and store in or upon the works or the site thereof or belonging to the contractor procured by him and intended to be used for execution of the work of any part thereof saying or allowing for the same in account at the contract rate or in the case of these not being applicable at current market rate to be certified by Engineer-in-charge whose certificate thereof shall be final otherwise to Engineer-in-charge may by notice in writing to the contractor or his clerk of the works, foremen or other authorized agent require him to remove such tools, plants, materials or stores from the premises (with in a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove at contractor's expenses or sell them by auction or private sale on the account of the contractor and at his risk in all

respects, and the certificate of the Engineer-in-charge as to 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 :

If the contractor shall desire to extension of time period for completion of the work on the grounds of his having been unavoidable hindered in its execution, or any other grounds, he shall apply in writing to the officer accepting the contract on behalf of the Mathura-Vrindavan Development Authority through the Engineer-in-charge and a copy there of is sent to the Engineer-in-charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the officer accepting the contract on behalf of the Mathura-Vrindavan Development Authority, shall if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time if any, as may, in his opinion, be necessary or proper provided that the extension of time should be limited to 50% of the total period of the contract or six months but in no case exceeding six months. The case of extension of time beyond such period shall be submitted to the Vice-Chairman of the Mathura-Vrindavan Development Authority provided always that if the contractor continues to perform the work beyond the date of the completion or the extend date, as the case may be without obtaining approval for extension as aforesaid the right of Mathura-Vrindavan Development Authority to claim compensation under clause 3 shall not be deemed to have been waived.

Clause-6 FINAL CERTIFICATE :

On completion of work, the contractor shall send a registered notice to the Engineer-in-charge giving the date of completion and sending a copy of it to the officer accepting the contract on behalf of the Mathura-Vrindavan Development Authority and shall request the Engineer-in-charge to give him a certificate of completion but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed all scaffolding, surplus material and rubbish, cleared off the dirt from all wood works, doors, window walls, floors or other parts of any building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and 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 and cleaning off dirt and filling of pits on or before the date fixed for completion of the works, the Engineer-in-charge may at the expense of the contractor remove such scaffolding surplus materials, and the rubbish and dispose of the same as he thinks fit, and clean off such

dirt and fill the pits as aforesaid and the contractor shall forth with pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates whose measurements shall be binding and concluding against the contractor. Provided that is subsequent to the taking of measurements by the subordinator as aforesaid the Engineer-in-charge had reason to believe that the measurement taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurement already taken by his subordinate and acknowledged by the contractor and to take measurements again after giving reasonable notice to the contractor and such re-measurement 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 place). Delete whichever not applicable. Within ten/thirty days of the receipt of the notice the Engineer-in-charge shall inspect the work and if there is visibly 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 so granted, if on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects along with estimate of the cost for removing these defects. The final certificate of completion of work shall be given after the visible defect pointed out above has been removed.

Clause-7 PAYMENTS ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES :

No payments shall be made for works estimated to cost less than rupees one lac till after whole of the work have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one lac, the contractor shall on submitting the bill thereof be entitled to receive payment proportionate to the part thereof 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 payments by way of advance against the final payment only and not as payment for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and re-constructed, 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 respect of the accruing of any claim, nor shall it conclude, determine or affect in any way the power of the Engineer-in-charge under these conditions

or any of them as to final settlement and adjustment of the accounts or otherwise or 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 of the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within three months of the submission of such bills, if the amount of the contractor plus that the additional work is upto Rs. 50.00 lac and in six months, if the same exceeds Rs. 50.00 lacs. If there shall be any dispute about any items or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The contractor shall submit a list of the disputed items within three days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

Clause-8 BILL TO BE SUBMITTED PERIODICALLY :

A bill shall be submitted by the contractor periodically or before the date fixed by Engineer-in-charge for all works executed in the previous period 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. The period or the fixed shall be based on the value of work done which shall not be less than 5% of the value of estimated cost. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may get the said work measured up in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause-9 CONTRACTOR TO BE GIVEN A WEEK TO FILE OBJECTION TO THE MEASUREMENT RECORDED BY THE DEPTT. :

Before taking any measurement of any work as has been referred on in clauses 6, 7 and 8 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. IF the contractor fails to attend at the time of measurement 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 any in any such event the measurement 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 contractor shall have no right to dispute the same.

Clause-10 BILL 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 charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates there in after provided for such work.

Clause-11 STORES SUPPLIED BY MVDA :

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 it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and store and the prices to be charged thereof as hereinafter mentioned being so far as practicable for convenience of the contractor but not so as in any way to, control meaning or effect of this contract, specified in the schedule or the contractor shall be supplied with such materials and stores are required from time to time to be used by him for the purpose of the contract only, and the value of the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due or thereafter to become due, to the contractor under the contractor or otherwise or against of from the security deposit, or the proceeds of sale thereof the same is hold in Mathura-Vrindavan Development Authority securities, the same or a sufficient portion thereof being in this case sold for the purpose. It shall be the responsibility of the contractor to ascertain from time to time form Engineer-in-charge about the position of the availability of the materials as aforementioned and any delay on the part of the Engineer-in-charge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of all such delays the contractor shall be granted reasonable extension of time. All materials supplied to the contractor are the property of the contractor but shall not on any account be removed from the site of the work except with the written permission of the Engineer-in-charge or under his order and shall at all times be opened to inspection by Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract may, by special arrangement be taken over by Mathura-Vrindavan Development Authority, at the prevailing market rates, if required for use on other works in progress provided that the price allowed shall not exceed the amount charged to the contractor.

Clause-12 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION & DRAWING, ORDER ETC :

The contractor shall execute the whole and very part of the work in most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specification.

Clause-13 ALTERATION IN SPECIFICATION AND DESIGNS :

The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access to such recorded for the purpose of inspection during office hours, and the contractor shall be furnished free of charge on copy of the specifications and of all such design, drawing and instruction as are not included in the detailed PWD specifications for buildings and roads enforced from time to time or any printed publications on general specification referred else where in the contract.

DO NOT INVALIDATE CONTRACT :

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

EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS :

The time for the completion of the work shall be extended in the proportion that the altered or substituted work beard 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 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 :-

1. If the rates for the additional altered or substituted work 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 are specified in the contract for the work.

2. If the altered additional or substituted work includes any work for which no rates are specified in the contract for the work or 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 schedule of rates for minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
3. If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
4. If the rates for the altered additional or substituted work can not be determined in the manner specified in sub clauses (1) to (3) above, then the rates for such work shall be worked out on the basis of the rate of district specified above minus/plus the percentage which the total tendered amounts bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the schedule of rates, the rate for such part or parts will be determined by the officer accepting the contract on behalf of Mathura-Vrindavan Development Authority on the basis of prevailing market rates when the work was done.
5. If the rate for the altered, additional of substituted work cannot be determined in the manner specified in sub clauses 1 to 4 above the contractor shall within 7 days of the date of receipt of the order to carry out the work inform the officer accepting the contract on behalf of the Mathura-Vrindavan Development Authority of the rate, which it is his intention to charge for such class of work supported by analysis of the rates claimed and the accepting officer verifying the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However the officer accepting the contract on behalf of the Mathura-Vrindavana Development Authority, by 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 circumstance, the contractor shall suspend the work on the plea of non-statement of rates of items, falling under the clause.

The rates under sub-clauses 1, 2 and 3 shall be worked out by the officer accepting the contract on behalf of the Mathura-Vrindavan Development Authority.

Clause- 14 No Compensation for alternation in or restriction work to be carried out :

If at any time after the commencement of the work the Mathura-Vrindavan Development Authority or the accepting officer shall for reason what so ever no require the whole there of as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contract who shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations have been made in the original specification, drawing, 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 of materials with a view to the 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, if of approved quality and not in excess of the requirements of work and to pay to contractor the actual cost thereof (of amount of which cost, a certificate y the Engineer-in-charge shall be binding on the contractor). In the event of the option not being exercised the contractor may submit to the Engineer-in-charge within one month of date of the order closing down the work a detailed statement of the loss that the estimates he will sustain by removing selling or otherwise disposing of the materials. The estimate will be forwarded to the accepting officer 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 of accepting officer shall be final and binding on the contractor.

Clause- 15 Action and compensation payable in case of land work :

If it shall appear to the Engineer-in-charge or subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilled work-man ship or with 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 contact, shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the 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 or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost,

and in the event of his failing to do so within a period to be specified by Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue, and in the case of any such failure Engineer-in-charge may rectify or remove and re-executed the work or remove and replace with other the material or articles complained of as the case may be at of risk and expense in all respects of the contractor.

Clause- 16 Acceptance of sub-standard work and causing technical examination or work :

Mathura-Vrindavan Development Authority shall have the right to accept at reduced rate, sub-standard or defective work and to cause an audit and technical examination of the works, and the running and final bills of the contractors including all supporting vouchers abstracts etc to be made, before or after the payment of the final bills and if as a result of such acceptance of sub-standard or defective work audit and technical examination, any sum is found to have been overpaid in respect of any work done by him under the contractor, but found not to have been actually executed, the contractor shall be liable to refund the amount of the over payment and shall be law-full for Mathura-Vrindavan Development Authority to recover the same from him in the manner prescribed in clause 1 above or in any other manner legally permissible, and if it is found that the contractor was paid less then what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by Mathura-Vrindavan Development Authority to the contractor.

Provided that the sub-standard or defective work accepted in not considered to be seriously defective by the Engineer-in-charge and the rate of the work so accepted is suitably reduced by him to compensate the Mathura-Vrindavan Development Authority and such reduction is bindings on the contractor.

Clause- 17 Work to be open to inspection :

All work under or in the course of execution or executed in pursuance of the contact shall at times to be open to the inspection and supervision of the accepting officer, Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times, at which reasonable notice of intention of accepting officer, the Engineer-in-charge or his subordinate to visit the works shall have been given, the contractor either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose.

Order given to the contractor's agent shall be considered to have the same force as it had been given to the contractor himself.

Clause- 18 Notice to be given before work is covered up :

The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension there of be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice have given or consent obtained the same shall be uncovered at the contractor expense, 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 and for imperfections within twelve months after certificate :

If the contractors or his work people or servants shall break, deface, injure or destroy any part of a building on or in which they may be working or any building, road fence enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part of is being executed, or if any damage shall happen to the work while in progress from any cause what so ever, or any defect, shrinkage or other faults appear in it within twelve months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid the contractor shall make good the same at his own expense or in default, the Engineer-in-charge may cause the same to be made good by other workman and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sum that may then or at any time there after, become due to the contractor or from his security deposit, or the proceeds of sale there of or a sufficient portion there of or in any other manner legally admissible.

Clause- 20 Contractor to supply plant ladders, scaffolding etc :

The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from Engineer-in-charge's store), plant tools appliances, implements, ladders, cordage tackle scaffolding and temporary work requisite for proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred

to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions 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 person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting the measurement of examination at any time and from time to time of the work or materials, failing his so doing

Damage arising from non provision of light fencing etc.

the same may be provided by the Engineer-in-charge at the expense of the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of sufficient portion thereof. The contractor shall so provide all necessary fencing and lights required to protect the public from

accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, or proceeding to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such persons. If any equipment issued departmentally, rent will be recovered from the contractor's bills at current rates fixed by the Vice-Chairman. The terms of such issue to be ascertained by the contractor from the Engineer-in-charge in writing in advance.

Clause- 21 Work not be sublet :

The contractor shall not assign or sublet without the written approval of the officer accepting the contract on, behalf of the Mathura-Vrindavan Development Authority and if the contractor shall assign or sublet his contract or attempt so to do or became insolvent commence any insolvency

Contract may be rescinded security deposit forfeited for subletting, bribing or if contractor becomes in solvelvent .

proceeding or make any composition with his creditors, or attempts so to do or if any bribe, gratuity gift, loan, perquisite reward, or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any or his servants or agents, to any public officer or person in the employ of Mathura-Vrindavan Development

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 on behalf of the Mathura-Vrindavan Development Authority may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Mathura-Vrindavan Development Authority and the same consequence shall due as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or paid for any work there to or, actually, performed under the contract.

Clause- 22

The contractor shall not for the execution of the work employ any labour under 14 years of age and, within the limits of any cantonment any female laborer. For every breach of this the contractor shall be liable to pay by way of liquidated damage such sum not exceeding Five thousand as the Engineer-in-charge may fix and the Engineer-in-charge may recover such sum by deduction from any sums which may be due or may at any time there after become due to the contractor.

Clause- 23

The contractor shall pay to his labourers a fair wage and shall supply every labour employed by him with a wage card on which the rate of wages, the attendance and payments will be entered.

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 wage by the Engineer-in-charge shall send a copy of the notice to the Engineer-in-charge.

Clause- 24

The contractor shall be bound by all statutory provision with regard to the period for which wages shall be paid deduction from wages.

Clause- 25

The contractor shall comply with all relevant labour laws such as labour cess, P.F. etc as applicable at the site of the work.

Clause- 26

In respect to all labour directly of indirectly in the works for the performance or the contractor's part of this agreement, the contractor shall comply with or cause, to be complied with all the directives issued by

Mathura-Vrindavan Development Authority/accepting officer for the protection of health and sanitary arrangement for workers employed by the department and its contractor.

Clause- 27 Maternity benefits rules for female workers employed by contractors :

Leave and pay during maternity leave of all labour employed by the contractor shall be as per prevalent relevant laws :

In the event of the contractor committing a default or breach of any of the provision of the Mathura-Vrindavan Development Authority directions to contractors for he protections of health and sanitary arrangement for the workers furnishing any information or submitting or filling any statement under the provision of the above directions which is materially incorrect, the contractor shall without prejudice to any other liability pay to Mathura-Vrindavan Development Authority amount not exceeding Rs. 5000.00 for every default or breach and in the event of the contractor defaulting continuously in this respect the penalty may be enhanced to Rs. 5000.00 per day for each day of default subject to a maximum of 5%, of the estimated cost of the work put to tender. Order of the Engineer-in-charge shall be final and binding on the parties.

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

reconstruct such huts and sanitary arrangement according to approved standard at the cost of the contractor.

Clause- 28

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

1-(a) The minimum height of each hut at eye level shall be 7 feet and the floor area to be provided will be at the rate of the 30 sq-feet for each member of the worker's family staying with the labourer.

(b) The contractor shall in addition construct suitable cooking places having a minimum area of 6x5 feet adjacent to the hut for each family.

(c) The contractor shall also construct temporary latrines and urinals for the use of the labourers on the scale of not less than four per each one hundred of the total strength of labour and separate latrines and urinals being provided for woman.

(d) The contractor shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These, bathing, washing places shall be suitably screened.

2-(a) All huts shall have wall of sun dried or burnt brick laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-charge. In case of sun dried bricks the walls should be plastered with mud gobri upon both sides. The floor may be katcha but plastered mud gobri and shall be at least 6" above the surrounding ground. The roof shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor shall ensure that the arrangements for the period of their occupation the roof remain water tight.

(b) The contractor shall provide each hut with proper ventilation.

(c) All doors, windows and ventilation shall be provided with suitable protection arrangement for security purpose.

(d) There shall be kept an open space of at least eight yards between the row of huts which may be reduced to 20 ft. according to the availability of site with the approval of the Engineer-in-charge back to back construction will allowed.

3- Water Supply

The contractor shall provide adequate supply of water for the use of labourers. The provision shall not be less than 50 liters of pure and whole

some water per head per day for drinking purpose and 15 liters of clean water per head for bathing and washing purpose. Where pipe water supply is available the supply shall be at stand posts and where the supply is from wells or rivers, tanks which may be of metal or masonry shall be provided. The contractor shall also at his own cost, make arrangement for laying pipe lines for water supply to his labour camp from the existing mains, wherever available and shall pay all fees and charge.

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

5- Disposal of Excrete

The contractor shall make necessary arrangement for the disposal of excrete from the latrines by trenching or incineration which shall be according to requirements laid down by the local health authority. If trenching or incineration is not allowed the contractor shall make arrangement for the removal of excreta through the Municipal Committee/Authority and inform it about the number of labourers employed so that arrangement may be made by such Committee/Authority for the removal of the excrete. All charge on this account shall be borne by the contractor and paid directly by him to the municipality. The contractor shall provide one sweeper for every eight seats in case of dry system.

6- Drainage

The contractor shall provide sufficient arrangement for draining away sullage water so as to keep the camp neat and tidy.

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

8- Sanitation

The contractor shall make arrangement for conservancy and sanitation in the labour camps according to the rules of local public health and medical Authority.

Clause- 29 Sum payable by way of compensation to be considered as reasonable compensation without reference to actual fees.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Mathura-Vrindavan Development Authority without reference to

the actual loss or damages sustained and whether or not any damages shall have been sustained.

Clause- 30 Change in constitutions of firm

In the case of tender by partner any change in the constitutions of the firm shall be forth with notified by the contractor to the Engineer-in-charge for his information.

Clause- 31 Works to be under direction of Engineer-in-charge

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

Clause- 32 Protests

- (a) If the contractor considers any work demand of him to be outside the requirements of contract, or considers any record or ruling of the Engineer-in-charge or of his subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask in writing for written instruction where upon he shall proceed without delay to perform the work or confirm to the procedure or ruling and within twenty days after receipt of the written instructions or decisions he shall file a written protest with the Engineer-in-charge stating clearly in details the basis of his objections, except for such protests or objections as are made on record in the manner herein specified and within the time limit stated the records, running instructions or decisions of the Engineer-in-charge shall be final and conclusive. Instructions or decision of the Engineer-in-charge contained in letter transmitting drawing to the contractor shall be considered as written instructions subject to protest or objection as herein provided.
- (b) If the contractor is dissatisfied with the final decision of the Engineer-in-charge in pursuance of clause 32 (a), the contractor may within twenty eight days after receiving notice of such decision, give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at the issue. If the contractor fails to give such notice within the period of twenty eight days as stipulated above the decision

of the Engineer-in-charge shall be conclusive and binding on the contractor.

- (c) Except where otherwise in the contract all questions and disputes relating to the meaning of the specification, designs, drawing and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, or rate for extra items sanctioned and decided or not by the competent authority under the conditions, of this contract matter or think what-so-ever, in any way arising out of or relating to the contract designs, drawing, specification, estimates, instruction or order on these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to arbitration to the person nominated by the chairman. There shall be no objection to any such appointment on the ground that the arbitrator so appointed is a Government/Development Authority servant. That he had to deal with the matter to contract relates and that in the course of his duties as Government/Development Authority servant he had expressed views on all or any of the matter in dispute or difference. The arbitrator to whom the matter is originally referred being incapacitated to act, the chairman shall appoint another person to act as arbitrator in accordance with the terms of contract. It is also a term of this contract that no person other than a person appointed by the 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 the consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provision of the Arbitrator Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in-force shall apply to the arbitration proceeding under this clause.

- 1- For claim for amount in dispute upto Rs. 1.00 crore

Secretary,

Mathura-Vrindavan Development Authority,
Mathura

- 2- For claim for amount in dispute more than Rs. 1.00 crore to Rs. 25.00 crore.

Vice-Chairman,

Mathura-Vrindavan Development Authority,
Mathura

3- For claim for amount in dispute more than Rs. 25.00 crore.

Chairman

Mathura-Vrindavan Development Authority,
Mathura

All dispute between the parties to the contractor arising out of and relating to the contractor shall after written notice by either party to the contract to 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 to work or the determination of the contract. The venue of arbitration shall be such a place or places as may be fixed by the arbitrator in his/her their sole discretion. Any suit or application for the enforcement of this arbitration clause shall be filed in competent court at Mathura and no other court of the state of U.P. or outside Utter Pradesh shall have any jurisdiction in the matter. The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.

Clause- 33 Arbitration

Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawing and instruction, here in mentioned and as to the quality of workmanship or materials used, on the work or as to any other question, claim, right, matter or thing what-so-ever in any way arising out of, relating to the contract, designs, drawing, specification, estimates, instructions, order or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Chairman. It will be no objection to any such appointment that the arbitrator so appointed is a Government/Development Authority servant that he had to deal with matter to which the contract relates and that in the course of his duties as Government/Development Authority servant, he had expressed views on all or any of the matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any such person. The chairman, at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Chairman should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.

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

Subject as aforesaid the provision of the arbitration act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

Clause- 34 Action where no specification is given

In the case of any class of work for which there is no specification in the contract such work shall be carried out in accordance with the detailed U.P. P.W.D. specification and in the event of there being no detailed specification for the same the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in-charge.

Clause- 35 Contractor's percentage

The additions and deduction on account of the percentage referred to in the accepted tender will be calculated on the gross and net amount of bills for works done.

Clause- 36

- 1- In every case in which by virtue of the provision of section 12 sub section (i) of the workman Compensation Act 1923, the Govt. is obliged to pay compensation to a workman employed by the contractor of the said work, Mathura-Vrindavan Development Authority will recover from the contractor the amount of the compensation so paid and without prejudice to the right of the Govt. under section 12 sub section (2) of the said Act, Govt./M.V.D.A. shall be at liberty to recover such amount or part thereof by deducting it either from the security deposited by the contractor to his credit under clause (1) of these condition or from any other sum due to Govt./M.V.D.A. from the contractor whether under this contract or otherwise. The Govt./M.V.D.A. shall not be bound to contest any claim made against it under section 112 sub section (1) of said Act except on the written request of the contractor and upon his giving to Govt./M.V.D.A. full security for all costs for which Govt./M.V.D.A. become liable in consequence of contesting the claim.

Clause- 37

No earth for filling or for any other purpose, shall be excavated within half a KM 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 according to 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 these conditions, 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 due, or may at any time after become due to the contractor or from the proceeds of sale thereof.

Clause- 38 : Specification

The work shall be carried out strictly in accordance with .

- (A) The latest MORTH/UPPWD/UP JAL NIGAM/CPWD specification for works.
- (B) Relevant IS Code/IRC standards for work not-covered' under clause (A)
- (C) Material bearing ISI mark shall be used in works.
- (D) Non ISI materials 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, WMM, BM, SDBC or MSS as per specification of MORTH.

Clause- 39 : Testing-

- (i) For the testing of the materials the contractor shall establish laboratory with all necessary equipments at site.
- (ii) The contractor shall bear all expenditure for testing of material/Concrete etc. before and after execution of work as required by Engineer-in-Charge from third party.

Clause- 40 : Water to be used for Construction

- (i) Quality of water used for construction shall be in confirmation of provision and recommendation as per IS Code/PWD/UP JAL NIGAM.

(ii) Contractor will provide the details of source of water being used for construction at site.

(iii) Contractor will provide periodic test report regarding water quality required for proper completion of work as per direction of Engineer-in-Charge.

Clause- 41 : Condition for Electrical Works-

- 1- For Electrical works, approved "A" category certificate of electrical safety directorate shall be necessary.
- 2- No extra cost for claim will be admissible for adopt in those special conditions/instruction mentioned in the following paras. There conditions should be thoroughly studied and taken into account by the contractor while tendering and signing the contract agreement.
- 3- All works should be carried out as per latest UPPWD/UPPCL, Vikas Pradhikaran specification laid down for external electrical works.
- 4- All the items, fixtures to be used on the work shall be as per drawing and U.P.P.W.D./U.P.P.C.L. specification as mentioned and sample shall to be govt. approved by the Engineer-in-Charge. Necessary drawings may be made available by the Engineer-in-Charge.
- 5- The contractor must visit site and office and understand the specifications of material of the works.
- 6- The contractor shall only store such material at site, which are to be used in the work. Material which are not to be used in the work material of inferior quality shall not stored at site without the written permission of the Engineer-in-Charge. MVDA is not bound to provide free storage or place to the contractor. The contractor shall have to make his own arrangement at his own cost.
- 7- The contractor shall remove all the defects till the works is handed over to Uttar Pradesh Power Corporation, Ltd. and he will cooperate and help him handling over the work.
- 8- The work shall be opened for inspection by the Technical Audit Cell or any inspecting authority constituted by the GTDA and defects pointed out by them will have to be removed by the contractor as his own cost, within given years of finalization of the bound, in case the contractor fails to rectify those defects, actions for recovery of amount required for rectification of these defects shall however be taken by the Authority.

- 9- The contractor is liable to produce purchase vouchers, challan etc. of supplied materials issued by manufacture / authorized dealers approved by UPPCL/PWD on demand by MVDA for verification of original supplied material. The contractor will have to submit the satisfactory test certificate of materials used in the works which shall be issued from the principal manufacturer or dealer.
- 10- The Authority is not responsible for arranging any material whatsoever and the contractor will have to complete the work 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- Tender will remain open for acceptance upto be three months tenders will have no right to revise tender within this period. However the department may negotiate in this context.
- 12- General maintenance period will be **one year** from the date of issued of certificate by Authority. The security of the contractor deposited deducted from the bill will be admissible for refund after the above mentioned maintenance period during this period the contractor will remove all defects and lapses in execution, if any pointed cut by U.P.P.C.L. from time to time.
- 13- The contractor will submit a drawing of the electrification work executed the drawings paper approved by the Engineer-in-Charge before payment of the final bill and along with no claim certificate statement of accessories used without any additional cost in for sets the cost included in the estimated cost on the tendered work.
- 14- Mode of quoting the rates :-

The tenders shall quote their rates on over all basis as % above/ below in financial bid.
- 15- The contractor will take care that while construction of lines and substation the Indian Electricity rules are followed in respect of clearance safety sag etc. the sag should be as per I.S.S. and to the satisfaction of Engineer-in-Charge.
- 16- Mode of measurement of overhead conductor and earth wire will be by weight and will be calculated by measuring the distance from centre to centre of the pole and computing the weight of the conductor of the that size and length by using standard table plus 3% extra shall be allowed for wastage sag. Jointing binding jumpering etc.

17- Completion Report-

After completion, test result on the prescribed Performa a Appendix 4 U.P.P.W.D. schedule clauses 107, 314, 414) and route layout position of Poles duly marked on the Housing scheme building site plan, shall be submitted by the contractor. The portion of the building etc. damaged during the erection of installation shall be repaired property to original finish and colour of the building etc by contractor on his cost.

- 18- The successful tender will have to sign an Indemnity Bond on a Rs. 100/- non judicial Stamp paper duly attested by the Notary.
- 19- Before tending the rates contractor should carefully study the Electrical construction manual of U.P.P.C.L. all the items used where the drawing are not available final decision of engineer-in-charge of the work will have to be accepted by the contractor.
- 20- The successful bidder will be fully responsible for any damage of his men, damage to 3rd party & their property or MVDA property caused by him during the execution of work.
- 21- In case of any dispute arising during the execution of the work the matter will be referred to MVDA for decision which will be final and binding on the contractor.
- 22- The contractor will also be responsible to obtain necessary approval of the work executed by him from the chief Electrical inspector to the UP Govt. and also to get line energized from the U.P.P.C.L. All Necessary duties/fees/charges as required will be paid by the MVDA as per demand by any Govt. department.
- 23- The contractor shall not sublet any work without the consent of the engineer-in-charge in writing other than the procurement of raw materials.
- 24- The contractor shall provide sufficient notice and caution boards, lights and watchmen to protect & warn the public and guard the work.
- 25- The contractor will have to complete all the work within the time allowed but due to any unavoidable circumstances if the contractor requires the extension of time, he will apply to the Engineer-in-Charge on inland letter through registered post giving the full details and reason for granting for granting extension of time.
- 26- 10% value of the excuted work done will be temporarily withheld and will be released only after successful completion of the work and handing it over to U.P.P.C.L./Nagar Nigam.

- 27- The final payment of the work shall be given to the contractor only after successful testing and handing over the work to U.P.P.C.L./Nagar Nigam as required.
- 28- If the entire work or any portion thereof be found to be defective or it fails to fulfill the requirements of the bond, the contractor shall repair/maintain the defects as good for bond.
- 29- The contractor will also maintain first aid box etc at the site of work and follow rules applicable to contractor causality and update requirements time to time.
- 30- The successful tenderer will also be fully responsible to obtain the approval of drawings design of the work from the U.P.P.C.L. before starting the work.
- 31- The contractor will have to get all the material inspected by engineer-in-charge before starting the work.
- 32- Any additional information regarding the work will be available at the office of Engineer-in-charge (Electrical) on any working day. Contractor will produce gate pass/Inspection report of material used to the department before claiming the bill.
- 33- Successful tenderer will have to ensure the inspection and testing of material by DVVNL prior to starting the work and also handing over of work to DVVNL/Nagar Nigam Mathura-Vrindavan.
- 34- The maintenance period (complete with material) of the work completed will be one year from the date of handing over the work to DVVNL/Nagar Nigam Mathura-Vrindavan.
- 35- Firm will be responsible to obtain required permission from Sahyak Nideshak Vidhut Suraksha Mathura before energising the work executed.
- 36- Successful tenderer will have to bear all the expenses incurred in the testing of the material at manufacturing unit by the engineer in charge or person nominated by him.

Clause- 42 : National Green Tribunal-

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

Clause- 43 : Deployment of Staff at site.

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