

Model Bidding Document

For Work upto Rs. 40 Lacs

**Under
C.D.-2, P.W.D., Gorakhpur**

For

Name of Work :- As Per BOQ

APPROXIMATE COST : Rs. As Per BOQ

C.D.-2, P.W.D., Gorakhpur

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Name of work :- As per BOQ

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SECTION – 1

Office of the Executive Engineer.

List of Important Dates of Bids for Construction of Roads under U.P. P.W.D.

1.Name of work:- **As per BOQ**

2. Completion Period for construction:	60 Days including rainy season.
3. Date of Issue of Notice Inviting Bid:	30/04/2026
4. Period and Places of Sale of Bidding Documents -	From : 06.05.2026 to 12.05.2026 Till 12:00 PM On line on http://etender.up.nic.in
5. Deadline for Receiving Bids online	Date 12.05.2026 Time 12.00 Noon
6.Time and Date for opening Bids	Date 12.05.2026 Time 12:30 PM
7. Place of opening bids	Address is: Office of Executive Engineer, CD-3 PWD GORAKHPUR
8. Last Date of Bid Validity	Date 11.07.2026
9. Officer inviting Bids	Executive Engineer, U.P. P.W.D.

Office of the Executive Engineer
Construction Division-2 PWD, Gorakhpur
Notice Inviting Tender
E-Tender (2nd Call)

No. 989 /1A

Dated : 30-04-2026

1. The **E.E. Construction Division—2, U.P.,P.W.D.** on behalf of Governor of Uttar Pradesh invites the percentage rate bids online from the eligible and approved **Contractors registered with UP PWD for Road work class A,B,C,D.** Bidders are advised to note the minimum qualification criteria specified in the Instructions to Bidders to qualify for the award of the contract.

2.

Sl No.	District	Name of Works	Estimated cost (Rs. in Lac)	Bid security (Rs. in Lac)	Tender cost + Stationary + GST	Address of Executive Engineer	Address of Superintending Engineer	Address of Chief Engineer	Date of completion (including rainy season)	Class of Registration
1	2	3	4	5	6	7	8	9	10	11
1	Gorakhpur	Renewal with General Repair of Kaudiram Sihorwa Harriya road to Kudariha link road LOT 1 of 1 Length 2.00 km	19.70	1.97	(300+500 +144)= 944.00	C. D.-2 PWD, Gorakhpur	Gorakhpur Circle PWD Gorakhpur	Gorakhpur zone pwd Gorakhpur	02 Month	A,B, C,D


- The Rates adopted in the BOQ are excluding GST but inclusive of Cess and other taxes and Royalty.**
- All works shall be executed after adopting safety measures for infection of COVID-19.**
3. **Time allowed for completion of Whole work is mentioned in this notice, including rainy season.**
4. The bids shall remain valid for acceptance for a period of **90 days** from the last date of submission of bids. Bids once submitted cannot be withdrawn.
5. According to the provisions of Government Order no. 26/2017/2778/78-2-2017-97 IT/2017 TC Date 05-09-2017 and E-in-C circular number 155 camp/CE (HQ-1)/Circular/2019-20 Dated 22.04.2019 the Bids must be accompanied with the copy of UTR (Unique Transaction Receipt) bid security (EMD) and tender cost of the amount specified for the work in the table. Bid security and Tender Cost should be deposited online as per follows :-
Cost of Bid Document : as per column 6 (non-refundable) To be deposited in the account of UP e-tender online Account through e-tender portal. All concerned please note that the bidding process will not move onward if the bid document's Cost (Tender Fee) is not paid through e-tender portal.
Bid Security (EMD) : Bids must be accompanied with security of the amount specified for the work in the table as per column-5. Bid security will be deposited in the account of UP e-tender online Account through e-tender portal. All concerned please note that the bidding process will not move onward if the bid Security (EMD) is not paid through e-tender portal. No other form of bid security will be accepted.
6. Bids can be downloaded online from **date 06.05.2026 at 12:00 Noon to 12.05.2026 at 12:00 Noon** and bid can be submitted online on or before **12.05.2026 at 12:00 Noon**. The technical bids will be opened online on **date 12.05.2026 at 12:00 PM**. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened online on the next working day, respectively, at the same time and validity of bid will be considered from the original date. The date and time of opening of the financial bid shall be notified on website. The

Financial bids shall be accordingly opened online.

7. A pre-bid meeting will be held for each work **11.05.2026 at 12.00 Noon** at **OFFICE OF EXECUTIVE ENGINEER, CONSTRUCTION DIVISION—2, PWD, GORAKHPUR** corresponding to the respective package to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.
8. Bids must be accompanied with security of the amount specified for the work in the table. Bid security will have to be in any one of the forms as specified in the bidding document and shall be valid for 45 days beyond the validity of the bid. Bid security pledged in favor of "**Executive Engineer, Construction Division—2, PWD, Gorakhpur**". Bid Security and tender cost be accepted only by E-Tender portal. In the event of non submission of original document by the bidder, the appropriate action will be taken in accordance with the provisional of G.O.
9. A bidder shall not be permitted to bid for works in the Circle responsible for award and execution of contracts in which his or his spouse's near relatives (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive).
10. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State / Central Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
11. Bid documents and other details consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen in the office of the Executive Engineer mentioned in column 7 of the table corresponding to the respective package between hours of 11.00 am and 04.00 pm on any working day between **06.05.2026 to 11.05.2026**
12. Any bidder who is having criminal record is not allowed to participate in the bidding process.
13. Any bidder who is registered with the state Bar Council is not allowed to participate in the bidding process.
14. Each bidder is required to furnish an affidavit online on a non-judicial stamp paper of Rs. 100/- giving all information on prescribed Performa required for evaluation of the bidding capacity of the bidder.
15. Bidder must submit information/document on prescribed Performa ie. T4, T5, T6 with each bid.
16. GST shall be deducted / paid as per GST Rules from Contractor Bill.
17. According to the provisions of Government Order no. 1/2018/3070/78-2-2018/42 IT/2017 (22) Date 03-01-2018 after opening of the technical and financial bids, the bidder has to submit original documents personally in department/ office. In the event of non submission of original documents by the bidder, the appropriate action will be taken in accordance with the provisions of G.O.
18. According to the instructions given by ENC's letter 339Camp/CE(HQ-1)/19 dated 07.09.2019, the tenderers are required to upload the tender information on the e-tendering website of NIC Along with that uploading on Chanakya software of Public Works Department is also mandatory.
19. Successful bidder has to provide extra performance security as per G.O. No. 622 / 23-12-2012-2 Audit/08 TC -2 dated 08.06.2012
20. In PWD technical evaluation of tenders is to be done by Prahari Software. URL for Prahari is <http://wms.uppwd.gov.in/Prahari/> . On opening of the website Prahari login page will open in

which user type Contractor is to be selected. User name and password for login on Prahari shall be same as used for contractor's registration on Chnakaya Portal. Bidders have to upload all the basic information and required document on Prahari. If a bidder does not upload information and document on Prahari technical evaluation of the tender shall not be done and the bidder will be responsible for that.

21. After uploading all the information & documents on Prahari bidders shall have to download technical sheet **E1**, after submitting. Scan copy of technical sheet **E1** shall be then uploaded on e-tender portal <http://etender.up.nic.in> by the bidder. Bidder shall not upload any document other than technical sheet **E1** on e-tender portal. If the bidder is uploading any document other than technical sheet **E1** on e-tender portal, the document uploaded on e-tender portal shall not be considered for technical evaluation and claim of contractor in this regard shall not be entertained.
22. Bidders are expected to upload all the informations and documents well before submission date and time to avoid problem caused by slow internet speed/problem related to Prahari. Any claim of contractor in this regard shall not be entertained after wards.
23. Some informations/documents to be uploaded by bidders on Prahari have to be approved by the department for final submission. Bidders are advised to contact any Division/Circle of department after uploading on Prahari such informations /documents with original documents and ensure its approval from the authority of the department.


(Arvind Singh)
Executive Engineer
C. D. -2 PWD Gorakhpur

SECTION – 2

Instructions to Bidders

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Instructions to Bidders (ITB)

A. General

1. Scope of Bid

The Employer as defined in the Appendix to ITB invites bids for the construction of Works as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract.

Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. Eligible Bidders

For works costing less than or equal to Rs. 10.00 Lacs invitation for bids is open to all category of registered contractors (bidders).

For works costing more than Rs. 10.00 Lacs invitation for bids is open to bidders to registered contractors of category A/ B/ C an who qualify in their bidding capacity.

For Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

Any bidders having **criminal record** is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organised crime or gangster activities or Mafia or Goonda or Anti social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**

The bidder has to produced character certificate, Solvency certificate, self decoration affidavit (on the prescribed proforma which is attached with the bid document) etc., issued by the competent authority in original with bid document.

Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid shall be automatically cancelled.**

3. Qualification of the Bidder (For works costing more than 10.00 Lacs)

All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of civil construction works performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
- (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;
- (h) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
- (i) authority to seek references from the Bidder's bankers;

- (j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (k) Proposal for subcontracting the components of the works for construction/ Upgradation aggregating not more than 25% of the contract price: - and
- (l) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion. .

Bids from joint venture are not allowed.

A To qualify for award of the Contract, each bidder should have in the last five years:

- a) Achieved in any one year a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least the amount equal to the estimated cost of works(excluding maintenance cost for five years)for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.
- b) Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.

B (a) Each bidder must produce:

- (i) The current income-tax clearance certificate;
- (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

(b) Each bidder must demonstrate:

- (i) Availability for construction work, of the owned, key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;
- (ii) Availability for construction work of technical personnel as stated in the Appendix to ITB.
- (iii) Liquid assets and /or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB;

(c) The bidder must not have in his employment:

- (i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
- (ii) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

3.4.C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

Sub contractors experience and resources shall not be taken into account in determining the bidders compliance with the qualifying criteria except to the extent stated in 4.4 A above

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * M - B)$$

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

- N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).
- M = M is taken 2.5
- B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

4. One Bid per Bidder

Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

6. Site Visit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

B. Bidding Documents

7. Content of Bidding Documents

The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.

- 1 Notice Inviting Tender
2. Instructions to Bidders
- 3 Qualification Information
- 4 Conditions of Contract
- 5 Specifications & Drawings
- 6 Bill of Quantities
- 7 Form of Bid
- 8 Form of Acceptance, Form of Agreement

One set of the bidding documents will be issued to the bidder against the payment.

The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

8 Clarification of Bidding Documents.

8.1 A prospective bidder requiring any clarification of the bidding document may notify the employer in writing or by cable ("cable" includes Telex and facsimile) at the employer address indicated in the Notice inviting tenders. The Employer will respond to any request for clarification received earlier than 10 Days prior to the dead line for submission of bid. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry, but without identifying its source

9. Amendment of Bidding Documents

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

C. Preparation of Bids

10. Language of Bid

All documents relating to the Bid shall be in the language specified in English.

11. Documents Comprising the Bid

The Bid submitted by the Bidder shall be in sealed envelop.

12. Bid Prices

The Contract shall be for the whole Works, as described in contract, based on the priced Bill of Quantities submitted by the Bidder.

The Bidder shall adopt the Percentage Rate Method.

Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in Bill of Quantity.

All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

13. Currencies of Bid

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

14. Bid Validity

Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in bid document. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money.

15. Earnest Money

The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the bid document.

The Earnest Money shall, at the Bidder's option, be in the form of Fixed Deposit Receipt of a scheduled commercial bank, NSC, Post office saving Bank issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the bid document.

Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the bid document shall be rejected by the Employer as non-responsive.

The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period.

The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

The Earnest Money may be forfeited:

- a) if the Bidder withdraws the Bid after bid opening during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and / or
 - ii. Furnish the required Performance Security.

16. Format and Signing of Bid

The Bidder shall submit one set of the bid comprising of the documents as described in bid document.

The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.

The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Bid.

D. Submission of Bids

17. Sealing and Marking of Bids

The Bidder shall place his bid in one sealed envelopes.

In addition to the identification required in Clause 19.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.

18. Deadline for Submission of Bids

Complete Bids must be received by the Employer at the address specified in the bid document not later than the date and time indicated in the bid document. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment.

19. Late Bids

Any Bid received by the Employer after the deadline prescribed in bid document will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

20. Bid Opening

The Employer will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the bid document. In the event of the

specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

20.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

21. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

22. Clarification of Bids and Contacting the Employer

No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

23. Correction of Errors

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited.

24. Evaluation and Comparison of Bids

The Employer will evaluate and compare only the bids determined to be substantially responsive.

In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in bid document increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

25. Price Preference

There will be no price preference to any bidder.

F. Award of Contract

26. Award Criteria

The Employer will award the Contract to the Bidder whose Bid has been determined:

- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.
- ii. To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the work (applicable for work costing more than Rs. 10.00 Lac.)

27. Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding the above Clause, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

28. Notification of Award and Signing of Agreement.

The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

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

The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

29. Corrupt or Fraudulent Practices

The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

Appendix to Invitation To Bidders (ITB)

Instructions to Bidders Clause Reference

- (1.1) The Employer is **Executive Engineer, U.P. P.W.D.**
Represented by : E.E., C.D.-2, Div, P.W.D. Gorakhpur.
- (1.1) The Works is Construction of following road with allied works as Shown below
Name of Work :- As Per BOQ
- (2.1) The State is Uttar Pradesh
- (3.1) Eligible Bidders are: Contractors registered with –Public Works Department in class ‘A/B/C/D as the case may be.
- (4.4. B) (b)(i) The key equipments for road works and field testing laboratory Road Works are:
FOR ROAD WORKS

Name of the Equipment	Quantity
	Cost of works between Rs. 10.00 to 40.00 Lacs
1. Tar Boiler	1
2. Mixture	1
3. Concrete Mixture	1
4. Water Tanker	1
5. Diesel Road Roller	1
(8-10 Ton Capacity)	1
6. Vibratory Roller	1
7. Tractor	1
8. Truck	1
9. Hot mix plant with sensor paver	1
9. Air compressor	1
10. Mechanical Broom	1
11. Bitumen Distributor/ mechanical sprayer	1
12. Tipper	1
13. J.C.B.	1
14. Pockland	1

For field testing Laboratory:

All equipment should be provided at site lab and central lab as per SP-20- 2002 I.MORTH / UP P.W.D.

(4.4 B) (b) (ii)

The Number of Technical personnel, Qualifications and Experience will be as follows:

A. The Technical Personnel are:

Technical Personnel	Number	Experience in Road Works
	Between 10 to 40 Lacs	
A. Degree Holder in Civil Engineering	2	Minimum 2 years of Experience
B. Diploma holder in civil engineering	4	Minimum 2 years of Experience
C. Others Specify		

To ensure employment of Technical Personnel, the contractor would require giving the proof of payment of their salaries/ Wages by Cheque / Demand Draft.

B. For field testing laboratory:

(4.4 B) (c) (i)

The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment: J.E.'s, A.E.'s, E.E.'s, S.E.'s, and any other staff.

(4.4 B) (c) (ii)

The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:

U.P.P.W.D., R.E.S. and U.P. Irrigation. (Assistant Engineer, Executive Engineer, Superintending Engineer, Chief Engineer, Director cum Chief Engineer, Engineer-in-Chief)

In case there is no such person in his employment, his affidavit should clearly state this fact.

(7.1)

The contact person is:

Designation: **E.E. Arvind Singh**

Office of E.E, CD-2 PWD, Gorakhpur

Ph No 0551-

(11.1)

Language of the bid is: *English*

(13.2.)

Bids must be submitted only in Percentage Rate Method

(13.2)

Schedule of Rate applicable for Percentage Rate Method is: As mentioned in the bill of quantities for percentage rate bids

(16.1)

The amount of Earnest Money shall be **Rs. As Per NIT**

(16.2)

Fixed Deposit Receipt must be drawn in favour of:

Executive Engineer , C.D.-2, Div, P.W.D. Gorakhpur

(16.2)

Other acceptable forms of Bid Security pledged in favour of : **Executive Engineer , C.D.-2 Div, P.W.D. Gorakhpur** National savings certificate issued by P&T Deptt., Post Office Saving account Pass book .

(16.3)

Exemption from Earnest Money is granted to: NONE

(20.1)

The Employer's address for the purpose of Bid submission is

On line on <http://etender.up.nic.in>

(i) Office of E.E, C.D.-2, P.W.D., Gorakhpur

(ii) Office of S.E, Gorakhpur Circle, P.W.D. Gorakhpur

- (iii) Office of the D.M , Gorakhpur
- (iv) Office of the C.E, Gorakhpur Zone, Gorakhpur

(20.1) The deadline for online submission of bids shall be: **Time _12.00 Noon**
Date : As Above

(22.1) & (22.6) The date, time and place for opening of the Bid is:

Date: As Above
Time: 12.30 PM
Place: Executive Engineer Construction
Division-2 PWD, Gorakhpur

Signature of Employer/ Authorised Signatory

Date :

SECTION - 3

Qualification Information

(Applicable for bids costing more than Rs. 10.00 Lacs)

(Following informations shall be furnished by the contractor on a non-judicial stamp paper of Rs. 100/- only.)

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders

1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid	[attach copy] _____ _____ _____ _____ [Attach]
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In lakhs)

1.3 1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge
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Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going construction works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

(B) Works for which bids already submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 b (b) of the Instructions to Bidders.

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased

Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. (Sample format attached).

Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

Proposed Programme (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

SECTION - 4

General Conditions of Contract for Construction work upto value of Rs. 40.00 Lacs

A. General

1. Definitions

Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The Completion Date is the date of completion of the Works as certified by the Engineer, in the bid document.

The Contract is the Contract between the Employer (Executive Engineer / Assistant Engineer) and the Contractor to execute and complete works.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is one year calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The Employer (Executive Engineer) is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including routine maintenance,. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Engineer (Assistant Engineer) is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract. The Intended Completion Date may be revised only by the competent authority S.E / E.E. by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

The Site is the area defined as such in the Contract.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A Variation is an instruction given by the competent authority , which varies the Works.

The Works, as defined in the Contract, are what the Contract requires the Contractor to construct.

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The competent authority will provide instructions clarifying queries about these Conditions of Contract.

If sectional completion is specified in the Contract, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

The documents forming the Contract shall be interpreted in the following order of priority:

1. Agreement,
2. Notice to Proceed with the Work,
3. Letter of Acceptance,
4. General Conditions of Contract Part I,
5. Specifications,
6. Drawings,
7. Bill of Quantities

3. Language and Law

The language of the Contract and the law governing the Contract are stated in the Contract.

4. Employer's Decisions

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

All Certificate, notices or instructions to be given to the contractor by Employer / Engineer shall be sent on the address or contact details given by the contractor in Section 6- Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in bid document. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Personnel

The Contractor shall employ for the construction work the technical personnel named in the Appendix or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

8. Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks that this Contract states are Contractor's risks.

9. Employer's Risks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

10. Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

11. Site Investigation Reports

The Contractor, in preparing the Bid, may rely on his own site visit before submitting the bid.

12. Contractor to Construct the Works

The Contractor shall construct, the Works in accordance with the Specifications and Drawings.

The contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract.

13. The Works to Be Completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

14. Approval by the Engineer

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.

The Contractor shall be responsible for design of Temporary Works.

The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

15. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

16. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

17 Possession of the Site

17.1 The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme. At the start of the work, the employer shall handover the possession of at-least 75% of the site.

18. Access to the Site

18.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

- a. The Engineer
- b. The Employer
- c. Government of Uttar Pradesh.

19. Instructions

19.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

20. Dispute Redressal System

If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract, above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

Either party will have the right of appeal, against the decision of the competent authority, to the arbitration if the amount appealed exceeds rupees one lakh.

21 Procedure for Resolution of Disputes

The Competent Authority mentioned as mentioned below shall give a decision in writing within 45 days of receipt of a notification of a dispute.

Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under the Arbitration and Conciliation Act 1996. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.

Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. 40 lacs and below shall be referred to a sole Arbitrator. The sole Arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, by the appointing authority, namely the Chief Engineer, P.W.D.

Arbitration proceedings shall be held at a place decide by the arbitrator and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Subject as aforesaid the provision of the Arbitrational acts 1940 or any statutory modification or reenactment thereof and the rules made there under and for the time being enforce shall apply to the arbitration proceeding under the clause . The sole arbitrator to be appointed by the chief engineer shall be of the status given below

1. for claims or amount in disputed of not over Rs. 20000/- in case of work order and in case of contract accepted by an Assistant Engineer / Executive Engineer.

An Executive Engineer of UP. P.W.D.

2. for claims or amounts in disputed of over Rs. 20000/- but not over Rs. 200000/-.

Suprintending Engineer of UP. P.W.D.

3. for claims or amounts in disputed aggregating to more than Rs. 200000/- but not more than Rs. 4000000/-

Chief Engineer of UP Government

B. TIME CONTROL

22. Programme

Within the time stated in the Contract, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

The Contractor shall submit the list of equipment and machinery as required being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer for approval an updated Programme at intervals of *60 Days* no longer than the period stated in the Contract. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

23 Extension of the Intended Completion Date

The competent authority shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

24. Delays Ordered and work progress by the engineer

24.1 The competent authority may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer.

(a) Milestones to be achieved during the contract period

- (1) 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction
- (2) 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction
- (3) 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of construction

(b) Amount of liquidated damages for delay in completion of works

For Whole of work
1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week.

(c) Maximum limit of liquidated damages for delay in completion of work.

10 per cent of the Initial Contract Price rounded off to the nearest thousand.

C. Quality Control

25 Identifying Defects

25.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

26.

26.1 For Carrying out mandatory tests as prescribed in the specification. The Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipments as specified in the Contract Data. The contractor shall be solely responsible for :

- a. rrying out the mandatory tests prescribed in the Specifications, and
- b. r the correctness of the test results, whether preformed in his laboratory or elsewhere.

26.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Rural Roads Manual to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

27. ection of Defects noticed during the Defect Liability Period.

27.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

28. rrected Defects

28.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period as per condition of contract and of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. Cost Control

29. of Quantities

The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, works to be done by the Contractor.

The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads.

30. iations

30.1 The competent authority shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

31. nts for Variations

If rates for variation items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation to any extent on either side.

If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

If the rate for Variation item cannot be determined in the manner specified as above, the Contractor shall, within 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district PWD. The decision of the competent authority on the rate so determined shall be final and binding on the Contractor.

32. h Flow Forecasts

32.1 When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

33. ment Certificates

33.1 The payment to the contractor will be as follows for construction work:

The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books authorised by UP. P.W.D. .

(b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.

(c) The value of work executed shall be determined, based on measurements by the Engineer.

(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

(e) The value of work executed shall also include the valuation of Variations and Compensation Events.

(f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(g) The Payment of final bill shall be governed by the provisions of contract.

34. ments

34.1 Payments shall be adjusted for deductions for advance payments security deposit, and any other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 15 days of the date of each certificate.

34.3 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

35. nsation Events

The following shall be Compensation Events unless they are caused by the Contractor:

- a) The Engineer orders a delay or delays exceeding a total of 30 days.
- b) The effects on the Contractor of any of the Employer's Risks.

If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The competent authority shall decide whether and by how much the Intended Completion Date shall be extended.

36.

36.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. Taxes shall be paid extra as per rule on items mentioned in bill of Quantity.

37. Security Deposit/ Retention and Release of Performance Security and Security Deposit/ Retention.

37.1 On the completion of the whole of the construction Work half the total amount retained as Security Deposit is repaid to the contractor after the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of his period have been corrected.

38. Liquidated Damages

The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in clause 24 for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the same clause. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

39. Cost of Repairs

39.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

40. Completion of Construction.

40.1 The contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed.

41. Handing Over

41.1 The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works.

42. Final Account

The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the contractor and complete. If the account is not correct or complete, the engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

In case the account is not received within 21 days of issue of Certificate of Completion as provided above. The Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 60 days thereafter.

43. rating and Maintenance Manuals

If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract.

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract from payments due to the Contractor.

44. mination

The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined above.
- f)
- g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practise" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) any other fundamental breaches as specified in the Contract Data.
- k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

45. nt upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit. If any amount is still left un-recovered it will be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

46. perty

- 46.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

F. Other Conditions of Contract

47. ur

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

48. PLIANCE WITH LABOUR REGULATIONS

- 48.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

49 Criminals are prohibited from bidding

a Any bidders having **criminal record** is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organised crime or gangster activities or Mafia or Goonda or Anti social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**

b. The bidder has to produced character certificate, Solvency certificate, self declaration affidavit (on the prescribed proforma which are attached with the bid document) etc., issued by the competent authority in original with bid document.

50 Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid shall be automatically cancelled.**

Appendix General Condition of Contract

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
- i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

q) Arbitration and Conciliation Act, 1996: - The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award appeals.

SECTION – 5

Specifications & Drawings

Shall be attached as per nature of work.

SECTION - 6

Form of Bid

Notes on Form of Bid
The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To [name of Employer] GOVERNOR OF UTTAR PRADESH represented by E.E., Div, PWD.....

Address [insert address] _____

Description of the Works _____

1. I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for

a) For percentage rate..... percentage below/ percentage above/ at par with the rate entered in the bill of quantity.

2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and bidding capacity specified in the bid document (applicable for works costing more than Rs. 10.00 lacs)

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Authorized Address of communication: _____

Telephone No(s): (Office): _____

Mobile No. : _____

Facsimile (FAX) No.: _____

Electronic Mail Identification (E-Mail ID): _____

SECTION - 7

Bill of Quantities Preamble

1. The Bill of Quantities shall be read in conjunction with the details Instructions to bid documents, Conditions of Contract, Specifications and Drawings.

2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.

1. Arithmetic errors will be corrected by the Employer.

Bill of Quantities For Percentage rate bids

SR No.	Description of item (with brief specification and reference to book of specification)	Unit	Quantity	Rate In		% above or below (To be filled by contractor)
				Fig.	Word	

Signature of the contractor

SECTION - 8

Letter of Acceptance and Other Forms

OFFICE OF THE EXECUTIVE ENGINEER,

..... DIV., PWD,

NO.....

DATED

LETTER OF ACCEPTANCE

To,

M/s
.....
.....

This is to notify you that on behalf of the Employer, the Executive Engineer, Div., PWD, has accepted your Bid dated for execution of the District-..... for the Contract Price of Rs..... (Rs.....only) is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, in the form detailed in Cl.32 of ITB for an amount of Rs. (Rs.....) within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period (i.e. up to) and sign the contract, failing which action as stated in Cl. 32.3 of ITB will be taken.

Yours faithfully,

Executive Engineer, Div.,
P.W.D.

No. & Dated as above.

Copy to A.E..... Div., P.W.D., for information & necessary action.

Executive Engineer, Div.,
P.W.D.

(b) Standard Form of Agreement

Notes on Standard Form of Agreement
The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 26).

Standard Form: Agreement

Agreement

This agreement, made the day of of 2005 . between Executive Engineer ,

Div , P.W.D.

(hereinafter called “the Employer”) of the one part, and

.....
.....
.....

[name and address of Contractor] (hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute the Work of District-

..... (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees

(Rs.....only)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor’s Bid;
 - iv) Contract Data;
 - v) Special Conditions of contract and General Conditions of Contract;
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and

ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

Executive Engineer, Div.,
P.W.D.

was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said To,

.....
.....
.....

in the presence of: Assistant Engineer

Binding Signature of Employer authorised representative

Executive Engineer, Div.,
P.W.D.

Binding Signature of Contractor

.....
.....
.....