



e- TENDER DOCUMENT

APRIL 2026

Issued by:

Prayagraj Municipal Corporation 1,
Sarojini Naidu Marg, Civil Line
Prayagraj, Uttar Pradesh – 211001
e-mail: pwcaldnn@gmail.com

Contents

1. Introduction	3
2. RFP Bid data sheet	4
Instructions to Bidders (ITB)	5
1. Scope of Bid	5
2. Eligible Bidder	5
3. Technical Eligibility.....	5
B. Bidding Documents	7
4. The set of bidding documents comprises the documents listed below	7
5. Clarification of bidding documents.....	9
6. Amendment of bidding documents	9
C. Preparation of Bids.....	9
7. Language of bid.....	9
8. Currencies of bid.....	9
9. Earnest money.....	10
10. Performance security.....	10
11. Format and signing of bid	11
D. Submission of Bids	11
12. Uploading of bids	11
13. Deadline for submission of bids	11
14. Late bids	11
E. Bid Opening and Evaluation	11
15. Bid opening	11
16. process to be confidential	11
17. Clarification of bids and contacting the employer	10
18. Correction of errors	10
19. Evaluation and comparison of bids	10
20. Price Preference	10
F. Award of Contract	11
General Conditions of Contract	13
1. Definitions.....	13
2. Interpretation	14
3. Language and Law.....	15
4. Employer's Decisions	15
5. Delegation.....	15
6. Communications	15
7. Personnel	15
8. Employer's and Contractor's Risks	15
9. Employer's Risks.....	16
10. Contractor's Risks.....	16
11. Site Investigation Reports	16
12. Contractor to Construct the Works	16
13. The Works to Be Completed by the Intended Completion Date	16
14. Safety	16
15. Discoveries	16
16. Possession of the Site	16
17. Access to the Site	17

18. Instructions	17
19. Dispute Redressal System	17
B. TIME CONTROL	17
21. Extension of the Intended Completion Date	18
22. Delays Ordered and work progress by the Engineer In-charge	18
C. Quality Control	18
24. Tests	18
25. Record Keeping	19
26. Correction of Defects noticed during the Defect Liability Period	19
27. Uncorrected Defects	19
D. Cost Control	19
29. Variations	19
30. Payments for Variations	20
31. Cash Flow Forecasts	20
32. Payment Certificates	20
33. Procedure for Resolution of Disputes	20
34. Compensation Events	21
35. Tax	21
36. Security Deposit/ Retention and Release of Performance Security and SecurityDeposit/ Retention. 21	
37. Liquidated Damages	21
38. Penalty	22
39. Cost of Repairs	22
E. Finishing the Contract	22
41. Taking Over	22
42. Final Account	22
43. Termination	23
44. Payment upon Termination	23
45. Property	24
F. Other Conditions of Contract	24
47. Compliance with Labour Regulations	24
48. Prohibition from bidding	25
49. List of Roads in this Project	Error! Bookmark not defined.
Covering Letter	26
Appendices	27
Bank Guarantee Bond for Performance Security	27
Standard Form of Agreement	29
Letter for Blacklisting	30
Declaration Letter	31
Financial Turnover	31

1. Introduction

This project is a strategic initiative aimed at enhancing the infrastructure and ambiance of Prayagraj city areas for the approach of devotees and visitors, setting the stage for the Mahakumbh Mela in 2025. This project focuses on creating and augmenting road infrastructure.

Contents of Request for Proposal

The Request for Proposal (RFP) consists of Volumes viz.

Instruction to Bidders

Volume 1 details the instructions with respect to the Bid process management, technical evaluation framework, and the technical & financial forms.

Scope of work including Functional & Technical Specifications

Volume 2 of the RFP provides information related to Scope of work for Bidder, Bidders obligations, Employer's Requirements and Specifications

General Conditions of Contract

Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

2. RFP Bid data sheet

Prayagraj Municipal Corporation (PMC) 1, Sarojini Naidu Marg, Prayagraj- 211001 Uttar Pradesh.		
1.	Name of the work	As per NIT
2.	Mode of Bid Submission	e-tendering https://etender.up.nic.in
3.	Method of Selection	Least (L1) cost-based selection
4.	Period of Completion	As per NIT
5.	Tender Document Fee	As per NIT
6.	EMD/Bid Security	As per NIT
7.	Estimated value of bid	As per NIT
8.	Account details for EMD/Bid Security & Tender Fee	<p>EMD/Bid Security Bank details:</p> <p>1) Name of the Bank: INDUSIND BANK 2) Account No.: 100116210062 3) IFSC CODE: INDB0000124</p> <p>Tender document Fee Bank details:</p> <p>1) Name of the Bank: INDUSIND BANK 2) Account No.: 100116210130 3) IFSC CODE: INDB0000124</p>
9.	Date / Time of Publication of Tender document on e-Procurement portal	As per NIT
10.	Last Date & Time for Submission of Tender online.	As per NIT
11.	Date & Time Bid Opening (Technical Bid)	As per NIT
12.	Consortium	Not allowed
13.	Startup & MSME exemption	Not allowed
14.	True copy of FDR Submission Address	Prayagraj Municipal Corporation Office,1, Sarojini Naidu Marg, Prayagraj (U.P) – 211001
15.	Contact Details for the queries(if any)	Chief Engineer (Civil) Prayagraj Municipal Corporation email ID: pwcaldnn@gmail.com Mobile No. +91-7380584564

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1. PMC as defined in the Bid Data Sheet invites bid for the **project mentioned in NIT** and referred to as “the works”. The bidders may submit bids for all of the works detailed in the Bid Data sheet. Bid for each work should be submitted separately.
- 1.2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Bid Data Sheet.
- 1.3. Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. Eligible Bidder

- 2.1 Invitation for bids is open to bidders to registered contractors of category A/ B/ C and who qualify in their bidding capacity.
- 2.2 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.
- 2.3 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 **organized 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.**
- 2.4 The bidder has to produce character certificate, Solvency certificate, self-declaration affidavit (on the prescribed Performa which is attached with the bid document) etc., issued by the competent authority in original with bid document.
- 2.5 Tenders submitted by bidders who have five pending works previously sanctioned by the Prayagraj Municipal Corporation shall not be taken into consideration.
- 2.6 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 any bar council, **the bid shall be declared non-responsive/invalid.**

3. Technical Eligibility

- 3.1 All bidders shall adhere and comply with below mentioned eligibility criteria:

Sl. No.	Eligibility Criteria	Documentary Proof
1	The Bidder shall be an existing company registered in India under the Company Act, 1956 or Companies Act, 2013 or a partnership firm registered under the Partnership Act, 1932 or registered (converted to) under the Indian Limited Liability Partnership Act or Proprietorship firm.	LLP/Partnership/Registration certificates/ GST Certificate and PAN Card.

2	General Power of Attorney/Special Power of Attorney substantially notarized to be submitted by firm/tenderer in favour of the person who has signed the tender/will sign the	Notarized copy of Power of Attorney
	agreement, the tender documents with telephone No. and complete postal address.	
3	The bidder should have minimum of 3 years' experience in Similar Works one similar work (work order) of not less than 80% of this tender value in any ULB/Government Agency/PSUs in India. OR two similar works (work order) of not less than 60% of this tender value in any ULB/Government Agency/PSUs in India. OR three similar works (work order) of not less than 40% of this tender value in any ULB/Government Agency/PSUs in India.	Work Order/ Work completion certificate from the client
4	The Bidder should have Average Annual Turnover of at least 100% of the tender value in last three financial years. Years to be considered are: 2022-23; 2023-24. 2024-25;	CA Certificate along with Audited Financial Statements
5	The bidder should have valid registration under Labour Regulation and Abolition Act.	Registration Certificate
6	The bidder should have valid registration under Employees' Provident Fund (EPF).	Registration certificate
7	The bidder should have valid registration under Employees' State Insurance Corporation (ESIC).	Registration certificate
8	The Bidder should not be blacklisted/ debarred or terminated due to Non-Performance under any contract by any Government/ Government Board/ any Urban Local Body of the Country/ Corporation Company/Statutory Board/ PSU company in past three years of bid due date. An undertaking to this effect in ₹ 10 notarized non – judicial stamp paper should be uploaded.	(Affidavit to be submitted in notarized non-judicial stamp paper of ₹ 10.00)
9	the Bidder must have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. An undertaking to this effect in ₹ 10 notarized non – judicial stamp paper should be uploaded.	(Affidavit to be submitted in notarized non-judicial stamp paper of ₹ 10.00)

10	The proprietor or Partners of the Bidder should submit valid character certificate issued by District Magistrate	Valid character certificate
11	The proprietor or Partners of the Bidder should submit valid solvency certificate issued by District Magistrate	Valid solvency certificate
12	The bidder should own or hire Hot Mix Plant within 50 kilometers from PMC Head office. (in case of bitumen road only)	Plant ownership documents like invoices etc/ Registered Lease Agreement with third party
13	The bidder should submit a declaration of hot mix plant along with address within 50 kilometers from PMC head office. (in case of bitumen road only)	(Affidavit to be submitted in notarized non-judicial stamp paper of ₹ 10.00)

3.2 Bids from joint venture are not allowed.

a) Each bidder must demonstrate:

- (i) Availability for construction work, of the owned, key equipment stated in the Appendix to ITB including equipment 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;

3.3 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 PMC.

3.4 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.

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

3.6 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.

3.7 Municipal Commissioner, Prayagraj Municipal Corporation, Prayagraj reserve the right to cancel the tender in case of any dispute without giving any reason.

B. Bidding Documents

4. The set of bidding documents comprises the documents listed below:

- a) Notice Inviting Tender
- b) Instructions to Bidders
- c) Qualification Information
- d) Conditions of Contract
- e) Bill of Quantities
- f) Form of Bid
- g) Form of Agreement

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

5. Clarification of bidding documents

A prospective bidder requiring any clarification of the bidding document may notify PMC in writing or by cable ("cable" includes Telex and facsimile) at PMC e-mail indicated in the Bid Data Sheet. PMC will respond to any request for clarification received earlier than 7 Days prior to the deadline for submission of bid. Copies of PMC's response will be forwarded to all bidders of the bidding documents, including a description of the enquiry, but without identifying its source

6. Amendment of bidding documents

- 6.1. Before the deadline for submission of bids, PMC may modify the bidding documents by issuing addenda.
- 6.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in e-tender website. Prospective bidders shall acknowledge receipt of each addendum by cable to PMC.

C. Preparation of Bids

7. Language of bid

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

The Bid submitted by the Bidder shall be uploaded in up e-tender website.

- a. The Contract shall be for the whole Works, as described in contract, based on the priced Bill of Quantities submitted by the Bidder.
- b. The Bidder shall adopt the Percentage Rate Method.
- c. Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in Bill of Quantity.
- d. All duties, GST, taxes, royalties and other levies payable by the Contractor under the Contract,

or for any other cause, shall be included in the total Bid price submitted by the Bidder.

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

8. Currencies of bid

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

- 8.1. 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 PMC as non-responsive.
- 8.2. In exceptional circumstances, prior to expiry of the original time limit, PMC 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.

9. Earnest money

- 9.1. The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Bid Data Sheet.
- 9.2. Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the bid document shall be rejected by PMC as non-responsive.
- 9.3. The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period.
- 9.4. The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 9.5. The Earnest Money may be forfeited:
- if the Bidder withdraws the Bid after bid opening during the period of Bid validity;
 - in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - sign the Agreement; and / or
 - Furnish the required Performance Security.

10. Performance security

Successful e-tenderer will have to pay the Performance Security Deposit @ 10% of Contract Value in form of Fixed Deposit Receipt or Bank Guarantee of any Scheduled Bank or Nationalized Bank located in Prayagraj, in the name of "Chief Engineer, Prayagraj Municipal Corporation," Prayagraj, and shall have to enter into an agreement on a stamp paper of appropriate value must be submitted, and if the contractor fails to submit the agreement deed in the stipulated time limit, the E.M.D. for this contract will be forfeited and the contractor will be black listed for this work of PMC. An additional performance security will be imposed as per the GO no. स या :- 622/23-12- 2012- 2 ि०००ऑडट/08 टी0सी0-2.

The Performance Security should be submitted in form of Bank Guarantee (BG) of any nationalized bank within 7 days from the date of issue of Work Order. The BG should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations

i.e., Defect Liability Period. It shall be refunded to the successful bidder without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion.

11. Format and signing of bid

- 11.1. The Bidder shall submit one set of the bid comprising of the documents as described in bid document.
- 11.2. 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.
- 11.3. The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by PMC, 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

12. Uploading of bids

The Bidder shall upload his bid in <https://etender.up.nic.in/nicgep/app>

13. Deadline for submission of bids

- 13.1. Complete Bids must be received by PMC 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 PMC, the Bids will be received up to the specified time on the next working day.
- 13.2. PMC may extend the deadline for submission of bids by issuing an amendment.

14. Late bids

Any Bid received by PMC after the deadline prescribed in bid document will not be entertained.

E. Bid Opening and Evaluation

15. Bid opening

- 15.1. PMC will open the bids received (except those received late) as per the date mentioned in NIT.
- 15.2. In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as PMC may consider appropriate, will be announced by PMC at the opening.

16. 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 PMC's processing of bids or award decisions may result in the rejection of his Bid

17. Clarification of bids and contacting the employer

- 17.1. No Bidder shall contact PMC on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 17.2. Any attempt by the bidder to influence PMC's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

18. Correction of errors

- 18.1. Bids determined to be substantially responsive will be checked by PMC for any arithmetic errors. Errors will be corrected by PMC 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.
 - c) PMC will not be liable for any discrepancies in the BoQ.
- 18.2. The amount stated in the Bid will be adjusted by PMC 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.

19. Evaluation and comparison of bids

- 19.1. PMC will evaluate and compare only the bids determined to be substantially responsive.
- 19.2. In evaluating the bids, PMC will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors.
- 19.3. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer In-charge's estimate of the cost of work to be performed under the contract, PMC 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, PMC 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 PMC against financial loss in the event of default of the successful Bidder under the Contract. An additional performance security will be imposed as per the GO no. स या:- 622/23-12- 2012- 2 ि००ऑडट/08 टी0सी0-2.

20. Price Preference

There will be no price preference to any bidder.

F. Award of Contract

21. Award Criteria

21.1. PMC 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
- (iii) The bidder shall be selected on L1 (Least Cost Based Selection) method

21.2. Notwithstanding the above Clause, PMC 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 PMC's action.

21.3. The bidder whose Bid has been accepted will be notified of the award by PMC prior to expiration of the Bid validity period by e-mail. This letter (hereinafter and in the Part I General Conditions of Contract called the "Letter of Acceptance") will state the sum that PMC 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").

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

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

21.6. The successful bidder will have to sign the agreement within 7 (seven) days of issue of Letter of Acceptance (LoA).

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

22. List of documents to be submitted by the bidder:

Sl. No.	Documents	Status of submission
1	Power of Attorney	
2	Agency registration Certificate	
3	Tender fee-RTGS	
4	EMD (FDR/CDR/RTGS)	
5	Turn over certificate	
6	Experience Certificate	
7	PAN Card	

8	GSTIN registration certificate	
9	Labour registration certificate	
10	EPFO registration certificate	
11	ESIC registration certificate	
12	Character Certificate (issued by District Magistrate/competent authority)	
13	Solvency Certificate (issued by District Magistrate/competent authority)	
14	Declaration of Blacklisting (Notarized)	
15	Declaration of non-performance (Notarized)	

NOTE: - *The bidder must submit original copies of Tender fee & EMD on or within 1 day from the time for Submission of Tender online.*

Sd/-
Chief Engineer
Prayagraj Municipal Corporation

General Conditions of Contract

A. General

1. Definitions

- 1.1 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.
- 1.2 Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- 1.3 The Completion Date is the date of completion of the Works as certified by the Engineer In-charge.
- 1.4 The “Contract” is the agreement between PMC and the Contractor to execute and complete works.
- 1.5 The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by PMC.
- 1.6 The Contractor's Bid is the completed bidding document submitted by the Contractor to PMC.
- 1.7 The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.8 Days are calendar days; months are calendar months.
- 1.9 A Defect is any part of the Works not completed in accordance with the Contract.
- 1.10 The Defects Liability Certificate is the certificate issued by Engineer In-charge, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.
- 1.11 The Defect liability period will be 2 (two) years for this project.
- 1.12 Drawings include calculations and other information provided or approved by the Engineer In-charge for the execution of the Contract.
- 1.13 PMC is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including routine maintenance. PMC may delegate any or all functions to a person or body nominated by him for specified functions.
- 1.14 The Engineer In-charge is the employ of PMC who is responsible for supervising the execution of the Works and administering the Contract.
- 1.15 Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- 1.16 The Initial Contract Price is the Contract Price listed in PMC's Letter of Acceptance.

- 1.17 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.
- 1.18 Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.
- 1.20 The Site is the area defined as such in the Contract.
- 1.21 Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.
- 1.22 Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer In-charge.
- 1.23 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.
- 1.24 Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- 1.25 A Variation is an instruction given by the competent authority, which varies the Works.
- 1.26 The Works, as defined in the Contract, are what the Contract requires the Contractor to construct.

2. Interpretation

- 2.1 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.
- 2.2 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).
- 2.3 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
 5. 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

- 4.1 Except where otherwise specifically stated, the Engineer In-charge will decide contractual matters between PMC and the Contractor in the role representing PMC. However, if the Engineer In-charge is required under the rules and regulations and orders of PMC to obtain approval of some other authorities for specific actions, he/she will so obtain the approval.
- 4.2 Except as expressly stated in the Contract, the Engineer In-charge shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

The Engineer In-charge, with the approval of PMC, 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 In-charge 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 PMC/ Engineer In-Charge 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

- 7.1 The Contractor shall employ for the construction work the technical personnel named in the Appendix or other technical persons approved by the Engineer In-charge. The Engineer In-charge 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.
- 7.2 If the Engineer In-charge 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.
- 7.3 The Contractor shall not employ any retired Gazetted officer who has worked in any 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

PMC 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

PMC is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in PMC'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

- 12.1 The Contractor shall commence the works within 3 days of issue of Work Order. Penalty shall be imposed in case of delay in commencement of work as per Clause 38 of General Conditions of Contract.
- 12.2 The Contractor shall construct, the Works in accordance with the BoQ and instructions of PMC.
- 12.3 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 In-charge, and complete them by the Intended Completion Date.

14. Safety

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

15. Discoveries

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

16. Possession of the Site

PMC shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme.

17. Access to the Site

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.

18. Instructions

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

19. Dispute Redressal System

- a) 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 In-charge, 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.
- b) 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.

B. TIME CONTROL

20. Programme

- 20.1 Within the time stated in the Contract, the Contractor shall submit to the Engineer In-charge 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.
- 20.2 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/ equipment being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer In-charge shall cause these details to be verified at each appropriate stage of the programme.
- 20.3 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.
- 20.4 The Contractor shall submit to the Engineer In-charge 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 In-

charge 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.

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

21. Extension of the Intended Completion Date

- 21.1 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.
- 21.2 The Engineer In-charge shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer In-charge 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.

22. Delays Ordered and work progress by the Engineer In-charge

- 22.1 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 PMC.

C. Quality Control

23. Identifying Defects

The Engineer In-charge 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 In-charge may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer In-charge considers may have a Defect.

24. Tests

- 23.1 For Carrying out mandatory tests as prescribed in the specification. The Contractor shall establish field laboratory at the location decided by Engineer In-charge. The field laboratory will have minimum equipment as specified in the Contract Data. The contractor shall be solely responsible for:
- a. Carrying out the mandatory tests prescribed in the Specifications, and
 - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

23.2 If the Engineer In-charge 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.

25. Record Keeping

25.1 The successful bidder shall be responsible to maintain the following records at site and produce as and when required including TPIA visits:

- a) Contract Agreement
- b) Good For Construction Drawings
- c) Site Order Book
- d) Material Testing Register
- e) T&P Register
- f) Stage Passing Register
- g) Mix Design
- h) Bar Bending Schedule

In case any of the above records are not produced during site visit the successful bidder shall be penalized as per Clause 38.

26. Correction of Defects noticed during the Defect Liability Period.

25.2 The Defect Liability Period for this project shall be valid for 1 (one) year.

25.3 The Engineer In-charge 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.

25.4 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 In-charge's notice.

27. Uncorrected Defects

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 In-charge, within the time specified in the Engineer In-charge's notice, the Engineer In-charge will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. Cost Control

28. Bill of Quantities

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

29. Variations

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 In-charge for Variations, unless followed by written confirmation, shall not be taken into account.

30. Payments for Variations

- a) 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.
- b) If the rates for Variation are not specified in the Bill of Quantities, the Engineer In-charge shall derive the rate from similar items in the Bill of Quantities.
- c) 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 In-charge the rate which he proposes to claim, supported by analysis of the rates. The Engineer In-charge 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.

31. Cash Flow Forecasts

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

32. Payment Certificates

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

- a) The Contractor shall submit to the Engineer In-charge 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 PMC.
- b) PAYMENT OF SALARIES AND WAGES: The contractor is required to pay Salaries / wages of contracted staff deployed at site along with all statutory payments like, PF, ESIC etc. In case PMC of TPIA asked for the same, the contractor shall furnish all the statutory payments as well as the bank statement of payment done to staff.
- a) The Engineer In-charge shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
- b) The value of work executed shall be determined, based on measurements by the Engineer In-charge.
- c) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- d) The value of work executed shall also include the valuation of Variations and Compensation Events.
- e) The Engineer In-charge 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.
- f) The Payment of final bill shall be governed by the provisions of contract.

33. Procedure for Resolution of Disputes

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

33.2. 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.

33.3. Where the Initial Contract Price as mentioned in the Acceptance Letter 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 In-charge, PMC.

32.3. 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.

32.4. Subject as aforesaid the provision of the Arbitrational acts 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being enforce shall apply to the arbitration proceeding.

34. Compensation Events

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

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

33.2. 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.

35. Tax

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. PMC 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.

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

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 In-charge has certified that all defects notified by the Engineer In-charge to the contractor before the end of his period have been corrected.

37. Liquidated Damages

- a) The Contractor shall pay liquidated damages to PMC at the rate of 1% per week 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 10% of Contract value. PMC may deduct liquidated damages from payments

due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

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

38. Penalty

- a) In case of any delay in work as per the PERT chart or timeline decided in the contract, PMC shall impose a penalty of 1% per week of delay.
- b) In case of any deviation in labour laws during work, PMC shall impose a penalty of ₹ 5000/- per event.
- c) In case of any incident of poor workmanship, PMC shall impose a minimum penalty of ₹ 50,000/- per event.
- d) In case the successful bidder fails to produce the records as mentioned in Clause 25.1, PMC shall impose a penalty of ₹ 5000/- per record per event.
- e) In case of any incident of use of substandard or below standard construction material, PMC shall impose a minimum penalty of ₹ 50,000/- per event.
- f) In case of Delay in start of work post award of Work Order, PMC shall impose a minimum penalty of ₹ 25,000/- per day.

39. Cost of Repairs

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.

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

41. Taking Over

PMC shall take over the works within seven days of the Engineer In-charge issuing a certificate of completion of works.

42. Final Account

- a) The contractor shall supply the Engineer In-charge 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 In-charge shall issue a defect liability certificate and certify any payment that is due to the correct and complete. If the account is not correct or complete, the Engineer In-charge 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 In-charge 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.
- b) In case the account is not received within 21 days of issue of Certificate of Completion

as provided above. I above, the Engineer In-charge 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. Termination

42.1. PMC may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

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

- a) the Contractor stops work for 7 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer In-charge;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer In-charge 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 In-charge;
- d) 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.
- e) if the Contractor, in the judgement of PMC, 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 anything 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 PMC 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 PMC of the benefits of free and open competition.
- f) 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;
- g) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- h) any other fundamental breaches as specified in the Contract Data.
- i) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.

42.3. Notwithstanding the above, PMC may terminate the Contract if the contract found guilty being in non-compliance to follow any government rules/guidelines which are not mentioned in this RFP but required under obligations of such contracts.

42.4. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the site with in seven (7) days of the termination.

44. Payment upon Termination

- a) If the Contract is terminated because of a fundamental breach of Contract by the

Contractor, the Engineer In-charge 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 PMC 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 PMC.

- b) If the Contract is terminated at PMC's convenience, the Engineer In-charge 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.

45. Property

All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of PMC 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

46. Labour

- a) 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.
- b) The Contractor shall, if required by the Engineer In-charge, deliver to the Engineer In-charge a return in detail, in such form and at such intervals as the Engineer In-Charge 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 In-charge may require.

47. Compliance with Labour Regulations

- a) 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 PMC indemnified in case any action is taken against PMC 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 PMC 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 In-charge/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. PMC/Engineer In-charge 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

PMC.

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

48. Prohibition 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 **organized 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 produce 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.
- c) 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.

Covering Letter

FROM:-

(Full name and address of the Bidder)

.....
.....

To:

The Chief Engineer Prayagraj
Municipal Corporation
1, Sarojini Naidu Marg
Prayagraj, Uttar Pradesh – 211001

Subject:- Offer in response to e-tender specification No: _____

Sir,

We hereby submit our offer in full compliance with terms & conditions of the above e- tender. A blank copy of the e-tender, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions.

We confirm that, we have the capability to implement _____(Project Name), in Prayagraj (Supporting document in proof of capacity should be attached)

The e-tender is to be uploaded in two separate files named **Part-I for technical bid & Part-II for Financial Bid** only.

(Signature of Bidder)

With Seal

Note: This letter should be uploaded in Bidder's letter head.

Appendices

Bank Guarantee Bond for Performance Security

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To

<Signing PMC>Dear Sir/Madam,

Sub: Your Contract

No. _____ dated

_____ for

1. You, on behalf of PMC, have entered into a contract with reference no as given above (herein after referred to as the contractor) for the development, fabrication and supply of (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the contractor has undertaken to produce a bank guarantee for Rs. (Rupees _____ only) being ___% of the total value of the said stores supplied to you, for the due fulfilment of its obligations to PMC for due performance as per the contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the contractor that in the event that PMC submits a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs. (Rupees _____ only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date:

Sd.....

Place:

Bankers

Seal of the Bank

Witness:

1.

2.

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

Agreement

This agreement, made the day of of 20---- . between Engineer-In-Charge, Prayagraj Municipal Corporation (hereinafter called “PMC”) of the one part, and..... [name and address of Contractor] (hereinafter called “the Contractor” of the other part).

Whereas PMC is desirous that the Contractor execute the Work of..... District (hereinafter called “the Works”) and PMC 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 PMC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with PMC to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. PMC 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:
 1. Letter of Acceptance;
 2. Notice to proceed with the works;
 3. Contractor’s Bid;
 4. Contract Data;
 5. General Conditions of Contract;
 6. Bill of Quantities; and
 7. 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.

Name, Seal and Signature of Employer

Name, Seal and Signature of Contractor

Witness:

1.

2.

Letter for Blacklisting

(To be submitted on Notarized Non-Judicial Stamp Paper)

To,
The Chief Engineer
Prayagraj Municipal Corporation,
1, Sarojini Naidu Marg, Civil Lines, Prayagraj – 211001

Subject: Letter of Declaration for not have been Blacklisted/ Debarred/ terminated/ withdrawn or fail to execute the services in accordance with tender/ agreement with any ULB/PSUs/Government Agency by the Bidder

We, *[Name of Firm]* have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies till the date of submission of this tender.

In case declaration made by us found not correct, Client has the rights to reject our proposal or agreement at any stage and forfeit our EMD and Performance Security.

For *[Name of Firm]*,

Authorized Signatory *[In full and initials]* Name and Title of

Signatory:

Name of Firm:

Address:

Declaration Letter

Declaration that, during the last three years, the Bidder has neither failed to performon any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for (Name of Project)

(To be submitted on Notarized Non-Judicial Stamp Paper)

Sir/Madam,

This is to notify you that our Company / LLP / Proprietor intends to submit a proposal in response to (name of project). We also declare that our Company / LLP has during the last three years, neither failed to perform on any agreement, nor has been evidenced by impositionof a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated forbreach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

Average Annual Financial Turnover for last three financial years

Financial Information			
Financial Year	FY 2022-23	FY 2023-24	FY 2024-25
Annual Turnover (in INR Crore.)			
Net worth (in INR Crore.)			
Average Annual Turnover:			

Note:

Please attach CA Audited Report and Balance Sheet of Financial Years.