

प्रेषक,

अधिशाषी अभियन्ता  
ग्रामीण अभियन्त्रण विभाग  
प्रखण्ड-रायबरेली।

सेवा में,

निदेशक  
सूचना एवं जनसम्पर्क निदेशालय  
उ० प्र०, लखनऊ।

पत्रांक-351 / ग्रा०अ०वि० / निविदा पत्रा० / प्रकाशन / 2026-27 दिनांक-29.4.26

विषय:- ई निविदा सूचना प्रकाशन के सम्बन्ध में।

महोदय,

कृपया इस कार्यालय से सम्बन्धित ई निविदा सूचना सं० 350 दिनांक 29.4.26 के सम्बन्ध में प्रकाशन हेतु निविदाओं की 05 प्रतियाँ(सी०डी० सहित) संलग्न कर इस अनुरोध के साथ प्रेषित कि कृपया उक्त निविदाओं को 03 समाचार पत्रों में जो जनपद रायबरेली में प्रचलित हो का प्रकाशन कराने का कष्ट करें।

भवदीय

अधिशाषी अभियन्ता  
ग्रामीण अभियन्त्रण विभाग  
प्रखण्ड-रायबरेली।

पत्रांक व दिनांक-उपरोक्तानुसार

प्रतिलिपि-निम्न लिखित को निविदा प्रकाशित कराने की सूचना (संलग्न) कर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. महालेखाकार (द्वितीय) लेखा एवं हकदारी प्रयागराज।
2. जिलाधिकारी महोदय, रायबरेली।
3. पुलिस अधीक्षक महोदय, रायबरेली।
4. मुख्य विकास अधिकारी, रायबरेली।
5. अधीक्षण अभियन्ता, ग्रामीण अभियन्त्रण विभाग, लखनऊ परिमण्डल लखनऊ।
6. जिला सूचना अधिकारी, रायबरेली।
7. जिला विकास अधिकारी, रायबरेली।
8. सहायक अभियन्ता, ग्रामीण अभियन्त्रण विभाग, रायबरेली।
9. प्रखण्डीय लेखाधिकारी, ग्रामीण अभियन्त्रण विभाग, रायबरेली।
10. अनुबन्ध सहायक, / कैंशियर, ग्रा०अ०वि० विभाग, रायबरेली।
11. नोटिस बोर्ड पर चस्पा हेतु।

अधिशाषी अभियन्ता  
ग्रामीण अभियन्त्रण विभाग  
प्रखण्ड-रायबरेली।

कार्यालय अधिशाषी अभियन्ता, ग्रामीण अभियन्त्रण विभाग, प्रखण्ड-रायबरेली।

पत्रांक-358 / ग्रा0अ0वि0 / निविदा आमंत्रण / 2026-27, दिनांक-29.4.26

ई-निविदा आमंत्रण सूचना

1. महामहिम राज्यपाल महोदय, उ0प्र0 की ओर से अधिशाषी अभियन्ता, ग्रामीण अभियन्त्रण विभाग, प्रखण्ड-रायबरेली द्वारा ग्रामीण अभियन्त्रण विभाग के अंतर्गत पंजीकृत टेकेदारों/फर्मों से (श्रेणी ए, बी, सी एवं डी) जिसके लिये अधिकृत है, से प्रतिशत दरों पर निविदा आमंत्रित की जाती हैं। निविदादाताओं द्वारा एक या समस्त कार्यों के लिये निविदा दी जा सकती हैं।

कार्य का विवरण

क्रम सं०	जनपद	कार्य का नाम	अनुमानित लागत (लाख रू० में)	धरोहर धनराशि रू० में)	निविदा प्रपत्र का मूल्य (रू० में)	कार्य पूर्ण करने की अवधि
1	2	3	4	5	6	7
<b>त्वरित आर्थिक विकास योजना (विधान सभा क्षेत्र-सदर)</b>						
1	श्रायबरेली	सदर क्षेत्र के बालापुर मोड से ज्योतिबा नगर चौराहा तक इन्टरलाकिंग रोड निर्माण कार्य	22.56	45120.00	250.00	03 माह
2	श्रायबरेली	सदर क्षेत्र के मोहल्ला साकेत नगर मे सुमित बेकरी प्वाइंट से शशिकेश सिंह के घर तक इन्टरलाकिंग रोड निर्माण कार्य	25.45	50900.00	260.00	03 माह
3	श्रायबरेली	सदर क्षेत्र के मोहल्ला राम विलास नगर मे के0डी0 सिंह के घर से राकेश मिश्रा के घर तक इन्टरलाकिंग रोड निर्माण कार्य	26.85	53700.00	270.00	03 माह

2. बिड डाक्यूमेण्ट बेवसाईट पर आनलाइन दिनांक 18.05.2026 से उपलब्ध हैं।
3. ई0-प्रोक्योरमेन्ट के माध्यम से निविदा डालने की अन्तिम तिथि 30.05.2026 एवं समय 12:00 अपरान्ह बजे तक।
4. ई0-प्रोक्योरमेन्ट के माध्यम से तकनीकी निविदा खोलने की तिथि 30.05.2026 एवं समय 12:30 अपरान्ह।
5. निविदा आमंत्रणकर्ता को संशोधन/शुद्धि पत्र जारी करने का आई0टी0बी0 के क्लाज-09 के अनुसार अधिकार है। जो आनलाइन उपलब्ध रहेगा एवं समाचार पत्रों मे प्रकाशित नहीं होगा समस्त इच्छुक बिडर्स को सलाह दी जाती है कि वे ई-टेण्डर पोर्टल को नियमित रूप से चेक करते रहे।

अन्य आवश्यक जानकारी ई0 निविदा प्रपत्र डाउनलोड करने हेतु

<http://etender.up.nic.in> पर उपलब्ध हैं।

अधिशाषी अभियन्ता  
ग्रामीण अभियन्त्रण विभाग  
प्रखण्ड-रायबरेली।

**Standard Bidding Document  
For  
Works up to Rs. 40 Lakh**

**For**

**Construction of Roads & Building works**

**(Approved By Uttar Pradesh Government)**

**(Vide GO no 3271/92-1-2018-65M/2014 dated 16-11-18)**

**UTTAR PRADESH  
RURAL ENGINEERING DEPARTMENT  
DISTRICT- RAEBARELI**

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**SECTION 1**

**LIST OF IMPORTANT DATES**

**E-PROCUREMENT NOTICE**

**NOTICE INVITING TENDERS**

## SECTION 1

### Uttar Pradesh Rural Engineering Department List of Important Dates of Bids for Construction of Roads and Building under Office of the Executive Engineer U.P.R.E.D. RAEBARELI

**Address:- SONIA NAGAR ,RAEBARELI**

For e-tendering

1.	<b>Name of Building Work:</b>		<b>BLOCK:</b>	
	<b>Name of Road: As per Tender Uploaded on Etender Website</b>		Block	Length (Km.)
	From	To		
1.				

2	Completion Period for construction of works:	Mention in NIT
3	Date of Issue of Notice Inviting Bid	29.04.2026
4	<b>Period of availability of Bidding Documents on website <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>.</b>	<b>from dated 18.05.2026 TO 30.05.2026</b>
5	<b>Time, Date and Place of Pre-bid Meeting</b>	Place: Office of the Executive Engineer, Rural Engineering Department, RAEBARELI Date Time :-
6	Deadline for Receiving Bids online, including required document as mentioned in clause 11 of ITB	30.05.2026 Time up to 12:00 Noon ,
7	<b>Date of Submission of original documents such Bid Security, Cost of Bid Document and Affidavit of Correctness.</b>	As per UP Govt. order No 01/2018/3070/78-2-2018/42IT/2017(22)/03.01.2018 The bidder is required to submit three original documents either by registered post or by hand in the employer office before or after three days of opening of financial bid failing which the registration of the bidder will be cancelled and also he will be black listed. <b>Employer Office :- Executive Engineer, Rural Engineering Department, RAEBARELI</b>
	web site of RED	: <a href="http://www.upred.gov.in">http://www.upred.gov.in</a> (not for tendering)
8	Time and Date for opening Bid/Bids	<b>Opening of Bids: The Bids will be opened online by the authorized officer at the appointed time</b> <b>Time and Date for opening of the Bid</b> <b>Date :30.05.2026</b> <b>Time :- 12.30 PM</b>
9	Place of opening Bid/Bids	<u>OFFICE OF THE EXECUTIVE ENGINEER RURAL ENGINEERING DEPARTMENT DIVISION RAEBARELI</u>
10	Last Date of Bid Validity	90 Days from the deadline date for bid submission
11	Officer inviting Bids	Executive Engineer Rural Engineering Department DISTRICT- RAEBARELI on behalf of the Governor of UP

**1.** Date of availability of Bid Documents on website 18.05.2026

**2. Availability of Bid Documents and mode of submission:** The bid document is available online and should be submitted online in <https://etender.up.nic.in>. The bidder would be required to register

- himself in the web-site. For submission of the bids, the bidder is required to have a valid Digital Signature Certificate (DSC) issued from any one of the authorized Certifying Authorities. Digital signature is mandatory to participate in the e-tendering.
3. **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 by Internet Banking only. 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 by Internet Banking.*
  4. **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 by Internet Banking only. All concerned please note that the bidding process will not move onward if the Bid Security (EMD) is not paid through e-tender portal by Internet Banking.* No other form of bid security will be accepted
  5. **Submission of Original Documents:** The bidders are required to submit the
    - (a) Cost of Bid Document: - *Certificate of proof of payment in the account of UP e-tender online Account- by Internet Banking which will be generated when payment made through e-tender portal by Internet Banking.*
    - (b) Bid Security (EMD):- *Certificate of proof of payment in the account of UP e-tender online Account-by Internet Banking which will be generated when payment made through e-tender portal by Internet Banking.*
    - (c) *Affidavit regarding correctness* of information furnished with bid document as per-provisions of Clause 3.1 (a) (i) of ITB with the office specified in the Bid Data Sheet,  
As per UP Govt. order No 01/2018/3070/78-2-2018/42IT/2017(22)/03.01.2018 bidder is required to submit these three original documents either by registered post or by hand in the employer office before or after three days of opening of financial bid failing which the registration of the bidder will be cancelled and also he will be black listed.  
*Original documents must match the scanned copies submitted along with the bids online. In case, of any discrepancy in this respect, it will be treated as miss-representation by the bidder. Such bidder shall be liable to be debarred for participating in bids for five years.*  
*Employer Office:-* Executive Engineer, Rural Engineering Department, RAEBARELI
  6. **Last Date/Time for receipt of bids through e-procurement:** 30.05.2026 up to 12.00 Noon.
  7. **Date of opening of bids through e-procurement:** 30.05.2026 at 12.30 pm in the *Office of the EXECUTIVE ENGINEER RURAL ENGINEERING DEPARTMENT DIVISION RAEBARELI*
  8. For further details please log on to <https://etender.up.nic.in> and down load the bid document.
  9. **Time allowed for completion of each work is as mentioned in column no. 7, including rainy season.**
  10. The bids shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of bids. Bids once submitted cannot be withdrawn after the dead line date of submission of bids.
  11. The site for the work is available.
  12. In case of any discrepancy between the downloaded bid document and that available with the concerned Executive Engineer, the bid document available in the Executive Engineer's office would be considered authentic.
  13. Bid must be submitted through **e-procurement:** on or before dated 20.09.2025 up to 12.00 Noon.
  14. Each Bidder is required to submit the scanned copy of the following affidavit and document on line and original copy at the time of signing of agreement.
    - (a) An affidavit on Format RED-T-6 on a single non-judicial stamp paper of Rs. 100/-
    - (b) An affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.
    - (c) Self attested copy of valid T-4 Character certificate issued by DM/Collector.
    - (d) Self- attested copy of valid T-5 Solvency certificate issued by DM/Collector.
    - (e) Self- attested copy of valid registration certificate of appropriate class in RED.
    - (f) Authorized address of the bidder: email-id, mobile no, facsimile no, and contact address written on his letter pad duly signed.
  16. A bidder shall not be permitted to bid for works in the Division 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 in any capacity of RED or as an officer in any capacity between the grades of Executive Engineer to Junior Engineer

- (both inclusive) bidder shall also submit an affidavit clearly mentioning the names and designation of relatives working in any capacity in the in the Department along with Posting Place.
17. Any retired Gazetted officer (retired within two years) from any state/Central Government is not allowed to work in the contractor establishment 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. Same condition will be applicable for the other retired employee of this department.
  18. Bid documents and other details consisting of eligibility criteria 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 down loaded from the website: <https://etender.up.nic.in>
  19. Any bidder who is punished by any Honourable court for any criminal activity is not allowed to participate in the bidding process.
  20. Any bidder who is registered with the any bar council is not allowed to participate in the bidding process.
  21. Conditional Bid will not be accepted.
  22. The under signed officer is fully empowered to reject or accept any one bid or all bid without assigning any reason or notice.
  23. Work cannot be Sublette to any other contractor.
  24. The bidder is required to register his labour in the labour department within a week from the date of receiving the letter of start of work.
  25. Each bidder is required to quote his rate on line in the attached BOQ along with on Section -6 and Form of Bid part I and II of Section-5
  26. Bidder is required to submit the following affidavit and document at the time of signing of agreement.
    - (a) An affidavit on a single non-judicial stamp paper of Rs. 100/- 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) Any person without Government permission, who retired as gazetted officer within the last two years from any Central or State Government Departments listed in the Appendix to ITB.
      - (iii) He will own/arrange the machinery and equipment, as per requirement of work.
      - (iv) He will not sublet the work to another contractor.
    - (b) Self attested copy of PAN of Firm or contractor.
    - (c) Self attested copy of GST registration certificate.
    - (d) Self attested copy of Labour registration certificate issued from Labour Deptt..
  27. The GO No 3385/86-2015-292/2015 dated 15.10.2016 issued by UP Mining Department as amended time to time will be enforced for Royalty deductions.
  28. The GO No 2474/62-3-09-88RE/06 dated 14.07.2009 issued by UP RED will be applicable to the contractor.
  29. Relevant clauses of the GO No 2466/92-1-2018-65M/2014 dated 30.07.2018 issued by UP RED will be applicable to the contractor.
  30. Any circular or instruction issued by National Green Tribunal will be applicable to the contractor.
  31. After issue of Notice to Proceed with the Work, the contractor will submit the name of the labourers to be employed at the concerned work site registered by labour Department
  32. All notices and letters sent to e-mail given by the bidder and SMS on registered cell phone of the bidder will be presumed that has been received by the bidder.
  33. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond his control. Even though the system will try to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

Executive Engineer  
Rural Engineering Department  
RAEBARELI  
On behalf of Governor of UP

## Section 2

### Instructions to Bidders

#### *Table of Clauses*

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# Instructions to Bidders (ITB)

## A. General

### 1. Scope of Bid

1.1 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.

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

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

### 2. Eligible Bidders

2.1 Invitation for bids is open to all category of registered contractors (bidders) with Rural Engineering Department(UP), Except Contractor registered in class E, who is eligible for works only up to Rs 5.0 Lakh.

2.2 Bidders shall not be declared ineligible for corrupt and fraudulent practices or declared as Debar or Black listed 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 bidder who is punished by any Honourable court for criminal activity is not allowed to participate in the bidding process, or involved in the organised crime or gangster activities or Mafia or Gunda or Anti-Social activities are strictly prohibited to participate in the bidding process. If it is established at any time that any bidder has criminal record, his bid shall be automatically cancelled.

2.4 The bidder has to be produced character Certificate (T-4), Solvency Certificate (T-5) issued by the competent authority in true copies of original with bid document and originals is to be produced and verified before acceptance of bid , Self Declaration Affidavit (T-6) on Rs.100.00 Non Judicial Stamp paper (on the prescribed proforma which is attached with the bid document) etc.

2.5 Any Bidder who is an Advocate and Registered with any Bar Council shall not be allowed to participate in the bidding. If it is established that the Contractor is registered with any bar council, his bid shall be automatically cancelled.

### 3. Certificates and Affidavits

3.1 (a) Each bidder must produce:

- (i) An affidavit that the information furnished with the bid documents is correct in all respects; exactly in the format attached with bid document.
- (ii) Authorized address of the bidder: email-id, mobile no, fax no., and contact address of residence and office written on his letter pad.
- (iii) Each bidder is required to furnish an affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.

(b) **Bidder is required to submit the following affidavit and document at the time of signing the agreement.** Each bidder is required to furnish an affidavit on a single non-judicial stamp paper of Rs. 100/- 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 spouses) of persons listed in the Appendix to ITB
- (ii) Any person without Government permission, who retired as gazetted officer within the last two years from any Central or State Government Departments listed in the Appendix to ITB.
- (iii) He will own/arrange the machinery and equipment, as per requirement of work.
- (iv) He will not sublet the work to another contractor.
- (v) Self-attested copy of PAN of Firm or contractor.
- (vi) Self-attested copy of GST registration certificate
- (vii) Self attested copy of Labour registration certificate.

- 3.2 Bids from joint venture are not allowed.
- 3.3 The bid may be rejected if the bidder has:
- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted 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**

- 5.1 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.

## 2. **Site Visit**

- 6.1 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. He may contact the person whose contact details are given in the Appendix to ITB.
- 6.2 Contact Person as per Appendix to ITB.

## ***B. Bidding Documents***

### 7. **Content of Bidding Documents**

- 7.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 9 of ITB.
- 1. e-procurement Notice/ Press Notice for Manual Tender
  - 2. Notice Inviting Tender for e procurement / Notice Inviting Tender for Manual Tender
  - 3. Instructions to Bidders
  - 4. Conditions of Contract General and Special
  - 5. Contract data
  - 6. Specifications & Drawings
  - 7. Bill of Quantities
  - 8. Form of Bid for e procurement / Form of Bid for Manual Tender
  - 9. Form of Acceptance,
  - 10. Form of Agreement.
  - 11. Notice to Proceed with the Work,
- 7.2.1 The bid document is available online on the website:<https://etender.up.nic.in>.. The bid document can be downloaded free of cost, however, the bidder is required to deposit towards the cost of bid document (*non-refundable*) as per column 6 of NIT in the account of **UP e-tender online Account- through e-tender portal by Internet Banking only. 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.**

7.2.2 **In case of manual tender:** - One set of the bidding documents will be issued to the bidder against the payment from the office places mentioned in NIT. Bid document can also be down loaded from departmental web site <http://www.upred.gov.in> free of cost but cost of bid document is to be paid at the time of bidding in the form of DD in favour of Concerned Employer as mentioned in NIT.

7.3 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. Pursuant to clause 29 thereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

## 8. Clarification of Bidding Documents

8.1 The electronic bidding system provides for online clarification. A prospective Bidder requiring any clarification of the bidding documents may notify online the Authority inviting the bid. The Authority inviting bid will respond to any request (s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the Authority inviting the bid will be uploaded for information for the public or other bidders without identifying the source of request for clarification.

8.2 A pre-bid meeting is to be held, the prospective bidder or his authorised representative is advised to attend it. Its date, time and address are given in the Appendix to ITB.

8.3 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised at that stage.

8.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 7.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 of ITB and not through the minutes of the pre-bid meeting.

8.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## 9. Amendment of Bidding Documents

9.1.1 **In case of e-tendering:** - Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum but a reasonable time must be given to prospective bidder in which to take a corrigendum into account in preparing their bids. The corrigendum will appear on the web page of the website: <https://etender.up.nic.in>. Under the "Latest Corrigendum" and e-mail notification is also automatically sent to those bidders who have moved his tender to their "My tenders" area.

9.1.2 **In case of manual tender:** - Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda but a reasonable time must be given to prospective bidder in which to take an addendum into account in preparing their bids.

9.2.1 **In case of e-tendering:** - Any addendum thus issued shall be part of the bidding documents and shall be deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case any addendum/ Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.

9.2.2 **In case of manual tender:** - Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by e-mail to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by e-mail to the Employer.

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 22 of ITB.

## *C. Preparation of Bids*

### 10. Language of Bid

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

### 11. Documents Comprising the Bid for e-tendering process

11.1 The Bid submitted by the Bidder on line shall be in two separate parts:

**Part I this shall be named Technical Part of Bid and shall comprise of:**

- (a) An affidavit on non-judicial stamp paper of Rs. 10/- that the information furnished with the bid documents is correct in all respects; exactly on the format attached with bid document.
- (b) Cost of Bid Document: - Certificate of proof of payment in the account of UP e-tender online Account-by Internet Banking only towards the non-refundable cost of bid document (Clause 7.2.1 of ITB). which will be generated when payment made through e-tender portal by Internet Banking.
- (c) Bid Security (EMD):- Certificate of proof of payment in the account of UP e-tender online Account- by Internet Banking only towards the Bid security/EMD, which will be generated when payment made through e-tender portal by Internet Banking.

As per UP Govt. order No 01/2018/3070/78-2-2018/42IT/2017(22)/03.01.2018 bidder is required to submit above three original documents either by registered post or by hand in the employer office before or after three days of opening of financial bid failing which the registration of the bidder will be cancelled and also he will be black listed.

- (d) An affidavit on Format RED-T-6 on a single non-judicial stamp paper of Rs. 100/-
- (e) An affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.
- (f) Self attested copy of valid T-4 Character certificate issued by DM/Collector.
- (g) Self attested copy of valid T-5 Solvency certificate issued by DM/Collector.
- (h) Self attested copy of valid registration certificate of appropriate class in RED.
- (i) Authorized address of the bidder: email-id, mobile no, fax no. and contact address of residence and office written on his letter pad duly signed by the bidder.
- (j) Form of Bid **Part I** and **Part II** as specified in Section 5;

**Part II. It shall be named Financial Part of Bid and shall comprise of:**

- (i) Form of Bid Part II as specified in Section 5;
- (ii) Priced bill of quantities for items specified in Section 6;

11.2 The documents and details mentioned in clause 11.1 Part I above shall be submitted online on website <https://etender.up.nic.in>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

- (a) The following details shall be entered on line in the prescribed formats if option not available on-line Scanned copy of **Part I** and **Part II** shall be up loaded:
  - (i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 5.
  - (ii) Form of bid for Technical-Financial Part II of the bid, as per format given in Section 5.
  - (iii) The entry of percentage rate for the work shall be made by the bidder on line in Section 7 BOQ.
- (b) Scanned copies of the following documents shall be uploaded on the website <https://etender.up.nic.in>
  - (i) Cost of Bid Document: - Certificate of proof of payment in the account of UP e-tender online Account-by Internet Banking Only towards the non-refundable cost of bid document (Clause 7.2.1 of ITB), which will be generated when payment made through e-tender portal by Internet Banking.
  - (ii) Bid Security (EMD):- Certificate of proof of payment in the account of UP e-tender online Account-by Internet Banking only towards the Bid security/EMD., which will be generated when payment made through e-tender portal by Internet Banking.
  - (iii) An affidavit on non-judicial stamp paper of Rs. 10/- that the information furnished with the bid documents is correct in all respects; exactly on the format attached with bid document.
  - (iv) An affidavit on Format RED-T-6 on a single non-judicial stamp paper of Rs. 100/-
  - (v) An affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.
  - (vi) Self-attested copy of valid T-4 Character certificate issued by DM/Collector.
  - (vii) Self-attested copy of valid T-5 Solvency certificate issued by DM/Collector.
  - (viii) Self-attested copy of valid registration certificate of appropriate class in RED.
  - (ix) Authorized address of the bidder: email-id, mobile no, fax no., and contact address of residence and office written on his letter pad duly signed by the bidder.

**NB:- Failing to up load any one document of (a) and (b) on online will cause non opening of Part II i.e Financial Bid.**

- (c) **Submission of Original Documents:** The bidders are required to submit:-
- (i) **Affidavit regarding correctness** of information furnished with bid document as per-provisions of Clause 3.1 (a) (i) of ITB with the office specified in the Bid Data Sheet,
  - (ii) **Cost of Bid Document:** - Certificate of proof of payment in the account of **UP e-tender online Account-by Internet Banking Only towards the non-refundable cost of bid document** (Clause 7.2.1 of ITB) , **which will be generated when payment made through e-tender portal by Internet Banking.**
  - (iii) **Bid Security (EMD):-** Certificate of proof of payment in the account of **UP e-tender online Account-by Internet Banking Only, which will be generated when payment made through e-tender portal by Internet Banking.**

As per UP Govt. order No 01/2018/3070/78-2-2018/42IT/2017(22)/03.01.2018 bidder is required to submit these three original documents either by registered post or by hand in the employer office before or after three days of opening of financial bid failing which the registration of the bidder will be cancelled and also he will be black listed.

**Original documents must match the scanned copies submitted along with the bids online. In case, of any discrepancy in this respect, it will be treated as miss-representation by the bidder. Such bidder shall be liable to be debarred for participating in bids for five years.**

**Employer Office:-** Executive Engineer, Rural Engineering Department, of Concerned Division.

*Note: - If in any case proof of payment is not generated on e-tender portal, Bidder will not be disqualified on this ground because tender process will not move onward without payment of Tender fee and EMD. This condition will happen in rare case.*

- (d) Bidder is required to submit the following affidavit and document at the time of signing the agreement.
- (i) An affidavit on a single non-judicial stamp paper of Rs. 100/-.The bidder must not have in his employment:
    - (a) 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.
    - (b) Any person without Government permission, who retired as gazetted officer within the last two years from any Central or State Government Departments listed in the Appendix to ITB.
    - (c) He will own/arrange the machinery and equipment, as per requirement of work.
    - (d) He will not sub-let the work to another contractor.
  - (ii) Self-attested copy of PAN of Firm or contractor.
  - (iii) Self-attested copy of GST registration certificate
  - (iv) Self-attested copy of Labour registration certificate.
  - (v) Original affidavit on Format RED-T-6 on a single non-judicial stamp paper of Rs. 100/-
  - (vi) Original affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.

## 12. Documents Comprising the Bid for Manual Tender process

12.1 The Bid submitted by the Bidder in office mentioned in NIT shall be in two separate envelope:

### **Envelope -1**

**Part I this shall be named Technical Part of Bid and shall comprise of:**

- (a) An affidavit on non-judicial stamp paper of Rs. 10/- that the information furnished with the bid documents is correct in all respects as per-provisions of Clause 3.1 (a) (i) of ITB with the office specified in the Bid Data Sheet, exactly on the format attached with bid document
- (b) **Cost of Bid document:** - Demand Draft drawn on any scheduled Commercial Bank in favour of "Executive Engineer, U.P.R.E.D. Concerned Division Payable at Concerned DISTRICT- RAEBARELI will necessarily be attached with the bid if the bid is down loaded from departmental web site towards the *non-refundable* cost of Bid document as mentioned in col 6 of NIT.
- (c) **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 only in the form of FDR/TDR of a scheduled commercial Bank, pledged in favour of concerned Executive Engineer.

- (d) An affidavit on Format RED-T-6 on a single non-judicial stamp paper of Rs. 100/-
- (e) An affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.
- (f) Self-attested copy of valid T-4 Character certificate issued by DM/Collector.
- (g) Self-attested copy of valid T-5 Solvency certificate issued by DM/Collector.
- (h) Self attested copy of valid registration certificate of appropriate class in RED.
- (i) Authorize address of the bidder: email-id, mobile no, fax no. and contact address of residence and office written on his letter pad duly signed by the bidder.

**NB: - Failing to submit any one document of 12.1 of Envelope-1 will cause non opening of Envelope-2 i.e Financial Bid.**

#### **Envelope-2**

**Part II. It shall be named Financial Part of Bid and shall comprise of:**

- (i) Form of Bid Section 5 in which the bidder will quote the rate in percentage above/below/at par
- (ii) Priced bill of quantities for items specified in Section 6;

**Both Envelope 1 and 2 should be submitted in One Big Envelope.**

12.2 Bidder is required to submit the following affidavit and document at the time of signing the agreement.

- (i) Each bidder is required to furnish an affidavit on a single non-judicial stamp paper of Rs. 100/.The bidder must not have in his employment:
  - (a) 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.
  - (b) Any person 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.
  - (c) He will own/arrange the machinery and equipment, as per requirement of work.
  - (d) He will not sub-let the work to another contractor.
- (ii) Self-attested copy of PAN of Firm or contractor.
- (iii) Self-attested copy of GST registration certificate
- (iv) Self-attested copy of Labour registration certificate.

#### **13. Documents not to be submitted with bid**

The following documents, which are not to be submitted with the bid, will be deemed to be part of the bid.

- List of Important Dates
- 1 e- Procurement Notice /Press Notice for Manual Tender
- 2 Notice Inviting Tender
- 3 Instructions to Bidders
- 4 Conditions of Contract General and Special
- 5 Contract Data
- 6 Specifications
- 7 Drawings
- 8 Form of Acceptance,
- 9 Form of Agreement.
- 10 Notice to Proceed with the Work,

#### **14. Bid Prices**

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

14.2 The Bidder shall adopt the Percentage Rate Method indicated in NIT

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

14.3 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. GST will be applicable as per latest Govt order.

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

15. **Currencies of Bid**

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

16. **Bid Validity**

16.1 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 the Employer as non-responsive.

16.2 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 e-mail/Fax. A bidder may refuse the request, refusal will not cause the forfeiting of his Earnest Money.

17. **Earnest Money-Bid security**

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

17.2.1 **In case of e-tendering:** - Bid security will be deposited in account of **UP e-tender online Account- through e-tender portal by Internet Banking only. All concerned please note that the bidding process will not move onward if the Bid Security (EMD) is not paid through e-tender portal by Internet Banking.** No other form of bid security will be accepted. Bidder is required to submit the scanned copy of certificate of proof of Payment on line as well as original in office as mentioned in NIT.

17.2.2 **In case of Manual Tender:** -The Bid security/Earnest Money shall be in the form of Fixed Deposit Receipt of a scheduled commercial 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 shall not be acceptable to the Employer.

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

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

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

17.6 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.

18. **Alternative Proposals by Bidders**

Any alternative proposal in the specifications or Drawings or Design other than bid document submitted by the Bidder shall not be accepted.

## **D. Submission of Bids**

19. **Bidding through E-Tendering System:**

19.1 The bidding under this contract is electronic bid submission through website <https://etender.up.nic.in> Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective bidder can log-on to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e- token. The DSC can be obtained from any authorised certifying agencies. The bidder should register in the web site <https://etender.up.nic.in> using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token and the user id/ password chosen during registration.

After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked.

19.2 The completed bid comprising of documents indicated in ITB clause 11, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copies of the Bid Document, Cost of Bid Document and Bid Security in approved form.

## 20. **Electronic Submission of Bids:**

The bidder shall submit online two separate files. Part I, marked as Part I: Technical Qualification Part and Part II; marked as Part II: Financial Part. The above files will have markings as given in the Bid Data Sheet.

The contents of the Technical Qualification and Technical Financial bid shall be as specified in clause 11 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic bid submission on line, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

## 21. **Bidding through Manual Tendering System:**

### 21.1 **Format and Signing of Bid**

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

21.1.2 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 authorised person or persons signing the Bid.

21.1.3 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.

### 21.2. **Sealing and Marking of Bids**

21.2.1 The Bidder shall place his Technical Bid in **Envelope No 1** and Mark it as Technical Bid.

21.2.2 The Bidder shall place his Financial Bid in **Envelope No 2** and Mark it as Financial Bid.

21.2.3 The Bidder will placed the above two envelopes in a big Envelope and Submit it with clearly written his name as well as name of work for which the bid is submitted failing which the envelope will not be opened.

## 22. **Deadline for Submission of Bids**

22.1.1 **In case of e-Tendering:** - Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.

Any corrigendum for extension in dead line for submission of bid shall be up loaded by the Employer on website within time, if any corrigendum for extension in dead line for submission of bid not up loaded on web site within time will not be accepted in any case.

22.1.2 **In case of manual tendering:** - Complete Bids in two parts as per clause 21.2 above 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 documents. 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.

- 22.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9.3 of ITB. In such case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 23. Modification/ Withdrawal/Late Bids**
- 23.1.1 **In case of e-tendering:** - The electronic bidding system would not allow any late submission of bids after due date and time as per server time.
- 23.1.2 **In case of Manual Tendering:** - Any Bid received by the Employer after the deadline prescribed in bid document will be returned unopened to the Bidder.
- 23.2.1 **In case of e-tendering:** - Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this, the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- 23.2.2 **In case of Manual Tendering:** - Bidders may modify or withdraw his bid by requesting in written to the employer before the dead line of submission of bids.
- 23.3 No bid shall be modified or withdrawn after the deadline of submission of bids.
- 23.4 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 16.1 above or as extended pursuant to Clause 16.2 may result in the forfeiture of the Bid Security (EMD) pursuant to Clause 17
- 23.5 Bid validity will not be affected in any case by the modification.

## ***E. Bid Opening and Evaluation***

- 24. Bid Opening in e-tendering process**
- 24.1 The Employer inviting the bids or its authorised representative will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the Opening 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.
- 24.2 The file containing the Part-I of the bid will be opened first.
- 24.3 In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized first. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.
- 24.4 Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.
- 24.5 The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 21.3 of ITB and upload the same for viewing online.
- 25. Bid Opening in Manual Tendering process**
- 25.1 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.

25.2 In all cases, the employer will open 1<sup>st</sup> Envelope-1, in which the amount of Earnest Money, forms and validity shall be announced 1<sup>st</sup>. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

**26. 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 to 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

**27. Clarification of Bids and Contacting the Employer**

27.1 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.

27.2 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.

**28. Correction of Errors in case of Manual Tendering**

28.1 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.

28.2 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.

**29. Evaluation and Comparison of Bids**

29.1 The Employer will evaluate and compare the bids submitted properly as per clause 19 to 23.

29.2 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.

29.3 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 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer interest against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder. Seriously unbalanced bid may be rejected if the Bidder fails to produce detailed price analysis.

**30. Price Preference**

There will be no price preference to any bidder.

***F. Award of Contract***

**31. Award Criteria**

Subject to Clause 29 of ITB, The Employer will award the Contract to the Bidder, Who has offered the lowest evaluated Bid price, provided the bidder satisfies the conditions as per clause 3 and to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price **along with the clause 29.3 of ITB.**

### 32. Employer's Right to accept any Bid and to reject any or all Bids

Notwithstanding the above Clause 31, 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.

### 33. Notification of Award and Signing of Agreement.

33.1 Bidder is required to submit the following affidavit and document at the time of signing the agreement.

- (i) An affidavit on a single non-judicial stamp paper of Rs. 100/-. The bidder must not have in his employment:
  - (a) 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.
  - (b) Any person without Government permission, who retired as gazetted officer within the last two years from any Central or State Government Departments listed in the Appendix to ITB.
  - (c) He will own/arrange the machinery and equipment, as per requirement of work.
  - (d) He will not sub-let the work to another contractor.
- (ii) Self-attested copy of PAN of Firm or contractor.
- (iii) Self-attested copy of GST registration certificate
- (iv) Self-attested copy of Labour registration certificate.
- (v) Original affidavit on Format RED-T-6 on a single non-judicial stamp paper of Rs. 100/-
- (vi) Original affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.

33.2 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 emails, sms, facsimile or any means of communication 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").

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

33.4 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.

### 34. Performance Security

34.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of (5%) five percent of the Contract Price, valid for the period of **one year** plus the time for completion of works and additional security for unbalanced Bids in accordance with Clauses 29.3 of ITB and Clause 39 Part I General Conditions of Contract and sign the contract.

34.2 The performance security shall be only in the form of fixed deposit Receipts from a Scheduled Commercial Bank in favour of **Concerned Executive Engineer of RED Division.**

34.3 Failure of the successful Bidder to comply with the requirements of Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids under the concerned division or he may be black listed.

### 35. Corrupt or Fraudulent Practices

35.1 It is required that each Bidder/Contractor (including their respective officers, employees) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

35.2 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Employer involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/CRPC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 35.3 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 35.4 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent Practice, which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this 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.
- 35.5 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).
- 35.6 Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach under Clauses 35.1 to 35.5 above by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:
- (a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 35.1 to 35.5 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.
- (b) Forfeiture of Bid Security/Performance Security: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract, the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Bid Security and Performance Security of the Bidder/Contractor as the case may be.

## Appendix to ITB or Bid data sheet

Instructions to Bidders Clause Reference			
(1.1)	The Employer is <b>Governor of Uttar Pradesh</b>		
	Representative: <b>Executive Engineer/Assistant Engineer , Rural Engineering Department, Division-RAEBARELI on behalf of Governor of UP</b> <i>Strike out which one is not applicable</i>		
	Identification No. of the works is:		
<b>1.</b>	<b>Name of Building Work: As per Tender Uploaded on Etender Website</b>	<b>Block :</b>	
	<b>Name of Road: As per Tender Uploaded on Etender Website</b>	<b>Block</b>	<b>Length (Km.)</b>
	<b>From To</b>		
<b>1.</b>			
	The State is :- Uttar Pradesh		
(2.1)	Eligible Bidders are: Contractors registered with Rural Engineering Department (U.P) in class 'A / B/ C/ D/ E category as the case may be. (Bidder is required to upload the scanned copy of registration certificate on line).		
2.4	The bidder has to be produced character Certificate ( <b>T-4</b> ), Solvency Certificate ( <b>T-5</b> ) issued by the competent authority in true copies of original with bid document and originals is to be produced and verified before acceptance of bid , Self Declaration Affidavit ( <b>T-6</b> ) on Rs.100.00 Non Judicial Stamp paper. (Bidder is required to upload the scanned copy of T-4, T-5, T-6 on line).		
3.1(a)(i)	An affidavit that the information furnished with the bid documents is correct in all respects; exactly in the format attached with bid document. Bidder is required to up load scanned copy on line and original in the office at prescribed time.		
3.1(a)(ii) and (iii)	<b>Other certificates required with the bid</b>		
	1. Each bidder is required to furnish an affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.		
5.1	2. Authorise address of the bidder: email-id, mobile no, fax no. and contact address of residence and office written on his letter pad.		
	3. (a) Cost of Bid Document for e -tendering: - Original Certificate of proof of payment in the account of <b>UP e-tender online Account- through e-tender portal by Internet Banking only. 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 by Internet Banking.</b> (b) Cost of Bid document for Manual Tendering: - Demand Draft drawn on any Scheduled Commercial Bank in favour of "Executive Engineer, <b>U.P.R.E.D. RAEBARELI</b> Payable at <b>RAEBARELI</b> will necessarily be attached with the bid if the bid is down loaded from departmental web site towards the <b>non-refundable</b> cost of Bid document as mentioned in col 6 of NIT.		
	<b>Bidder is required to submit the following affidavit and document at the time of signing the agreement</b>		
	Each bidder is required to furnish an affidavit on a single non-judicial stamp paper of Rs. 100/- The bidder must not have in his employment		
3.1(b) (i)	(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		
3.1(b) (ii)	(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.		
3.1(b) (iii)	(iii) He will own/arrange the machinery and equipment, as per requirement of work.		
3.1(b) (iv)	(iv) He will not sublet the work to other contractor		
3.1(b) (v)	(v) Self -attested copy of PAN of Firm or contractor.		
3.1(b) (vi)	(vi) Self-attested copy of GST registration certificate		
3.1(b) (vii)	(vii) Self-attested copy of Labour registration certificate		
2.4	(viii) Original affidavit on Format RED-T-6 on a single non-judicial stamp paper of Rs. 100/-		
2.4	(ix) Self-attested copy of valid T-4 Character certificate issued by DM/Collector.		
2.4	(x) Self attested copy of valid T-5 Solvency certificate issued by DM/Collector.		

2.5	(xi) Self attested copy of valid registration certificate of appropriate class in RED.
3.1(a) (ii)	(xii) Authorize address of the bidder: email-id, mobile no, fax no., and contact address of residence and office written on his letter pad duly signed by the bidder.
3.1(a) (iii)	(xiii) original affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.
3.1(b) (i)	The bidder must produce an affidavit stating that the near relations of the following departmental officers employed in the division. (J.E.'s, A.E.'s, DAOs, E.E.'s, and other clerical staff) clearly mentioning the names and designation of relatives working in any capacity in the Department along with Posting Place for award and execution of work. A bidder shall not be permitted to bid for works in the Division 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 in any capacity such as Divisional Accountant Officer, other clerical staff or as an officer in any capacity between the grades of Executive Engineer to Junior Engineer (both inclusive).
3.1(b)(ii)	Any retired Gazetted officer (retired within two years) from any state/Central Government is not allowed to work in the contractor establishment 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. <i>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.</i> In case there is no such person in his employment, his affidavit should clearly state this fact.
(6.2)	<b>The contact person or Employer is:</b>
	<b>Designation: :</b>
	<b>Address:</b>
	<b>Executive Engineer,</b> RURAL ENGINEERING DEPARTMENT Division <b>RAEBARELI</b>
	<b>Telephone No:</b> 05352700006
10	Language of the bid is:
	<i>English</i>
17	The amount of Earnest Money Shall be @ 2 % rounded up to ten rupees.
	<b>Mention in NIT</b> (a) Bid Security (EMD):- Original Certificate of proof of payment in account of <u>UP e-tender online Account-through e-tender portal by Internet Banking only. All concerned please note that the bidding process will not move onward if the Bid Security (EMD) is not paid through e-tender portal by Internet Banking.</u> (in case of e-tendering) (b) 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 only in the form of FDR/TDR of a Scheduled Commercial Bank, pledged in favour of concerned Executive Engineer.(in case of Manual Tendering)
17.2	Fixed Deposit Receipt must be pledged in favour of only in case of Manual Tender otherwise it will be deposited in Account as mentioned above.
	<b>Executive Engineer , Rural Engineering Department</b> <b>Division: RAEBARELI</b>
17.3	Exemption from Earnest Money is granted to:
	<b>None</b>
8.2	Place, Time and Date for pre-bid meeting are:
	Place: Office of the Executive Engineer, Rural Engineering Department, RAEBARELI <b>Date :</b> <b>Time :-</b>
14.2	Bids Submission
	Bids may be submitted only <i>In percentage rate method</i>
16	Bid validity date:
	<b>90 Days from the deadline date for bid submission</b>
	The Employer's address for the purpose of Bid submission is
	EXECUTIVE ENGINEER ,RURAL ENGINEERING DEPARTMENT Division RAEBARELI

19 to 23	The deadline for submission of bids shall be:	<b>30.05.2026 up to 12.00 Noon</b>
24 to 25	The date and time for opening of the Bids are	<b>30.05.2026 at 12.30 PM</b>
34.2		(i) Performance Security shall be valid until a date <b>365</b> days after intended completion date. (ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.

**Executive Engineer**  
Rural Engineering Department  
Division: RAEBARELI

## FORMAT FOR THE AFFIDAVIT OF CORRECTNESS

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public)

I ..... (Name of the authorized representative of the bidder) son/daughter of ..... resident of ..... (Full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number -----/RED/Tender/File No-----/Bond Clerk/----- dated: ----- issued by Executive Engineer Rural Engineering Department Division -----

(Authority inviting bids)

For the ----- (name and identification of work) are true and correct.

2. \* I hereby certify that I have been authorised by ..... (The bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Deponent

Place: .....

Date: .....

**Note: -**

1. S.No 2 above will not be applicable if the bidder is an individual and is signing the bid on his own behalf.
2. Name and seal of the attestation officer (Magistrate/ Sub-Judge/ Notary Public) must be readable.
3. S.No. of register as well as registration number of Notary must be mentioned in all affidavit

## Table of Clauses

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## Section 3

# General Conditions of Contract for Construction work up to value of Rs. 40.00 Lacs

## 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.

**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 or ordered by the Engineer.

**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 Actual Completion Date.**

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

**The Employer** (Executive Engineer/Assistant Engineer as the case may be) 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 Data. The Intended Completion Date may be revised only by the competent authority by issuing an extension of hindrance 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. 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 Engineer, which varies the quantity of Works.

**The Works**, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

## 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) Contractor's Bid Section-5 / Section-5 (Part I and part II)
  - (5) Contract Data,
  - (6) Special Conditions of Contract Part II,
  - (7) General Conditions of Contract Part I,
  - (8) Specifications,
  - (9) Drawings,
  - (10) Bill of Quantities as up loaded on website with the bid document for the said NIT, No any change in up loaded BOQ will be allowed.
  - (11) NIT
  - (12) T-4
  - (13) T-5
  - (14) T-6 in original.
  - (15) Name of the Contractor Nominee as per clause 50.2 (if any) and
  - (16) Any other document listed in the Contract Data.

## 3. Language and Law

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

## 4. Engineer's Decisions

- 4.1 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.

- 4.2 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 departmental officer, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

## 6. Communications

- 6.1 All Certificate, notices or instructions to be given to the contractor by Employer / Engineer shall be sent on the address (Postal address/E-mail 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 Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means (e-mails, sms, whatsapp, Twitter etc.) shall be effective on confirmation of the transmission.
- 6.2 Any change in communication address by the contractor during the concurrence of the contract must be intimated by the Contractor through registered letter and e- mail to the employer as well as the Engineer failing which the communication address given by the contractor in **Section-6 Form of Bid** will be valid address for any communication which will be binding to the contractor.

## 7. Personnel

- 7.1 The Contractor shall employ for the construction work the technical personnel named in the Contract Data 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.
- 7.2 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 immediately 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 the Engineering Department or any other department of the State or Central Government and has either not completed two years after the date of retirement or has not obtained State or Central Government's permission to employment with the Contractor.
- 7.4 The Contractor shall not employ any retired employee of the RED department who retired within two years without the prior permission from department.
- 7.5 Any type of misbehave either by Contractor or by his personnel will be treated as same done by the Contractor.
- Neither Contractor nor his personnel will do any activity at the Work site or vicinity of the Work due to which law and order & Social harmony problem arise.
- 7.6 Neither Contractor nor his personnel will involve in any unsocial activity.

## 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 accepted 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, must rely on his own Site visit before submitting the bid.

### **12. Queries about the Contract Data**

The Engineer will clarify queries on the Contract Data.

### **13. Contractor to Construct the Works**

- 13.1 The Contractor shall construct, the Works in accordance with the Specifications and Drawings.
- 13.2 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.

### **14. 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.

### **15. Approval by the Engineer**

- 15.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.
- 15.2 The Contractor shall be responsible for design of Temporary Works.
- 15.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 15.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 15.5 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.

### **16. Safety**

- 16.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 16.2 The Contractor shall be responsible for safety of all persons employed by him on Works, directly, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.

### **17. 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.

### **18. Possession of the Site**

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.

## 19. 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 to the engineer and any person/persons/agency authorized by:

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

## 20. Instructions

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

## 21. Dispute Redressal System

21.1 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 Data, above the rank of the Engineer, The competent authority shall, within a period of thirty 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.

21.2 Either party will have the right of appeal, against the decision of the competent authority,

## 22. Procedure for resolution of Disputes

22.1 The Competent Authority mentioned in clause 21.1 shall give a decision in writing within 30 days of receipt of a notification of a dispute.

22.2 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.

22.3 Where the Initial Contract Price as mentioned in the Acceptance Letter is up to or below Rs. 40 Lacs, shall be referred to a sole Arbitrator. The sole Arbitrator will be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, the appointing authority, namely the Director cum Chief Engineer R.E.D will appoint the arbitrator.

22.4 Arbitration proceedings shall be held at the place decided by the arbitrator,

22.5 Subject as aforesaid the provision of the Arbitration acts 1996 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 under the clause. The sole arbitrator to be appointed by the **Director cum Chief Engineer UP RED** shall be of the status given below.

- I. For claims or amount in disputed of not over Rs. 200000/- in case of work order and in case of contract accepted by an Assistant Engineer / Engineer.

As Executive Engineer RED Division -----U.P.

- II. For claims or amount in disputed of over Rs. 200000/- but not over Rs. 2000000/-  
As Superintending Engineer of UP R.E.D. -----UP
- III. For claims or amount in disputed aggregating to more than Rs. 2000000/-  
As Chief Engineer (-----) of UP R.E.D.

## B. TIME CONTROL

### 23. Programme

- 23.1 Within the time stated in the Contract data, 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.
- 23.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel (if any) being deployed, the list of machinery along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- 23.3 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.
- 23.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals of not longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data 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.
- 23.5 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.

### 24. Extension of the Intended Completion Date

- 24.1 The competent authority **as per state Government rules** 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.
- 24.2 The Contractor shall apply for time extension to the Engineer before the intended completion date stating the self-explanatory reason of hindrance.
- 24.3 The competent authority **as per state Government rules** shall decide whether and by how much time to extend the Intended Completion Date.
- 24.4 No any extension of Intended Completion Date will be allowed if the delay is caused to stop the work by Gundaism or by misbehaving or by fighting with the local habitant either by the Contractor or his employee or by any cause created by the Contractor or his employee.
- 24.5 Extension of Intended Completion Date due to medical ground will not be considered in general but it may be considered in exceptional case.

### 25 Delays Ordered and work progress by the Engineer

- 25.1 The Engineer 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.
- 25.2 If any delay/delays in date of start ordered by the Engineer in writing the due date of completion shall be shifted accordingly by the Employer. Written order of delays by the Engineer must be intimated to the Employer.

25.3 (a) Milestones to be achieved during the contract period

1/8<sup>th</sup> of the value of entire contract work up to 1/4<sup>th</sup> of the period allowed for completion of construction  
 3/8<sup>th</sup> of the value of entire contract work up to 1/2 of the period allowed for completion of construction  
 3/4<sup>th</sup> of the value of entire contract work up to 3/4 of the period allowed for completion of construction

(b) Amount of liquidated damages for delay in completion of works. For whole work 1 Percent of the Initial Contract Price, rounded off to the nearest thousand, per week. This is minimum limit.

(c) Maximum limit of liquidated damages for delay in completion of work. 10 Percent of the Initial Contract Price, rounded off to the nearest thousand.

### ***C. Quality Control***

26. **Identifying Defects**

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 any other Defect, and to uncover and test any work that the Engineer considers may have a Defect.

27. **Tests**

27.1 For Carrying out mandatory tests as prescribed in the specification.

*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.*

27.2 If the Engineer instructs the Contractor to carry out a test not specified in the **PWD Specification/ Rural Roads Manual etc** 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.

28. **Correction of Defects noticed during the Defect Liability Periods**

28.1 The notice given by the Departmental officer to the Contractor for any Defects before the end of the Defects Liability Period, **which begins at Completion of work and ends after one year**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

28.2 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.

28.3 Any instructions issued by the Departmental officer or TAC (Technical Audit Cell of Government) during concurrence of contract or during defect liability period shall be binding to the contractor.

29. **Uncorrected Defects**

29.1 If the Contractor does not rectify the defects after repeated instruction of Engineer it shall be treated as breach of contract and his contract shall be terminated followed by debar for future tendering or black listing.

29.2 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period as per 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 correction plus 20% of bonded amount as additional cost for completing the defects and will get corrected by debit agency like Work Order/ New Agreement as the case may be after informing to the original Contractor. The cost of correction shall be deducted from any dues of the Original Contractor.

### **D. Cost Control**

30. **Bill of Quantities**

- 30.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, work to be done by the Contractor.
- 30.2 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.
31. **Variations and Extra items**
- 31.1 The Competent Authority shall, as per State Govt. rules 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. The variation should not be beyond the sanctioned estimated cost.
- 31.2 Any Extra items and items to be deleted shall be treated as 100% variations. Prior approval of such items from Employer is mandatory.
32. **Payments for Variations**
- 32.1 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.
- 32.2 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.
- 32.3 If the rates for Variation item cannot be determined in the manner specified as above, within 7 days of the issue of order of variation work, the contractor will 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- RAEBARELI. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor. Over all percentage rate below/above of the contract shall also be applicable to these rates.

### 33. Cash Flow Forecasts

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

### 34. Payment Certificates

- 34.1.1 The payment to the contractor will be as follows for construction work:
- (a) 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.
  - (b) The Engineer shall check the Contractor's fortnightly/monthly statement within 7 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 or his subordinate.
  - (d) The value of work executed shall comprise the value of the quantities of the completed items in the Bill of Quantities.
  - (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.

### 35. Payments

- 35.1 Payments shall be adjusted for deductions for advance payments security deposit, 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.
- 35.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor) to make payment certified by the Engineer.

### 36. Compensation Events

- 36.1 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.
- 36.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

### 37. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the GST 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. Those Taxes shall be paid extra as per rule on items mentioned in bill of quantity. GST will be applicable as per latest Govt order.

### 38. Currencies

All payments will be made in Indian Rupees.

### 39. Security Deposit/ Retention and Release of Performance Security and Security Deposit/ Retention.

- 39.1 The Employer shall retain security deposit of 5% of the amount from each payment due to the Contractor until completion of the whole of the construction Work.
- 39.2 On satisfactory completion of the whole of the construction work total amount retained as Security Deposit will be repaid to the contractor **within 6 month of completion of work.**
- 39.3 The additional performance security for unbalanced bids as detailed in Clause 41 of Conditions of Contract is repaid to the contractor when the construction work is complete.
- 39.4 *The performance security equal to the five percent of the contract price as detailed in Clause 41 of Conditions of contract is repaid to the contractor when the period of defect liability is over and the Engineer has certified that the work is satisfactory after defect liability. If the defects notice during the defect liability period are not corrected by the contractor as per condition of this contract, the employer will be free to rectify the defect and the amount required for this purpose will be recovered from amount of performance security available with the employer and from any other amounts of the contractor available with the employer or from the revenue recovery.*
- 39.5 If the contractor so desires then the Security Deposit can be converted into any interest bearing security of Schedule Commercial Bank duly pledged in favour of the Concerned Executive up to Defect Liability Period.

### 40. Liquidated Damages

- 40.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data 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 Contract Data. 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 Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

- 40.2 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.

#### **41. Securities**

The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial Bank. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion

#### **42. Cost of Repairs**

- 42 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***

#### **43. Completion of Construction**

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.

#### **44. Taking Over**

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

#### **45. Final Account**

- 45.1 The contractor shall submit the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 30 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 correct the defects 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.
- 45.2 In case the account is not received within 30 days of issue of Certificate of Completion as provided above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

#### **46. Operating and Maintenance Manuals**

- 46.1 "As built" Drawings including L-section, X-section, Drawings of Culvert or bridges, Sanitary, water supply and electrical details etc as the case may be shall be submitted by the Contractor with the submission of final bills.
- 46.2 If the Contractor does not submit the drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

#### **47. Termination**

- 47.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 47.2 **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.
- c) If Contractor fails to correct the defects indicated by the Engineer 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 in clause 40 ; (it means the Contractor has delayed the works beyond the intended completion time even after imposing the liquidity damage) ;
- f) 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 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 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.
- g) If the Contractor has not completed at least thirty per cent of the value of construction Work required to be completed after half of the completion period has elapsed;
- h) If the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.
  - i) if the Contractor engages child labour in violation of prevailing laws;
  - j) if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminate against female workers.
- k) Non Cooperation with the Co-Contractor
  - l) If the Contractor does not maintain the quality after repeated instruction of Engineer.
  - m) Any activity against the CRPC/IPC
  - n) Any unsocial activity.
  - o) Other justified reason as considered by the Engineer
  - p) And any other fundamental breaches as specified in the Contract Data.

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

47.4 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.

#### **48. Payment upon Termination**

48.1 (i) 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, less liquidated damages, less advance payments received by the Contractor 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, and Performance Security. If any amount is still left un-recovered it will be a debt payable to the Employer from any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

(ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non-compliance of the requirements of clause 29 of GCC regarding defects liability period and routine maintenance (if any), the Engineer will assess the cost of having the defect corrected. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un-recovered, it will be recovered from any dues payable to the Contractor from any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

48.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, less advance payments received by the Contractor 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.

#### **49. Property**

49.1 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 other Contractor and credit, if any, given for its use.

#### **50. Release from Performance**

- 50.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 50.2 Death or permanent invalidity of the Contractor: the Contractor shall indicate his nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 53 of GCC.

However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

### ***F. Other Conditions of Contract***

#### **51. Labour**

- 51.1 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 safety, payment, housing, feeding and transport as per their mutual consent.
- 51.2 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.

#### **52. Compliance with Labour Regulations**

- 52.1 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, 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 Part I General Conditions 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 the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage caused by the personnel of Contractor or Contractor himself.

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.

- 52.2 Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out. The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period, unless and otherwise provided in the Contract, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason.
- 52.3 In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-Contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of

such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.

- 52.4 It shall be the responsibility of the Contractor to pay EPF/ESI contributions as required under prevailing laws. The Contractor shall bear all such cost and it would be deemed to be included in the Contract Price.
- 52.5 The employment of child labour is prohibited in the Contract. The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986.
- 52.6 The Contractor shall ensure that there is no gender bias in engagement of labour and other personnel and shall not make any discrimination against female employees. The Contractor shall comply with the Equal Remuneration Act, 1979 and Maternity Benefit Act, 1961.
- 52.7 The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. In this context, the Contractor is also required to familiarize himself with Labour Welfare Rules of the state concerned and comply with the provisions of the Building and other Construction Workers (Regulation and Employment & Conditions of Service), Act 1996 and the Cess Act, 1996.
- 52.8 The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour and welfare laws for his (and his Sub-Contractor's) staff and labour.
- 52.9 The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when directed by the Engineer.

### **53. Drawings and Photographs of the Works**

- 53.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Contractor for this.
- 53.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Employer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Employer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Employer in writing.

### **54. The Apprentices Act, 1961**

- 54.1 The Contractor shall duly comply with the provisions of the Apprentices Act, 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided

## Appendix General Conditions of Contract

### SALIENT FEATURED 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. Constructions 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 gets 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 3**

### **Conditions of Contract**

#### **Special Conditions of Contract**

These conditions vary and add to the Conditions of Contract set out in Part I General Conditions of Contract

- I. Contractor shall procure Bitumen from the Government approved refinery and shall produce the original C.R.C. issued by the refinery at the time of claiming the payment for bitumen along with the bill.
- II. May be specified as per requirement.



from the issue of Letter of Acceptance.

- (b) The updated programme shall be submitted at interval of ----- days. [Cl. 23.4]
- (c) The amount to be withheld for late submission of programme shall be Rs. 1000=00 per day for contract value up to 40 lacs [Cl. 25.4]
11. *No increase in rates of any items specified in Bill Of Quantities is allowed due to variation in quantities* [Cl 31.1]
12. The authorized person to make payments is *Executive Engineer RED Division ----- U.P* [Cl.35.3]
13. (a) Milestones to be achieved during the contract period
- (1) 1/8<sup>th</sup> of the value of entire contract work up to 1/4<sup>th</sup> of the period allowed for completion of construction
- (2) 3/8<sup>th</sup> of the value of entire contract work up to 1/2 of the period allowed for completion of construction.
- (3) 3/4<sup>th</sup> of the value of entire contract work up to 3/4<sup>th</sup> of the period allowed for completion of construction
- (b) Amount of liquidated damages for For Whole of work 1 percent of the Initial Contract Price delay in completion of works, rounded off to the nearest thousand, per week. This is minimum limit.
- (c) Maximum limit of liquidated damages for 10 per cent of the Initial Contract Price delay in completion of work rounded off to the nearest thousand per week. This is maximum limit. [Cl.38.1]
14. The standard form of Performance Security acceptable to the Employer Shall be an unconditional Fixed Deposit Receipt of the scheduled commercial Bank in favour of Executive Engineer RED Division ----- U.P. [Cl.41.1]
15. (a) The Schedule of Operating and Maintenance Manuals :N.A. [Cl.46.1]
- (b) The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 [Cl.46.1] days of issue of certificate of completion of whole or section of the work, as the case may be (Including L-Section and Cross Section of the road)
16. The amount to be withheld for failing to supply “as-built” drawings [Cl.46.2] by the date required is -----Rs. 50000.00
17. (a) The following events shall also be fundamental breach of contract: [Cl.42.2 (i)]  
 “The Contractor has contravened Clause 7.1
18. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be----- **20 %.** [Cl.48.1]

**Section 4**

**Specifications, Drawings and Schedule -C**

**Shall be attached as per nature of Work**

**Section 5 (Part I) for e-tendering  
FORM OF BID FOR PART I OF THE BID**

**Technical Qualification Part I of Bid**

*The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid.*

To

**EXECUTIVE ENGINEER/ASSISSTANT ENGINEER  
RURAL ENGINEERING DEPARTMENT  
DIVISION RAEBARELI**

Name of Works: - -----

Dear Sir.

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 11, and acceptance of provisions for Fraud and Corruption in the Bidding Document, I/we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.
2. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.

Authorized Signatory.....

Name and Title of Signatory.....

Name of Bidder.....

Authorized Address of Communication.....  
.....

Telephone Nos (Office) .....

Mobile No. ....

Facsimile (Fax) No. ....

Electronic Mail Identification (Email ID) .....

Strikeout which one is not applicable

# SECTION 5 (Part II) for e-tendering Form of Bid for Part II of the Bid

## Technical - Financial Part II of Bid

*The Bidder shall fill in and load this form for Part II of Bid separately from the form for Part I of the Bid*

To

**EXECUTIVE ENGINEER/ASSISSTANT ENGINEER  
RURAL ENGINEERING DEPARTMENT  
DIVISION RAEBARELI**

Name of Works: - \_\_\_\_\_

Dear Sir

1. With full understanding that Part II of our bid will be opened only if I/ we qualify on the basis of evaluation in Part I of the Bid, we offer to execute the works described above, remedy any defects therein, conformity with the Conditions of Contract, Specifications, Drawings and Bills of Quantities accompanying in Part II of the Bid.
2. This Bid and your written acceptance of it shall constitute a binding contract between us. I/ we understand that you are not bound to accept the lowest or any bid you receive.
3. I/ we undertake to commence the works on receiving the Notice to Proceed with the Work in accordance with the Contract Conditions.

Signature of Authorized Signatory.....

Name and Title of Signatory.....

Name of Bidder.....

Authorized Address of Communication.....

.....

Telephone Nos (Office) .....

Mobile No. ....

Facsimile (Fax) No. ....

Electronic Mail Identification (Email ID) .....

Strikeout which one is not applicable

## Section 5 for Manual Tendering

### Form of Bid

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

\_\_\_\_\_ [Date]

To,  
THE GOVERNOR OF UTTAR PRADESH Represented by Executive Engineer /Assistant Engineer, Rural Engineering Department, Division- RAEBARELI

Description of the Works

<b>1.</b>	<b>Name of Work:</b>		
<b>or</b>	<b>Name of Road: As per Tender Uploaded on Etender Website</b>	<b>Block</b>	<b>Length (Km.)</b>
	<b>From</b>	<b>To</b>	
<b>1</b>			

1. I/ We offer to execute the works described above and remedy any defects therein 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 schedule of rates/BOQ, as referred to in clause 12 of ITB

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 specified in the bid document

Signature of Authorized Signatory.....

Name and Title of Signatory.....

Name of Bidder.....

Authorized Address of Communication.....

.....

Telephone Nos (Office) .....

Mobile No. ....

Facsimile (Fax) No. ....

Electronic Mail Identification (Email ID) .....

Strikeout which one is not applicable

## **Section 6**

### **Bill of Quantities**

#### **Preamble**

1. Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
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.
2. 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.
3. Arithmetic errors will be corrected by the Employer.



## **Section 7**

### **Letter of Acceptance and Other Forms**

OFFICE OF THE EXECUTIVE ENGINEER,

**RURAL ENGINEERING DEPARTMENT, DIVISION-RAEBARELI**

NO.....

DATED .....

**LETTER OF ACCEPTANCE**

To,

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

This is to notify you that on behalf of the Governor of UP, the Executive Engineer /Assistant Engineer, Division-----, RED.,----- has accepted your Bid dated ..... for execution of the Work:

Description of the Works

1.	Name of Building Work: -----		Block :-	
	Name of Road: As per Tender Uploaded on Etender Website		Block	Length (Km.)
or	From	To		
1				

for DISTRICT- RAEBARELI-----for the contract Price of Rs..... (in words.....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. ----- (in words-----) duly pledged in the name of **Executive Engineer RED** ----- 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. 29.3 of ITB will be taken.

You are also requested to submit the work programme, List of Tools and Plants to be brought to site, Name of technical personnel to be deployed at site (if any), Name of borrow pits in case of Earth filling by cartage earth, Name of quarry from where the stone will be brought to site.

Strikeout which one is not applicable

Yours faithfully,

**Executive Engineer  
 Assistant Engineer  
 Rural Engineering Department  
 Division,**

No. & Dated as above.

Copy to **A.E R.E.D Div.,** ..... for information & necessary action.

**Executive Engineer  
 Assistant Engineer  
 Rural Engineering Department  
 Division**



- (10) Bill of Quantities as up loaded on website with the bid document for the said NIT, No any change in up loaded BOQ will be allowed.
- (11) NIT
- (12) T-4
- (13) T-5
- (14) T-6 in original.
- (15) Name of the Contractor Nominee as per clause 50.2 (if any) and
- (16) Any other document listed in the Contract Data.

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  
Assistant Engineer  
Rural Engineering Department  
Division,**

Was here unto affixed in the presence of:  
Signed, Sealed and Delivered by the said To,

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

In the presence of:

Assistant Engineer  
Rural Engineering Department,  
DISTRICT- RAEBARELI-

Binding Signature of Employer authorized representative

**Executive Engineer  
Assistant Engineer  
Rural Engineering Department  
Division,**

Binding Signature of Contractor

.....  
.....

*Strike out which is not applicable*

**OFFICE OF THE EXECUTIVE ENGINEER,**

**DIVISION:-**

**RURAL ENGINEERING DEPARTMENT, CIRCLE-**

**Issue of Notice to proceed with the work**

LETTER NO.....

DATED.....

To,

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

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 29.1 and signing of the contract for the construction of

1.	Name of Work: -----		Block:	Length (Km.)
	or Name of Road: As per Tender Uploaded on Etender Website		Block	
	From	To		
1				

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Date of Start: -----

Due date of Completion: -----

Defect Liability Period: -----

**Yours faithfully,**

**Executive Engineer  
 Assistant Engineer  
 Rural Engineering Department  
 Division,**

No. & Dated as above.

Copy to **A.E** Div, R.E.D. for information & necessary action.

**Executive Engineer  
 Assistant Engineer  
 Rural Engineering Department  
 Division,**

*Strike out which is not applicable*

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¼vLFkk;h irk½ -----  
----dk fuoklh gWwaA eSa “kiFk iwoZd fuEu ?kks”k.kk djrk gWwa

1- eSa xzk0v0fo0 dk ,@ch@lh@Mh@bZ Js.kh dk iathd`r Bsdsnkj gwW@ugha gwWwaA ¼foHkkx }kjk fuxZr Js.kh laca/kh izek.k&i= layXud fd;k tk;½ esjs ikl i;kZlr py vkSj vpy lEifRr gS vkSj O;olkf;d :i ls eSa xzk0v0fo0 ds dk;kZs dks iwjk djus ds fy, l{ke vkSj leFkZ gWwaA esjs ikl vko”;d e”kkhuas vkSj midj.k vkfn Hkh gSa rFkk eq>s bl dk;Z dk iz;klr vuqHko gSA

2- xzk0v0 foHkkx }kjk tks ¼dk;Z dk fooj.k fy[k tk;½-----  
----- djkus dh fufonk fuxZr dh xbZ gS mlDs fy, eSa foHkkx }kjk fu/kkZfjr izk:i ij fufonk Hkj jgk gWaWwa

3- esjs }kjk fn;s tk jgs izek.k&i=% pfj= izek.k i=@gSfl;r izek.k&i=@vk;dj izek.k&i=@O;kikj dj izek.k&i=@chM lSD;ksfjVh izek.k&i=@chM dSfiflVh izek.k&i=@tekur /kujkf”k vkfn dk izek.k&i= rFkk vU; lqlaxr vfHkys[k vkfn ewy:i esa@vko”k;d izekf.kr izfr fufonk i= ds lkFk layXud dj fn;s x;ss gSaA

4- esjk iSu ua0 ----- gSA ¼vk;dj foHkkx }kjk iznRr izek.k&i= layXud fd;k tk;½

- 5- esjs fo:) vijkf/kd eqdneksadk fooj.k fuEu izdkj gSA ;gkWa iwjk fooj.k fn;k tk;A
  - 1- eqdnek uEcj -----
  - 2- /kkjk;sa -----
  - 3- Fkkuk -----
  - 4- tuin -----

5- U;k;ky; ¼tgkW a eqdnek py jgk gS½ -----

6- eSa yksd fuekZ.k foHkkx@ xzk0v0foHkkx vFkok jkT; ljdkj ds vU; foHkkxksa }kjk CySd fyLVsV Bsdsnkj dh Js.kh esa ugha vkrk gWawA eSa vijkf/kd xfrfof/k;ksa] ekfQ;k rFkk xSaxsLVj xfrfof/k;ksa vkSj laxfBr vijf/k djus dh xfrfof/k;ksa vkSj vlkekftd dk;ksZa vkfn esa fyLr ugha gwWawA eSa ekfQ;k vkSj vijf/kh ugha gWawA esjk pky&pyu] dk;Z rFkk vkpj.k mRre gSA

7- esjs fo:) tuin esa rFkk izns" k esa dksbZ Hkh eqdnek ntZ ugha gSA

8- eSa ckj dkSafly dk lnL; ugha gqWA

9- ;fn BsdK izklr djus ds lk"pkr~ esjs fo:) ekfQ;k xfrfof/k;ksa@vlkekftd xfrfof/k;ksa ,oa laxfBr vijkf/kd xfrfof/k;ksa esa fyLr gksus ds ckjs esa dksbZ f"kdK;r izekf.kr ik;h tkrh gS rks l{ke vf/kdkjh dks ;g vf/kdkj gksxk fd og esjk BsdK@vuqcU/k fujLr dj nsA bl ij eq>s dksbZ vkifRr ugha gksxhA esjs }kjk ;fn foHkkx@jkT; ljdkj ds fo:) dksbZ vijkf/kd d`R; fd;k tkrk gS vFkok ljdkjh /ku dk xcu fd;k tkrk gS rks l{ke vf/kdkjh dks ;g vf/kdkj gksxk fd og esjs fo:) vijkf/kd eqdnek fu;eksa ds vUrxZr ntZ dj;sa

10- eSa vuqcU?k dh "krksZa ds vuqlkj le; ls] iwjh xq.koRrk ds lkFk&lkFk fu/kkZfjr fo"kf"V;ksa ds vuq:i dk;Z iwjk d:aWxk vkSj foHkkx dks iwjk lg;ksx iznku d:aWxkA

11- esjk dk;Z ,oa vkpj.k mRre gSA

12- eSa "kiFkiwoZd ?kks" k.kk djrk gWaw fd esjk LFkkbZ irk vkSj vLFkkbZ irk fuEu izdkj gS%&

¼v½ LFkk;h irk ¼nwjHkk" k lfgr½ -----

¼c½ vLFkk;h irk ¼nwjHkk" k lfgr½ -----

¼;gkW a iwjk irk nwjHkk" k lfgr ,oa fiudksM lfgr fy[kk tk;½

13- eSa "kiFk iwoZd ?kks" k.kk djrk gWaw fd eSa mijksDr irs ij jgrk gWaw rFkk foHkkx }kjk iznku fd;s x;s dk;Z ds iwjk gksus rd esjs fdlh irs esa lkekU;r% dksbZ ifjorZu ugha gksxkA ;fn vijgk;Z ifjLFkfr;ksa esa fdlh irss esa ifjorZu gksrk gS rks bldh lwpuK eSa rRdky vf/k"kkllh vfHk;Urk] xzk0v0foHkkx vkSj ftyk eftLVs<sup>a</sup>V@dysDVj dks nwaWxkA

14- eSa ;g Hkh ?kks" k.kk djrk gWaw fd foHkkx ds ftl dk;Z ds fy, esjs }kjk BsdK fy;k tk jgk gS mlds lkis{; py ,oa vpy lEifRr dk gSfl;r izek.k&i= ftyk eftLVs<sup>a</sup>V@dysDVj ¼tuin dk uke fy[kk tk;½ ----- }kjk

izklr djds izekf.kr Nk;k izfr layXu fd;k tk jgk gSA ;g Hkh ?kks"k.kk djrk gWaw  
 fd bl gSfl;r izek.k&i= dk mi;ksx vU; dk;ksZa ds fy, ugha fd;k tk;sxA

15- eSa viuh iw.kZ tkudkjh esa iwjs gks" k o gok" k esa] LoLFkfpRr Is] iwjh  
 IR;fu"Bk Is rFkk LosPNk Is ;g "kiFk&i= fy[kdj ns jgk gWawA bZ"oj esjh enn djsaA

fnukad -----

"kiFkh dk iwjk gLrk{kj  
 iwjk uke&  
 irk&

**uksV%&** 1- ;g Lo?kks"k.kk "kiFk&i= :0 100@& ¼:0 ,d lkS½ ds Stamp paper ij  
 uksVjh }kjk lk{;ksa dh mifLFkfr esa IR;kfir djkrS gq, fn;k tk;sxA  
 2- vIR; "kiFk&i= nsuk ,d laxhu vkSj laKs; vij/k gSA  
 3- lacaf/kr O;fDr }kjk ikliksVZ lkbT dk viuk QksVksXkzkQ] tks jktif=r vf/kdkjh  
 }kjk izekf.kr gks] 'kiFk&i= ds Åij fu/kkZZfjr LFkku ij pLlk fd;k tk;sxA