R.E.D. – T – 2

Standard Bidding Document
For
Works Costing above Rs. 40 Lakh

For

Construction of Roads & Building works

(Approved by Uttar Pradesh Government)

(Vide GO No 3271/92-1-2018-65M/2014 dated 16-11-2018 and GO No 3471/92-1-2021-65M/2014 dated 13-01-2022)

UTTAR PRADESH
RURAL ENGINEERING DEPARTMENT
DISTRICT: MAHARAJGANJ

Checklist available on the website only for guidance of the bidders who are submitting the bid on-line, but this will not be treated as SBD clauses.

Please read the bidding document carefully before bidding

S.No	Requirements	Bidder has to submit scanned copy on-line duly signed by him or his authorized signatory
1	Cost of Bid Document as per NIT	Bidder has to pay the Cost of Bid document in the Govt. 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. Proof of Payment will be generated when payment made through e-tender portal by Internet Banking.**
2	Acceptable EMD/Bid Security as provided in Part -16 and 12.1(III) of ITB valid for 45 days beyond the validity of the bid	Bidder has to Pay the EMD/Bid Security in the Govt. 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. Proof of Payment will be generated when payment made through e-tender portal by Internet Banking.**
3	Part I and Part-II Bid being properly submitted through e-procurement system by the Bidder as provided in **Clause -,12.1 and 18.2 of ITB**	Bidder has to submit on-line scanned copy of Form of Bid for Part –I of Bid and Form of Bid for Part II of the Bid exactly as per attached format with the bid document duly signed by the Bidder. Submit Form of Bid for Part II of the Bid also with financial bid.
4	Name of the Bidder appearing in the bid form is the same as the name whose electronic signature has been used for uploading the bid.	Name of the Bidder must be same as per his DSC otherwise bid may be rejected. Bidder must submit his authorized address for communication, mobile no; Fax no, e-mail-id.
5	**Section-3** prescribed Qualification format filled up in all aspects is submitted as provided in Para 4.1 and 12.1(IV) of ITB.Section-3 Must be submitted on-line.	Bidder has to submit on-line scanned copy of Qualification Information **Section-3** each column duly filled up completely and signed by the bidder. Do not write *"attached"* otherwise bid may be disqualified. **Filling of this section is mandatory.** *All bidders are advised to get this format typed separately with each column filled up and submit required document in support of filled up data.* *Fill-up details of all on-going works, Bid already submitted but not accepted, bid for which letter of acceptance has been issued but bond not signed, in section-3 column 1.3.3 of qualification information* ***Section-3*** *format. Do not conceal any information. In Bid, capacity calculation, bid already submitted amount would not be deducted because it is not guaranteed that the said bid will be awarded to the bidder but amount of all awarded work will be deducted.* *Submit the required document in support of information given in qualification information* ***Section-3*** *format clearly mentioning the name of clause of section-3 for which the*

		documents are i.e. 1.1, 1.2, 1.3, 1.3.1etc otherwise bid may be rejected. *Submit the certificate from Ex.En. for all on-going works otherwise bid will be rejected or otherwise submit an affidavit that there is no any ongoing works pending, or no any bids have been submitted in any other department or if any bid submitted but not finalized or letter of acceptance has been issued for such and such amount but contract bond not signed.*
6	Bidder should have valid registration with Employees Provident Fund organization under *EPF* and Miscellaneous Provisions Act, 1952. as per clause 4.1.1 of ITB	Bidder has to submit on-line scanned copy of EPF registration certificate duly signed by him or an undertaking/Affidavit that he or his firm is not eligible for EPF registration due to less than 20 employees.
7	Copy of Original documents defining the legal status, place of business & registration, written power of attorney or the signatory of the bid to commits the Bidder as provided in Para 4.2(a) of ITB	Bidder has to submit on-line his valid registration certificate in UP RED, in appropriate class (A, B or C as the case may be) Partnership deed (if any), Valid registration certificate from the Registrar firm, Written power of attorney duly signed by the Registrar firm (if any). In case of Company: - Memorandum of Company, Registration certificate as per company act, Authorized Director name to sign the documents. All documents must be uploaded on-line duly signed by the Bidder.
8	(a) Achieved minimum annual financial turn over (as certified by Chartered Accountant, and at least 50% of which is from Civil Engineering construction works) in any one year in last five years volume equal to 100% of Estimated value of work updated to current price level as per clause 4.4A (a) of ITB turn over should be Civil Engineering Works as provided in Para 4.2(b) of ITB.	Bidder has to submit on-line scanned copy of certificate of annual turnover by the Chartered Accountant for the last five financial years with the breakup of at least 50% of which is from Civil Engineering construction works in each year. This document must be uploaded on-line duly signed by the bidder. **This document is mandatory.**
9	(b) Satisfactorily completed as a prime Contractor at least one similar work of value equal to **one-third** of package value excluding maintenance cost as per clause 4.4A (b) of ITB as provided in Para 4.2(c) of ITB.	Bidder has to submit on-line scanned copy of certificate of work experience (Certificate of similar nature work equal to required value of last five years issued by not below the rank of Executive Engineer. The certificate should bear the date of start, due date of completion as per contract bond, actual date of completion, actual value of final payment, Contract bond number, Amount of contract bond. This document must be uploaded on-line duly signed by the Bidder. **This document is mandatory.**
10	(i) A Copy of **PAN** issued by the IT authority as per clause 4.4 B-a(i) of ITB	Bidder has to submit on-line scanned copy of PAN duly signed by him. *Submit the PAN of the Contractor /Firm/ Company.* *Don't upload the individual's PAN of the Partners/Directors of Firms/Company.*
11	(ii) An affidavit that the information furnished with the bid documents is correct in all respects as per clause 4.4 B-a (ii) of ITB.	Bidder has to submit on-line scanned copy of Affidavit of correctness exactly on the format prescribed in the bid document. Original Affidavit of Correctness and Self Attested copy of

		Bid id generated after submission of bid will be submitted at the time of Signing of Contract Bond ***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.*** This document must be uploaded on-line duly signed by the Bidder.
	(iii) Other certificate as defined in the Bid Data Sheet as per clause 4.4 B-a(iii) of ITB.	
12	(a) Copy of **GST** registration	Bidder has to submit on-line scanned copy of GST registration certificate of Company/Firm/Contractor in GST Department duly signed by him.
13	(b) Copy of Labour registration	Bidder has to submit on-line scanned copy of Labour registration certificate of Company/Firm/Contractor in labour department duly signed by him.
14	Availability of Key equipment for construction work, either owned or on-lease or on-hire, including establishing field laboratory requirement Para {4.4-B (b)-(i)} of ITB as provided in Para 4.2(d) of ITB.	Bidder has to submit on-line scanned copy of Affidavit of availability of key equipment either by own or to be taken on lease or to be purchased along with proof of ownership, Affidavit from the leaser and lease. All documents must be uploaded on-line duly signed by the Bidder. ***Submit the leaser affidavit from whom you will hire the required Tools and Plants and affidavit from yourself that you will hire such T& P or otherwise an affidavit from yourself that you will purchase the mentioned T&P after award of work also Submit an affidavit about your own T&P. Submit documentary proof of all T&P like RC, Invoice etc.***
15	Qualification and experience of the Key-site management and technical personnel proposed for the contract as defined in sub - clause Para {4.4B (b)-(ii)} of ITB as provided in Para 4.2(e) of ITB.	Bidder has to submit an affidavit on-line of availability of key site management and technical personnel along with proof of payment of their salary either acquaintance roll or pay certificate and their qualification information**.** All documents must be uploaded on-line duly signed by the Bidder. *Submit the Technical staff's affidavit that they are working with you, Affidavit from yourself that they are working with you, their degree and certificate, Proof of payment of their salary.* ***If required Staff is not available with you then submit an affidavit regarding actual available staff and rest required staff will be arranged after award of work***.
16	An affidavit from the Bidder that the bid will be valid up to 90 days from the last date of submission of bid as per clause 15.1,12.1(V) of ITB.	Bidder has to submit an affidavit or undertaking on-line that the bid will be valid up to 90 days from the last date of bid submission. This document must be uploaded on-line duly signed by the Bidder.
17	Report on the financial standing of the Bidder such as profit and loss statements and auditor's report for the past three years as provided in Para 4.2(f) of ITB.	Bidder has to submit on-line scanned copy of Loss and profit statement and complete audit report (3CB and 3CD) of at least last three year of last five year duly signed by the Bidder otherwise bid may be disqualified.

18	An undertaking that the Bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works; as per clause 4.2(g)	Bidder has to submit scanned copy of an undertaking that the Bidder will be able to invest a minimum of cash up to the 10 % of the contract price during the implementation of the works; These documents must be uploaded on-line duly signed by the Bidder.
19	Access to line of credit from the bank as provided in Para 4.2(h) and 4.4B (a)-(iii) of ITB & as stated in qualification information.	Bidder has to submit on-line scanned copy of ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES (BANK CERTIFICATE) exactly on the attached format with Bid document. This document must be uploaded duly signed by the Bidder otherwise, bid may be disqualified.
20	Authority to seek reference from the Bidder's Bankers as provided in Para 4.2(i) of ITB.	Bidder has to submit on-line scanned copy of Authority to **Seek reference certificate from his bankers** exactly on the attached format with Bid document. This document must be uploaded duly signed by the Bidder otherwise bid may be disqualified.
21	The bidder must produce an affidavit stating that the near relations defined as first blood relations of the bidder, and their spouses of the following departmental officers employed in the division. (J.E's, A.E.'s, DAOs, E.E.'s, SE and other clerical staff) clearly mentioning the names and designation of relatives working in any capacity in the Rural Engineering Department along with Posting Place. A bidder shall not be permitted to bid in a Circle responsible for award and execution of contracts in which his or his spouse's near relatives (defined as first blood relations, and their spouses) is posted in any capacity such as clerical staff, Divisional Accountant officer or as an officer in any capacity between the grades of Superintending Engineer to Junior Engineer (both inclusive).as per clause 4.4 B-c(j) of ITB	Bidder has to submit on-line scanned copy of an affidavit stating that the near relations defined as first blood relations of the bidder, and their spouses, of the following departmental officers Divisional Accountant officer, Junior Engineer, Assistant Engineer, Executive Engineer, Superintending Engineer, and other clerical staff clearly mentioning the names and designation of their relatives working in any capacity along with Posting Place in the Division / Circle of U.P. Rural Engineering Department. This document must be uploaded on-line duly signed by the Bidder.
22	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 from the state or central Govt. departments. as per clause 4.4 B-c (ii)of ITB	Bidder has to submit on-line scanned copy of an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years from the state or central Govt. departments.
23	Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution as provided in Para 4.2(j) of ITB	Bidder has to submit on-line scanned copy of an information regarding litigation arbitration, blacklisting, debarring etc. This document must be uploaded on-line duly signed by the Bidder.
24	Proposal for sub-contracting components of the works amounting components more than 25 % of the bid price as provided in Para 4.2(k) of ITB.	Bidder has to submit on-line scanned copy of proposal for sub-contracting if any. This document must be uploaded on-line duly signed by the Bidder.

25	Proposed methodology and programme of construction as provided in Para 4.2(l) of ITB	Bidder has to submit on-line scanned copy of Bar chart, Details methodology of the proposed programme of construction and Quality Management Plan proposed for completion of the work as per technical specifications and within the stipulated period of completion. These documents must be uploaded on-line duly signed by the Bidder.
26	Self-Attested copy of T-4, T-5, an affidavit on RED T-6 on a single non judicial Stamp paper of Rs. 100.00 and affidavit regarding member of any bar council.	Bidder has to submit on-line scanned copy of T-4, T-5, an affidavit on RED T-6 on a single non judicial Stamp paper of Rs. 100.00 and affidavit regarding member of any bar council. These documents must be uploaded on-line duly signed by the Bidder.
27	Authorized address of the Bidder: email-id, mobile no, facsimile no, and contact address written on his letter pad.	Bidder has to submit scanned copy of his authorized address: email-id, mobile no, facsimile no, and contact address written on his letter pad. This document must be uploaded on-line duly signed by the Bidder.
28	**Finally, in General**	All up loaded document must bear the signature of Bidder or his authorized agent. 1. Do not submit unnecessary Documents, Affidavits etc that are not required. 2. Do not submit the Bid Capacity calculation sheets along with your technical bid. Bid appraisal committee will itself calculate your bid capacity? 3. Get Qualification Information **Section-3** format typed on separate paper, fill-up each & every column precisely, and upload the filled-up format duly signed by you. **Filling of this section is mandatory.** 4. Submit only those documents required as per above checklist. 5. While submitting your bid never try to conceal any information, which will cause disqualification as well as blacklisting/debarring latter on. 6. All affidavit submitted by the Bidder must bear the, readable Name and Seal of the attestation officer **(**Magistrate/ Sub-Judge/ Notary Public). S.No. of register as well as registration number of Notary Public must be mentioned otherwise all such Affidavit will be treated as **False** affidavit. 7. Any affidavits issued before tender process will not be acceptable and any affidavits which is used earlier cannot be reused such type of affidavit will be treated as state revenue loss. 8. Before submission of bid, you must be sure that your document is complete in all aspect. 9. Please be noted that in case of any documents attached with your bids is found forged or incorrect in any manner, whatsoever, then a legal action like FIR, Blacklisting shall be done against the bidder. 10. Do not rely fully upon the Operator.

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Model Bidding Document for Construction Work Costing Above Rs. 40 Lakh

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SECTION 1

LIST OF IMPORTANT DATES

E-PROCUREMENT NOTICE

NOTICE INVITING TENDERS

SECTION 1

OFFICE OF SUPRINTENDING ENGINEER RURAL ENGINEERING DEPARTMENT, CIRCLE GORAKHPUR

List of Important Dates of Bids for Construction of Roads under Uttar Pradesh Rural Engineering Department

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

2	Completion Period for construction of works:	**Mention in NIT** months (including Rainy Season)
3	Date of Issue of Notice Inviting Bid	**02/04/2026**
4	Period and Places of Sale of Bidding Documents	**Period of availability of Bidding Documents on website https://etender.up.nic.in. from dated 10/04/2026 to dated :- 04/05/2026**
5	web site of tender	**https://etender.up.nic.in**
6	**Time, Date and Place of Pre-Bid Meeting**	Place: OFFICE OF THE SUPRINTENDING ENGINEER RURAL ENGINEERING DEPARTMENT, CIRCLE GORAKHPUR **Address :- Daudpur, Canal Road, Post Shivpuri, Gorakhpur** **29/04/2026 Time :- 11.00 PM**
7	Deadline for Receiving Bids	Deadline for Receiving Bids on line, including Scanned copy other document. **04/05/2026 Time up to 12:00 Noon**
8	Date of Submission of original documents	Original Affidavit of Correctness and Self Attested copy of Bid id generated after submission of bidwill be submitted at the time of Signing of Contract Bond to employer. Employer Office :- SUPRINTENDING ENGINEER RURAL ENGINEERING DEPARTMENT, CIRCLE GORAKHPUR Address :- Daudpur, Canal Road, Post Shivpuri, Gorakhpur
9	Time and Date for opening Bid/Bids	**Opening of Bids: The Bids will be opened on-line by the authorized officer at the appointed time** **Time and Date for opening of the Bid** **Date :*05/05/2026 Time :- 12.30 PM**
	web site of RED	***https://www.upred.gov.in*** (not for tendering)
10	Place of opening Bid/Bids	OFFICE OF THE SUPRINTENDING ENGINEER RURAL ENGINEERING DEPARTMENT, CIRCLE GORAKHPUR- Address :- Daudpur, Canal Road, Post Shivpuri, Gorakhpur
11	Last Date of Bid Validity	90 Days from the deadline date for bid submission
12	Officer inviting Bids	SUPRINTENDING ENGINEER RURAL ENGINEERING DEPARTMENT, CIRCLE GORAKHPUR on behalf of the Governor of UP

कार्यालय अधीक्षण अभियन्ता, ग्रामीण अभियन्त्रण विभाग, परिमण्डल–गोरखपुर।
कार्यालय पताः–दाऊदपुर, कैनाल रोड, (दुर्गा मन्दिर कम्पाउण्ड), पोस्ट–शिवपुरी, गोरखपुर, E-mail I D-scredgorakhpur@gmail.com

ई–प्रोक्योरमेण्ट नोटिस

नि0आ0सू0–23 / ग्रा0अ0वि0 / निविदा / 2026–27 दिनांक–02.04.2026

1– अधीक्षण अभियन्ता, ग्रामीण अभियन्त्रण विभाग, परिमण्डल–गोरखपुर महामहिम राज्यपाल, उत्तर प्रदेश की ओर से उ0प्र0 ग्रामीण अभियन्त्रण विभाग (आर0ई0डी0) के उचित (**श्रेणी–ए, बी, सी**) में पंजीकृत निविदादाताओं से ई–टेण्डरिंग के माध्यम से निम्न कार्य हेतु प्रतिशत् दर (%) की निविदाएं आमन्त्रित करते हैं।

2 वित्तीय वर्ष 2025–26 में संतुलित **क्षेत्रिय विकास (पूर्वान्चल) निधि योजना के अन्तर्गत** स्वीकृत कार्य का नाम निम्नानुसार है:–

क्र0 सं0	जनपद	कार्य का नाम	अनुमानित लागत (रु0 लाख) (जी0एस0टी0 रहित)	धरोहर की धनराशि (रु0 लाख)	निविदा प्रपत्र का मूल्य (जी0एस0टी0 सहित)	कार्य पूर्ण करने की अवधि
1	2	3	4	5	6	7
1	महराजगंज	बी.एम.सी.टी. मार्ग से रामनगर दुवियहवा मार्ग का नव निर्माण कार्य	**81.00**	**1.62**	**रू0–2714.00**	**9 माह**
2		परतावल पिपराईच रोड से रामपुर उपाध्याय मार्ग तक नव निर्माण कार्य	**56.20**	**1.12**	**रू0–2714.00**	**9 माह**
3		विकास खण्ड–घुघली महराजगंज घुघली शिकारपुर मार्ग से बेलवा टीकर नहर पटरी होते हुए शहीद स्मारक विशुनपुर गबड्डुआ तक सड़क पिच निर्माण कार्य	**136.78**	**2.74**	**रू0–2714.00**	**9 माह**
4		विकास खण्ड–निचलौल अन्तर्गत ग्राम सभा रमपुरवां में विभिन्न गलियों में सी0सी0 रोड निर्माण कार्य	**54.98**	**1.10**	**रू0–2714.00**	**9 माह**
5		बहुआर पंचायत भवन से पश्चिम विनय पटेल के घर व नरेन्द्र दीक्षित एवं विरेन्द्र यादव के घर से बहुआर खुर्द टोला तक सी0सी0 रोड निर्माण कार्य	**71.35**	**1.43**	**रू0–2714.00**	**9 माह**
6		ग्राम पंचायत पैकौली में रामरतन तिवारी के खेत से पंचायत भवन होते हुए प्राथमिक विद्यालय तक सी0सी0 रोड निर्माण कार्य	**52.55**	**1.05**	**रू0–2714.00**	**9 माह**
7		नगर पंचायत आनन्द नगर के वार्ड नं0–10 विन्ध्यवासिनी नगर में अष्टभुजा के घर के सामने से कृष्णा बिल्डिंग मैटेरियल बाईपास तक सी0सी0 रोड निर्माण कार्य	**60.25**	**1.20**	**रू0–2714.00**	**9 माह**
8		ग्राम हरलालगढ़ अयोध्या टोला से रतनपुर तक सड़क का निर्माण कार्य	**57.62**	**1.15**	**रू0–2714.00**	**9 माह**
9		ग्राम पंचायत पकरडीहा विकास खण्ड लक्ष्मीपुर में सड़क सी0सी0 रोड का कार्य	**39.35**	**0.79**	**रू0–2714.00**	**6 माह**

3– ई–प्रोक्योरमेण्ट के माध्यम से निविदा प्रकाशित होने की तिथि–**10.04.2026**

4– बिड डाक्यूमेण्ट की ई–प्रोक्योरमेण्ट द्वारा निविदा डालने की अन्तिम तिथि–**04.05.2026** एवं समय **दोपहर 12.00 बजे** तक।

5– बिड डाक्यूमेण्ट की ई–प्रोक्योरमेण्ट द्वारा निविदा खोलने की तिथि–**05.05.2026** एवं समय **दोपहर 12.30 बजे** तक।

6– बिड डाक्यूमेण्ट के आई0टी0बी0 क्लाज–10 के अनुरुप **अधीक्षण अभियन्ता ग्रामीण अभियन्त्रण विभाग, परिमण्डल–गोरखपुर** को यह अधिकार होगा कि वह ऑन लाईन शुद्धि–पत्र / परिशिष्ट निर्गत कर सकते है। जो कि समाचार पत्रों में प्रकाशित नहीं होगा। समस्त निविदादाताओं को यह सुझाव दिया जाता है, कि वह नियमित रूप से ई–टेण्डर पोर्टल का अवलोकन करते रहे।

विस्तृत विवरण एवं शर्तें **आन–लाइन http://etender.up.nic.in** पर देखे एवं डाउनलोड किये जा सकते हैं।

(दिलीप कुमार शुक्ला)
अधीक्षण अभियन्ता,

पत्रांक एवं दिनांक उपरोक्तानुसार।

प्रतिलिपि निम्नलिखित को सूचनार्थ एंव आवश्यक कार्यवाही हेतु प्रेषित :–

1– निदशक एंव मुख्य अभियन्ता, ग्रामीण अभियन्त्रण विभाग, जवाहर भवन, उत्तर प्रदेश, लखनऊ।

2– मुख्य अभियन्ता (पू0क्षे0 / पश्चिमी क्षे0), ग्रामीण अभियन्त्रण विभाग, उत्तर प्रदेश ,लखनऊ।

3– समस्त अधिशासी अभियन्ता, ग्रामीण अभियन्त्रण विभाग, परिमण्डल–गोरखपुर।

4– नोटिस बोर्ड पर चस्पा हेतु।

अधीक्षण अभियन्ता,
ग्रामीण अभियन्त्रण विभाग,
परिमण्डल–गोरखपुर।

कार्यालय अधीक्षण अभियन्ता, ग्रामीण अभियन्त्रण विभाग, परिमण्डल–गोरखपुर

कार्यालय पताः–दाऊदपुर, कैनाल रोड, (दुर्गा मन्दिर कम्पाउण्ड), पोस्ट–शिवपुरी, गोरखपुर

E-mail-ID-seredgorakhpur@gmail.com

नि0आ0सू0–170 /ग्रा0अ0वि0/निविदा/2026–27 दिनांकः–04.05.2026

शुद्धि पत्र

इस कार्यालय के नि0आ0सू0–23/ग्रा0अ0वि0/निविदा/2026–27 दिनांक–02.04.2026 द्वारा जनपद–महराजगंज में "**वित्तीय वर्ष 2025–26 में संतुलित क्षेत्रिय विकास (पूर्वान्चल) निधि योजना**' ई–प्रोक्योरमेण्ट नोटिस द्वारा निविदा आमंत्रित की गयी थी, उक्त निविदा में अपरिहार्य कारणों से एतद्द्वारा आंशिक संशोधन किया जाता है। उक्त निविदा के क्रम संख्या–4 एवं 5 पर अंकित कार्य की निविदा को डालने की अंतिम तिथि 04.05.2026/समय दोपहर 12.00 बजे तक एवं खोलने की तिथि 05.05.2026/समय 12.30 बजे अंकित है, **के स्थान पर अब निविदा डालने की अंतिम तिथि 20.05.2026/समय दोपहर 12.00 बजे तक एवं खोलने की तिथि 21.05.2026/समय 12.30 बजे पढ़ा जायें।**

इस अवधि के मध्य में यदि कोई शुद्धि पत्र होगा तो उसे वेबसाईट पर अपलोड कर दिया जायेगा।

शेष सभी शर्ते यथावत रहेंगी।

(दिलीप कुमार शुक्ला)
अधीक्षण अभियन्ता,

पत्रांक एवं दिनांक उपरोक्तानुसार।

प्रतिलिपिः–निम्नलिखित को सूचनार्थ एंव आवश्यक कार्यवाही हेतु प्रेषितः–

1– निदेशक एंव मुख्य अभियन्ता, ग्रामीण अभियन्त्रण विभाग, जवाहर भवन, उत्तर प्रदेश, लखनऊ।

2– मुख्य अभियन्ता (पू0क्षे0/पश्चिमी क्षे0), ग्रामीण अभियन्त्रण विभाग, उत्तर प्रदेश, लखनऊ।

3– समस्त अधिशासी अभियन्ता, ग्रामीण अभियन्त्रण विभाग, परिमण्डल–गोरखपुर।

4– नोटिस बोर्ड पर चस्पा हेतु।

अधीक्षण अभियन्ता,
ग्रामीण अभियन्त्रण विभाग,
परिमण्डल–गोरखपुर।

Section 2

Instructions to Bidders

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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 Source of Funds

2.1 The Government of the State U.P. as defined in the Appendix to ITB has decided to undertake the works of construction roads and Building works.

3. Eligible Bidders

3.1 Invitation for bids is open to all Bidders (Contractor) registered with Rural Engineering Department (UP) in Categories **A/B or C** as the case may be or as defined in the Appendix of ITB.

3.2 Bidders shall not be declared in-eligible for corrupt and fraudulent practices or declared as Debar or Blacklisted 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

3.3 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.

3.4 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.

3.5 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.

4. Qualification of the Bidder

4.1 All Bidders shall provide in Section 3, Forms of Bid and Qualification information in the form of affidavit on 100 Rupees non-judicial stamp paper (with all column filled up only attached written form will not be accepted),

a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.1.1 Bidder should have valid registration with Employees Provident Fund organization under EPF and Miscellaneous Provisions Act, 1952.

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

(a) Copies of documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.

(b) Total monetary value of civil construction works performed for each of the last five years.

(c) Experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent.

(d) Evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.

(e) Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.

(f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past any three years of last five years

(g) An undertaking that the Bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works.

(h) Evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 per cent of the contract value not less than Amount indicated in Appendix to ITB) certified by banker (the certificate being not more than 3 months old.)

(i) Authority to seek references from the Bidder's bankers; Authority to seek references on the Bidder letter head will not be accepted.

(j) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter.

(k) Proposal for subcontracting the components of the works for construction/ Up gradation aggregating not more than 25% of the contract price: - and

(l) The proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion also including cash inflow chart and funds required at different stage of works.

NB: - Contract Value is the sum of construction cost and maintenance cost (if any) excluding GST

4.3 **Bids from joint venture are not allowed.**

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

a) Achieved in any one year a minimum financial turnover (as certified by Chartered Accountant, and at least 50% of which is from Civil Engineering construction works) volume of construction work of at least the amount equal to the estimated cost of works for which bid has been invited. The turnover will be indexed at the rate of 8 per cent per year.

b) Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.

4.4 B (a) Each Bidder must produce:

(i) PAN Card of Firm/company or contractor.

(ii) An affidavit that the information furnished with the bid documents is correct in all respects exactly in the format provided with the bid documents; and

(ii) Such other certificates as defined in the Appendix to ITB.

Failure to produce the required certificates shall make the bid non-responsive.

(b) Each Bidder must demonstrate:

(i) Availability for construction work, of the owned, key equipment required as stated in the Appendix to ITB including equipment's required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB.

(ii) Availability of technical personnel required for construction work as stated in the Appendix to ITB.

(iii) Liquid assets and /or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB.

(c) The Bidder must not have his or his spouse near relatives posted in any capacity within Circle/Division:

(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) Without Government permission, any person who is retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

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

Important: - If any bidder is bidding more than one package/Lot in the Notice Inviting Tender the bidder must inform in writing to the Tender Inviting Authority at the time or before the opening of technical bid about one of the following two options failing which the Tender Inviting Authority will act as follow.

Financial bids of all qualifying bidders may be opened, and bids arranged in order with that package/Lots where the difference between potential **L-1** and potential **L-2** is the greatest followed by the one in which it is next greatest and so on. **L-1** will be awarded packages/Lots till his bid capacity is exhausted. The process will be repeated for the remaining packages based on difference between earlier potential **L-2** (now potential **L-1**) and earlier potential **L-3** (now potential **L-2**) values etc.

Qualification criteria will be applied to the individual contracts with combined evaluation methodology. If **L1** bidder is not qualifying due to lack of bid capacity in remaining bids, then **L2** may be considered if the variation between **L1** and **L2** is within a reasonable **5 %** and bid amount is acceptable by the authority otherwise tender will be re-invited.

4.5 Sub-Contractors experience and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria except to the extent stated in 4.4 A above.

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

Assessed Available Bid capacity = (A*N*M - B)

Where

A = Maximum value of Turn Over in any one year during the last five years as certified by Chartered Accountant (updated to the price level of the last year at the rate of 8 per cent a year) taking into account the completed as well as works in progress in which there should be at least 50% Civil Engineering works.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = M is taken 2.5

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

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

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

(i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

(ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

(iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5 **One Bid per Bidder**

5.1 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.

6. **Cost of Bidding**

6.1 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.

7. **Site Visit**

7.1 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. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

B. Bidding Documents

8. **Content of Bidding Documents**

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

1 Notice Inviting Tender

2. Instructions to Bidders

3. Qualification Information

4. Conditions of Contract (Part I General Conditions of Contract, and Contract Data: Part II Special Conditions of contract)

5. Specifications

6. Drawings

7. Bill of Quantities

8. Form of Bid

9. Form of Acceptance, Form of Agreement, and Issue of Notice to Proceed with the work, form of unconditional Bank Guarantee.

8.2 The bid document is available on-line 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.**

8.3 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 **25** hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-Bid Meeting

9.1 The electronic bidding system provides for on-line clarification. A prospective Bidder requiring any clarification about the bidding documents may notify on-line 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 of the public or other Bidders without identifying the source of request for clarification.

9.2 If a pre-bid meeting is to be held, the Bidder or his authorised representative is advised to attend it. Its date, time and address are given in the Appendix to ITB.

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

9.2.2 The Bidder is requested to submit any questions in writing or by email so as to reach the Employer not later than one week before the meeting.

9.2.3 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 8.1 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 10 of ITB and not through the minutes of the pre-bid meeting.

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

10. **Amendment of Bidding Documents**

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing on-line corrigendum. 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.

10.2 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 his 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.

10.3 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 20.2 of ITB.

C. Preparation of Bids

11. **Language of Bid**

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

12. **Documents Comprising the Bid**

12.1 The Bid submitted by the Bidder shall be in two separate parts.

Part I This shall be named as Technical Bid and shall comprise of:

I. Form of bid for Part I and II of the bid, as per format given in section 6 (to be submitted online).

II. **Cost of Bid Document (Tender Fee):** - To be paid 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** (Clause 8.2 of ITB). **Proof of payment will only be generated when payment made through e-tender portal by Internet Banking.**

III. Bid Security (EMD): - To be paid 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** as per clause 16.2 of ITB**. Proof of payment will only be generated when payment made through e-tender portal by Internet Banking.**

Uploading of proof of payment on on-line is not mandatory.

IV. Authorized address and contact details of the Bidder having the following information:

Address of communication:

Telephone No. (s):

Office:

Residence:

Mobile No.:

Facsimile (FAX) No.:

Electronic Mail Identification (E-mail ID):

Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.

V. Undertaking that the bid shall remain valid for the period specified in clause 15.1of ITB.
VI. Any other information/documents required to be completed and submitted by Bidders, as specified in the Appendix to ITB, and
VII. Scanned copy of the affidavit affirming that information he has furnished in the bid is correct to the best of knowledge and belief of the Bidder exactly as per format attached.
VIII. Other documents as mentioned in 12.2.

Part II. <u>It shall be named as Financial Part of Bid and shall comprise of:</u>

(i) Form of Bid for Part-II of the bid as specified in Section 6.
(ii) Priced bill of quantities for items specified in Section 7.

12.2 The documents and details mentioned in clause 12.1 above shall be submitted on-line on website ***<u>https://etender.up.nic.in</u>*** Details and process of on-line 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:
(i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 6.
(ii) Form of bid for Financial Part II of the bid, as per format given in Section 6. The entry of rates will be percentage rate basis for the work shall be made by the Bidder online.
(If option not available on-line, scanned copy of the Part I and Part II shall be uploaded.)

Technical Qualification Part I bid will consist as per (b) scanned copy uploaded on - line.

(b) Scanned copies of the following documents shall be uploaded on the website ***<u>https://etender.up.nic.in</u>*** at the appropriate place in the PDF form.
(i) Affidavit regarding correctness certificates exactly in the attached format {Clause 4.4 B (a) (ii) of ITB.
(ii) Qualification information shall be furnished by the Contractor in affidavit form on a non-judicial stamp paper of Rs. 100/- only in section-3 (Each column and row of section-3 format must be filled up with supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB. Attached word should not be written in the format otherwise bid may be declared disqualified.
(iii) Form of bid for Part I and II of the bid, as per format given in section 6 (to be submitted online) and original at the time of agreement. (*If option is not available on-line, scanned copy of Part I and Part II shall be uploaded*).
(iv) Self-attested copy of valid registration certificate of appropriate class in RED (Clause 3 of ITB), (In case of firm or Company Partners hip deed, Power of attorney issued registrar firms and society, Registration in company act etc. as per clause 4.2(a) of ITB.
(v) Annual Turnover Certificate from Chartered Accountant for last five financial years with breakup of Civil Engineering works in each financial year (Clause 4.4A (a) and 4.2(b) of ITB). Along with complete auditor report (3CB and 3CD) at least of 3 years of last five years as per clause 4.2(f) of ITB.
(vi) Similar nature of works executed certificate issued by Executive Engineer {Clause 4.4 A (b) of ITB and 4.2(c)}.
(vii) Copy of PAN Card issued by Income Tax Authorities (Clause 4.4B (a) (i) of ITB).
(viii) Affidavit for Machineries owned/brought on hire/ lease with proof of ownership, Affidavit from leaser and lease {Clause 4.4B (b) (i) of ITB and 4.2(d)} and original certificate at the time of agreement.
(ix) Affidavit for availability of technical personnel for constructions work with proof of education, salary payment etc. as per clause 4.4B (b) (ii) and 4.2(e) of ITB and original certificate at the time of agreement.
(x) An affidavit that the Bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works as per clause 4.2(g) of ITB.

(xi) Scanned copy of bank credit facilities as per format provided in bid documents and original certificate at the time of agreement as per clause 4.4B (b) (iii) and 4.2(h) of ITB.

(xii) Scanned copy of authority to seek references from the Bidder bankers on attached format in bid documents as per clause 4.2(i) of ITB. and original certificate at the time of agreement.

(xiii) Affidavit from Bidder for information regarding litigation or arbitration during the last five years and about proposal for sub-contracting as per clause 4.2(j) and(k) of ITB and original at the time of agreement.

(xiv) Proposed methodology and programme, cash inflow etc. as per clause 4.2(l) of ITB.

(xv) Each Bidder is required to furnish an affidavit on a single non-judicial stamp paper of Rs. 10/. And original affidavit at the time of agreement as per clause 4.4B(c) (i) and (ii) of ITB.

(a) The Bidder must not have any his or his spouse near relative posted in any capacity in Circle/ Division who award the work. 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) Without Government permission, any person who is retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

(xvi) On-going works in hand (Clause 4.4 of ITB).

(xvii) Bids for the work submitted but not finalized. (Clause 4.4 of ITB)

(xviii) Self-attested copy of valid RED-T-4 Character certificate issued by DM/Collector.

(xix) Self-attested copy of valid RED-T-5 Solvency certificate issued by DM/Collector.

(xx) An affidavit on Format RES-T-6 on a single non-judicial stamp paper of Rs. 100/- and original affidavit at the time of agreement.

(xxi) 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/- and original affidavit at the time of agreement.

(xxii) Self-attested copy of GST registration certificate of Contractor/Firm/Company.

(xxiii) Self-attested copy of Labour registration certificate of Contractor/Firm/Company issued by Labour department.

(xxiv) Self-attested copy of EPF registration certificate issued by EPF authority.

(xxv) Authorize address of the Bidder: email-id, mobile no, fax no. and contact address of residence and office written on his letter pad. sms on mobile or registered letter sent to Bidder will be presumed that it has been received to Bidder if the same are delivered electronically.

(xxvi) Any other documents as specified in the Bid Data Sheet.

(c) Submission of Original Documents: The bidders are required to submit the following document at the time of signing of the Contract Bond

(i) ***Affidavit regarding correctness*** of information furnished with bid as per-provisions of Clause 4.4(B) (a) (ii) of ITB with the office specified in the Bid Data Sheet,

(ii) ***Self-attested bid id sheet generated when the bid successfully submitted by the bidder***.

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: - SUPRINTENDING/EXECUTIVE ENGINEER, RURAL ENGINEERING DEPARTMENT of Concerned Circle/Division as the case may be.

(d) **Form of bid for Financial Part II of the bid will consist of the following**.

(i) Form of bid part II of the bid, as per format given in section 6 (to be submitted online) and original at the time of agreement. *(If option not available on-line, scanned copy of the Part I and Part II shall be uploaded.)*

(ii) Priced Bill of Quantity. The entry of rates will be percentage rate basis for the work shall be made by the Bidder on line.

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

Section	Particulars
1	Notice inviting Tender.
2	Instruction to the Bidders with Appendix to ITB
3.	Conditions of Contract General, Special
4.	Contract Data
5.	Specifications
6.	Drawings
7.	Formats

13 Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder on line.

13.2 The Bidder shall make on-line entries to fill the Percentage Rate in Bill of Quantities as specified in the Appendix to ITB; only the same option is allowed to all the Bidders.

Percentage Rate Method requires the Bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.

13.3 While quoting rates, the GST component shall not be added in rates, while all other 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 paid extra as applicable as per latest Government order.

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

14. **Currencies of Bid and Payments**

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

15. **Bid Validity**

15.1 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.

15.2 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. A Bidder may refuse the request without forfeiting his Earnest Money. A Bidder agreeing to the request will not be permitted to modify his bid but will be required to extend

the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all aspects.

16. **Earnest Money/Bid Security**

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.

16.2 The Earnest Money/Bid Security shall, be deposited in the Govt. 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.** Other forms of Earnest Money are not acceptable to the Employer.

16.3 Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Employer as non-responsive.

16.4 The Earnest Money of unsuccessful Bidders will be returned when the contract has been signed by the successful Bidder.

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

16.6 The Earnest Money/Bid security of non-responsive Bidder will be returned after uploading of technical appraisal result on tender website portal ***https://etender.up.nic.in***.

16.7 The Earnest Money may be forfeited:

a) if the Bidder withdraws the Bid after bid opening (technical bid) 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.

17. **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. On- line Submission of Bids

18. Bidding through E-Tendering System:

18.1 The bidding under this contract is electronic bid submission through website **https://etender.up.nic.in**. Detailed guidelines for viewing bids and submission of on-line 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 on line; 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**.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, otherwise, the bid will be rejected.

18.2 The completed bid comprising of documents indicated in ITB clause 12, 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.

19. Electronic Submission of Bids:

19.1 The Bidder shall submit on-line 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.

19.2 The contents of the Technical Qualification and Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the Bidder. After electronic on-line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

20. Deadline for Submission of Bids

20.1 Complete Bids in two parts as per clause 19 above must be submitted by the Bidder on-line not later than the date and time indicated in the Appendix to ITB.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which 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.

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

21. **Modification/ Withdrawal/Late Bids**

21.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

21.2 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 on-line 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.

21.3 No bid shall be modified or withdrawn after the deadline of submission of bids.

21.4 Withdrawal or modification of a bid after opening of Technical bid is not allowed it may result the forfeiture of bid security.

E. On-line Bid Opening and Evaluation

22. **Bid Opening**

22.1 The Employer inviting the bids, or its authorized representative will open the bids on-line and this could be viewed by the Bidders also on-line. In the event of the specified date for the Opening of bids being declared as holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 The file containing the Part-I of the bid will be opened first.

22.3 In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized first and 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 on-line opening. A separate electronic summary of the opening is generated and kept on-line.

22.4 The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 22.3 of ITB and upload the same for viewing online.

22.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within **five** working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

22.6 The result of evaluation of Part-I of the Bids shall be made public on e-procurement systems following which there will be a period of **five** working days during which any Bidder may submit complaint which shall be considered for resolution before opening Part-II of the bid.

22.7 Complaint of the any Bidder received either on-line or off-line after **five** working days of up loading of the result of technical appraisal on website will not be entertained in any case.

22.8 Any complaint other than the Bidder will neither be entertained, nor will it cause to detain the e-procurement process.

22.9 The Employer shall inform the Bidders electronically who have qualified during evaluation of **Part I** (technical bid) of bids, of the date, time of on-line opening of **Part II (financial bid)** of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared as holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

22.10 Part II of bids of only those Bidders will be opened on-line, 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 on-line by the Employer at the time of bid opening.

22.11 The Employer shall prepare the minutes of the on-line opening of **Part-II Financial Bids** of the Bids and upload the same for viewing online.

23. **Process to be Confidential**

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

24. Clarification of Bids and Contacting the Employer

24.1 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.

24.2 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.

25. **Examination of Bids and Determination of responsiveness**

25.1 During the detailed evaluation of "Part-I of Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Part-II of Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

25.2 A substantially responsive "Financial Bid" is one that conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights, or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26. **Evaluation and Comparison of Bids**

26.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

26.2 In evaluating the bids, the Employer will determine for each Bid, the evaluated Bid price by adjusting the bid price through making an appropriate adjustment for any other acceptable variation, deviations or price modifications offered in accordance with sub-clause 21 of ITB.

26.3 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 Clause 31 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be 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.

27. **Price Preference**

27.1 There will be no price preference to any Bidder.

F. Award of Contract

28. Award Criteria

28.1 Subject to Clause 30 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

i. To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; along with the clause 26.3 of ITB and

ii. To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any work opened earlier than the one under consideration.

29. **Employer's Right to accept any Bid and to reject any or all Bids**

29.1 Notwithstanding Clause 28 above, 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.

30. **Notification of Award and Signing of Agreement.**

30.1 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 e-mail or facsimile or by other means of communications 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, and maintenance (if any) of the Works, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). The letter of acceptance sent to Bidder by e-mail shall be treated as received.

30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance security in accordance with the provisions of Clause 31.

30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder in case of proprietorship firm and in case of Partnership firm the registered authorised person will sign and in case of company the authorised Director will sign after the performance security is furnished.

30.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been declared unsuccessful.

31. **Performance Security**

31.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security **{(5%) five percent or as per latest GO}** of the Contract Price for the period of **as mentioned in appendix to ITB** and the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 26.3 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.

31.2 The performance security shall be either in the form of a Bank Guarantee or Fixed Deposit Receipts from a Schedule Commercial Bank pledged in favour of **Employer as indicated in Appendix to ITB.**

31.3 Failure of the successful Bidder to comply with the requirements of Clause 31.1. Shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids for one year.

32. Advances:

If Employer feels necessary, he will provide mobilization advances and advance against security of equipment as provided in Part I General Condition of Contract, but it will be on the discretion of Employer.

33. Corrupt or Fraudulent Practices

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

33.2 It is required that each Bidder/Contractor (including their respective officers, employees, and sub-Contractors) 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.

33.3 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.

33.4 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

33.5 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.

33.6 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 be fall upon a person, his/ her reputation or property to influence their participation in the tendering process).

33.7 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 32.1 to 32.6 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 33.1 to 33.6 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.

33.8 Please be noted that in case of any documents attached with your bids is found forged or incorrect in any manner, whatsoever, then a legal action like FIR, Blacklisting shall be done against the bidder.

Appendix to ITB or Bid Data Sheet

Instructions to Bidders Clause Reference					
(1.1)	The Employer is **Governor of Uttar Pradesh**				
	Representative: **Superintending Engineer, RED, CIRCLE GORAKHPUR on behalf of Governor of UP**				
	Identification No. of the works is:				
1.	**Name of Building Work: As per Tender Uploaded on Etender Website**			**Block:**	
	Name of Road As per Tender Uploaded on Etender Website			**Block**	**Length (Km.)**
	From		**To**		
1.					
(2.1)	The State is _Uttar Pradesh				
(3.1)	Eligible Bidders are: Contractors registered with –Rural Engineering Departments (U.P) in class 'A / B/ C category as the case may be.				
4.2	*The information required from Bidders in Clause 4.2 is modified as follows:* *NONE*				
4.2(g)	The percentage is ***Ten of Total Estimated Cost given In NIT***				
(4.4. A) (a)	Maximum Turn Over required equal to the estimated cost of works i.e.**100% of Total Cost Given In Tender Notice**				
(4.4. A) (b)	**One Third** of the estimated cost ***given In NIT*** of works i.e.				
(4.4 B) (a) (iii)	Other certificates required with the bid are GST and Labour registration				
(4.4. B) (b)(i)	Please put the name of machinery required for construction of road works and building works and equipment's required for testing of materials or executed work as the case may be. The key equipment's for road works and field-testing laboratory Road Works is: FOR ROAD WORKS OR BUILDING WORK				
	For Construction of Works				
	Name of the Equipment				**Quantity**
	1	Fully electronic and computerized Hot Mix Plant (40 to 60 TPH capacity)/Mini Hot Mix Plant			1 No.
	2	Paver Finisher (100 TPH)			1 No.
	3	Tar Boiler (400 Ltr.)			1 No.
	4	Pressure Distributor (1750 Sqm/Hr)			1 No.
	5	Tippers (5.50 cum / 10 MT capacity)			4 Nos.
	6	Smooth Wheeled Road Rollers. (80-100 KN)			4 Nos.
	7	Vibratory Road Roller (80-100 KN)			1 No.
	8	Water Tanker (6 KL)			2 Nos.
	9	Tractor with Trolley			2 Nos.
	10	Vehicle mounted mechanical sprayer			1 No.
	11	Excavator (1.00 cum bucket capacity)/ JCB/End Loader (1.00 cum bucket capacity)			1 No.
	12	Air Compressor (210 Cfm)			1 No.

	13	Concrete Mixers (0.40 cum)	1 No.
	14	Concrete Joint cutting Machine for CC Pavement	1 No
	15	Surface Vibrator	1 No
	16	Pin Vibrator	1 No
	17	Mechanical Broom	1 No.
	18	Wet Mix Plant for WMM 25cum/ Hr capacity (where required in case WMM)	1 No.
	19	Wet Mix Paver (where required in case WMM)	1 No.

For field testing Laboratory:

All equipment should be provided at site lab and central lab. or as ordered by Engineer

S.No.	Name of Testing Equipment	**No. required**
1	Riffle Box	1
2	Sieve Set	2
3	Sieve Shaker,450mm	1
4	Atterberg Limits (liquid and Plastic Limit) Apparatus	1
5	Specific Gravity Apparatus	1
6	Auto Compaction Test (Light Compaction)	1
7	Speedy Moisture Meter (With Chemical)	1
8	Compression Machine 200KN	1
9	CBR Testing Machine with Proving Ring	1
10	CBR Mold,	1
	Tripod Stand	12
	Dial Gauge	12
	Perforated Brass Plate	12
	Penetration Piston, Bracket for Penetration dial gauge, Cutting collar, Displace block	12
	Surcharge Weight, rammer	1
11	Moisture Tins	1
12	Spatula	12
13	Aggregate Impact value Machine with Accessory as per, IS:2386-IV	4
14	Flakiness gauge as per IS-2386-I	1
15	Los Angeles (Abrasion Value) Apparatus as per IS:2386-IV	2
16	3m Straight Edge with Wedges	1
17	Water Bath (Thermostatically Controlled up to 60ºC)	1
18	Penetration Machine with Accessory	1
19	softening point Apparatus with Accessory	1
20	Extraction Machine with 6 Mold, Rammer, Base, etc.	1
21	Viscosity (Say bolt Fulrol) with Accessories	1
22	Ductility Machine with Accessories	1
23	Sand Replacement Cylinder with Accessories	1
24	Core Cutter with Collar and Hand Rammer	2
	(B) Other Accessories, Reagents and Glassware	
1	Auger, Pick Axe, Spade, Crow Bar, etc. (Digging Tools) set	2
2	Glass Ware, Filter Paper, Beaker, Cylinder, etc. set	6
3	Trichloroethylene Lit.	10
4	Oven Thermostatically Controlled (upto 200C, Sensitivity 1C	1
5	Electronic Balance 5kg cap. Accuracy 0.5gm.	1
6	Electronic Balance 500gm cap. Accuracy 0.1gm.	1

7	Electronic Balance 200gm cap. Accuracy 0.1gm.	1
8	Thermometer (0°C to 5°C, 110°C, 250°C, 300°C)	6
9	Proving ring 50 kN	2
10	Proving ring 100 kN	1
11	First Aid Box	1
12	Tray Enameled (Big, Medium, small, Rectangular and Circular)	6
13	GI Tank 0.75x0.75mx0.3m	1
14	Hot Plate	1
15	Stop Watch	2
16	Sieve Set of GI frame dia 450 mm of sizes in mm125,90,75,63,53,45,37.5,26.5,22.4,19,13.2,11.2,9.5,6.7,5.6, and 4.75 with lid and pan	one no each
17	Sieve Set of Brass frame dia 200 mm of sizes in mm 4.75,2.36,2,1.7,1.4,1.18,1.0 and size in micron 850, 710, 600, 425, 300, 250, 180, 150, 90,75 with lid and pan	two no each

Note: (a) The Bidder must produce the following documentary evidence in support of his availability of the above equipment:

Evidence of ownership of major items of construction equipment named like RC/Invoice/Bill etc

(b) If equipment not owned but proposed to be hired, then
Evidence of arrangement of possessing them on hire/lease/buying as defined therein.

(c) If equipment not owned but proposed to be purchased then Evidence of arrangement of possessing them on buying as defined therein.

(4.4B) b (ii) the no of technical personnel, qualifications and experience will be as follows.
Please put the number of technical staffs required.

(A) The Technical Personnel are:

S.No.	Technical Personnel	Number required	Experience in Road Works & Building works
A	Degree Holder in Civil Engineering	2	Minimum 5 yrs of Experience
B	Diploma Holder in Civil Engineering	3	Minimum 5 yrs of Experience
C	Supervisor BSc (PCM)	1	Minimum 4 yrs of Experience

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

(B) For field testing laboratory:

S.No.	Technical Personnel	Number required	Experience in Road Works & Building works

	Diploma in Civil Engineering or BSc with Physics, Chemistry, Mathematics	2	At least 3 year field experience.

(4.4 B) (b)(iii)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be10% of the contract value	
(4.4 B) (c) (i)	A Bidder shall not be permitted to bid for works in the Division / Circle responsible for award and execution of contracts in which his or his spouse's near relatives (defined as first blood relations, and their spouses) is posted in any capacity such as Clerk or Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive), *The Bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment or not working within circle (J. E's, A.E.'s, DAOs, E.E.'s, S.E.'s, and other clerical staff) clearly mentioning the names and designation of relatives working in any capacity in the Division / circle of RED.*	
(4.4 B) (c) (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. *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.*	
	In case there is no such person in his employment, his affidavit should clearly state this fact.	
(4.6)	M=2.5	
6.1	Cost of Bid Document: - The bidder has to deposit in the Govt. 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.**	
(7.1)	The contact person is:	
	Designation:	**Executive Engineer,**
	Address:	**VIKAS BHAWAN , Maharajganj**
	Telephone No:	
(9. 2.1)	Place, Time and Date for pre-bid meeting are: Place : Superintending Engineer, RED, CIRCLE GORAKHPUR, Address Daudpur, Canal Road, Post Shivpuri, Gorakhpur Telephone No.(s): ---------- Mobile No.: **+91- 9319070002** Facsimile (FAX) No.: ---------- Electronic Mail Identification (E-mail ID): **seredgorakhpur@gmail.com** **29/04/2026 Time :- 11.00 PM**	
(11.1)	Language of the bid is:	*English*
(12.)	The other documents required are:	As per 12.1 pat I and II
(13.2)		Bids will be submitted only in Percentage Rate Method Schedule of Rate applicable for Percentage Rate Method is: As mentioned in the bill of quantities for percentage rate bids
(16.1)	The amount of Earnest Money/Bid Security Shall be	**Given In NIT (TENDER NOTICE))**

(16.2)		To be deposited in the Govt. 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**
(20.1)	The Official address for the purpose of Bid submission is	**Bids will be submitted on-line** on website: ***https://etender.up.nic.in*****. before the dead line date of submission**
(22.1) & (22.6)	The date, time and place for opening of Bids is:	
	A) Technical Qualification Part –I of Bid	
	Time	**12.30** Noon
	Date	***05/05/2026**
	Place	**Gorakhpur**
	B) Financial Part-II of Bid (For qualified Bidder as)	
	Time	**12.30** Noon
	Date	**To Be announced later on Etender Website**
	Place	**Gorakhpur**
	Phone No.	
(31.1)	**Performance security** The amount and validity period of the performance guarantee is: Amount: **{(5%) five percent or as per latest GO}** of the Contract Price Validity Period: - As per SBD **Performance security** 1. For construction work shall be valid until a date 45 days after the expiry of Defect Liability Period of (i) One year from intended completion date for works up to 50 lacs. (ii) Two year from intended completion date for works up to 100 lacs (iii) Three year from intended completion date for works above 100 lacs. 2. Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.	

Signature of Employer/ Authorised Signatory

Date

Procedure for Submission/Withdrawal/Modification of e-Bids by the Bidders

All bidders please follow the following procedures at the time of uploading of their e-bids online on e-tender portal.

1. For Participating in e-Tender through the online system, it is necessary for the interested Bidders/Firms/Companies to be registered users of the e-Tender portal **https://etender.up.nic.in.** For this the interested Bidders/Firms/Companies have to register themselves by depositing a fee of Rs.6000/- (Rupees Six Thousand only) in the office of U.P. Electronics Corporation Limited (UPLC),10- Ashok Marg, Lucknow 226001 for getting a valid User ID and password and the required training/assistance etc. On e-Tender portal **https://etender.up.nic.in.** The interested Bidders/Firms/Companies may contact to U.P. Electronics Corporation Limited for Registration. The Bidders/Firms/Companies must up load proof of registration/receipt of registration issued by UPLC failing which their bid shall not be considered for evaluation.

2. Procedure for Submission of e-Bids.

Submission of Bids shall be in accordance with the instructions mentioned below: -

a. For participating in e-Bid through the e-tendering system, It is necessary for the bidders to be the registered user of the e-Procurement website **https://etender.up.nic.in**.The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow or any other certifying authorities approved by Controller of Certificate Authorities Government of India as the e-Procurement website **https://etender.up.nic.in**. is presently accepting DSCs issued by these authorities only if they have not done so previously for registration.

b. In addition to the normal registration the bidder must register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/she has registered as per clause-(a) above. **From 01-01-2021 onwards only Class-III Digital Signature Certificate (DSC)** will be used as per direction from Controller of Certifying Authority, Government of India.

c. For successful registration of DSC on e-Procurement website **https://etender.up.nic.in**.the bidder must ensure that he/she should possess Class-2/Class-3 DSC is issued by any certifying authorities approved by Controller of Certificate Authorities, Government of India as the e-Procurement website **https://etender.up.nic.in**. is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (a) and (b) above even before e-Bid submission date starts. The U.P. Electronics Corporation/Department shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

d. The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

e. The bidder can search for active tender through ***"Search Active tenders"*** link, select a tender in which he/she is interested in and them move it to ***'My Tender'*** folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for whom the bidder intends to e-Bid from ***'My Tender'*** folder the bidder can place his/her e-Bid by clicking **"Pay on-line"** option available at the end of the view tender details form. ***Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study carefully. The bidder should keep all the document ready as per the requirements of e-tender document in the PDF format except the Price schedule/Bill of Quantity (BOQ). Which should be in the XLS format (Excel sheet).***

f. After clicking the **'Pay online'** option, the bidder will be redirected to the Terms and Conditions page, The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click **"Encrypt & Upload"** option given in the on line payment details form so that **"Bid Document Preparation and Submission"** window appears to upload the documents as per Technical (Qualification details, e-Bid form and Technical Specification details) and financial (e-Bid form and price Schedule/BOQ) schedules/packets given in the tender details.

It is to be noted that without payment of Tender fee (Bid document cost) and EMD (Bid security) Bids of the Bidder will not be submitted. For on-line payment of tender Fee and EMD the Bidder must follow the following steps.

(i) After reading terms and Condition click the submit button, SBI bank site will be opened.

(ii) Select SBI Bank and click submit button.

(iii) A window will be opened in which the Bidder can select the Bank where his internet account exists either SBI or other than SBI Bank.

(iv) If the Bidder are selecting SBI Bank a window will be opened where reference number, payable amount is shown. After clicking confirm button required amount will be paid directly from the Bidder account to UP tender portal. A confirmation slip of payment will be generated.

(v) If the bidder is selecting other than SBI Bank the Bidder can select his internet account holding Bank from drop down list.

(vi) After selecting the Bidder choice bank pay the required amount by fulfilling the formalities. After fulfilling formalities required amount will be paid directly from your account to UP tender portal. A confirmation slip of payment will be generated.

(vii) The Bidder can also select payment through NEFT/RTGS but it requires minimum 24 hour time to complete the payment formalities. In this system a chalan will be generated which will be submitted to SBI Bank or your serving bank for payment. After payment from concerning bank. SBI will update the payment to tender portal. It takes minimum 24 hour to update the payment. After payment to tender your tender will be uploaded. It should be noted in case of selecting NEFT/RTGS payment the bidder cannot back to another bank.

g. Next the bidder should upload the Technical e-Bid document for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule/BOQ of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certification. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial scheduled/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required document for each document label of Technical (Qualification details, e-bid form and Technical Specification details) and financial (e-Bid form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

h. The bidder should click "Encrypt" next for successfully encrypting and uploading of required document. During the above Process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypt/locked electronically with the DSC's of the bid openers to ensure that the e-Bid document are protected, stored and opened by concerned bid openers only.

i. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

j. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidder shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.

k. Bidders are advised to submit their e-Bid in Two-Bid system with Technical and Financial bids separately on e-Tender portal.

l. Please note that prices should not be quoted in the Technical e-Bid if quoted bidder bids may be liable for rejection The Prices should be quoted in the financial e-Bid only.

3. **Procedure for Withdrawal and Resubmission of e-Bids: -**

Withdrawal: -

At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the e-Bid submission end date and time. For withdrawing, the Bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-procurement portal ***https:e-Tender.up.nic.in*****.** The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click **"View"** to see the details of the Bid to be withdrawn. After selecting the **"Bid Withdrawal"** option the Bidder has to click **"Yes"** to the message ***"Do you want to withdraw this Bid"*** displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid withdrawing reasons and upload the letter giving the reason for Withdrawing before clicking the **"Submit"** button. The Bidder has to confirm again by pressing **"Ok"** button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his/her Bid he/she cannot re-submit this Bid again.

Resubmission: -

The Bidder can resubmit his/her e-Bid as and when required till the Bid submission end date and time. The new one bid will replace the e-Bid submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bidder will be considered for evaluation purpose for resubmission, the Bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Tender procurement portal ***https://e-Tender.up.nic.in*****.** The Bidder should then select **"My Bids"** option in the Bid submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click**" View"** to see the details of the Bid to be resubmitted. After selecting the **"Bid Resubmission"** option, click **"Encrypt & upload"** to upload the revised e-Bids document by following the methodology provided in clause 2 (submission of e-Bids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids document within the scheduled date & time for submission of e-Bids. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bid.

Section 3

Qualification Information

(Applicable for Bids costing more than Rs. 40 Lacs)

(Following information's shall be furnished by the Contractor on a non-judicial stamp paper of Rs. 100/- only)
(This is only Sample format)

Notes on Form of Qualification Information
The information to be filled in by Bidders in the following pages will be used for purposes of post-qualification as provided for in **Clause 3 and 4** of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. Each Bidder is required to furnish an affidavit on a non-judicial stamp paper of **Rs. 100**/-giving information on following Performa required for evaluation of the bidding capacity of the Bidder. Scanned copy of this affidavit shall be submitted on-line as part of Contractor's documents. Performa shall be filled up complete in all aspects. Incomplete format or attached written format will not be accepted. ***Filling up of this form is mandatory otherwise bid may be rejected.***

NIT No: - ------/RED/Tender/File No----/ Bond Clerk/2017-18 / dated.

Name of Work or Identification Number: ----------

1. Individual Bidders

1.1	Constitution or legal status of Bidder Place of registration: **Registration Certificate attached as annexure -1** Principal place of business: Power of attorney of signatory of Bid **Attached as annexure- 2** Partnership deed **Attached as annexure-3** Year of formation of firm	*[attach copy]* _____ _____ *[Attach]*
1.2	Total annual volume of civil Engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In lakhs) 20----20---- ---------- 20----20---- ---------- 20----20---- ---------- 20----20---- ---------- 20----20---- ---------- **Certificate from CA with clear cut mentioned Civil Engineering Works is attached as annexure 4**

1.3.1	**Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge**

Project Name	Name of the Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

Experience: - For proof Attached only one qualifying certificate from Ex. En clearly mentioning the actual work done amount, date of start, actual date of completion, amount of contract bond etc as annexure- 5 & List only the past work in the format above which you have executed.

1.3. 2	**Work performed as Sub-Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge**

Project Name	Name of the Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

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

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

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

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

Attached as annexure -6

(B) Bids already submitted and accepted but agreement not signed.

Description of Work	Place & State	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Letter of Acceptance issued (Yes or No)	Date of issue of Letter of Acceptance
(1)	(2)	(3)	(4)	(5)	(6)

* Attach certificate(s) from the Engineer(s)-in-Charge.

(C) Bids already submitted but not finalized.

Description of Work	Place & State	Name & Address of Employer	Value of Contract (Rs. In lakhs)
(1)	(2)	(3)	(4)

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

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased
1	2	3	4

Note: - **Attached** ***As annexure -7*** Note: (a) the Bidder must produce the following documentary evidence in support of his availability of the above equipment:
Evidence of ownership of major items of construction equipment named like RC/Invoice/Bill etc
(b) If equipment not owned but proposed to be hired, then
Evidence of arrangement of possessing them on hire/lease/buying as defined therein.
(c) If equipment not owned but proposed to be purchased then
Evidence of arrangement of possessing them on buying as defined therein.

1.4. B. **List of Lab Equipment available**

Attached as annexure -8 List of availability of lab equipment as well as Affidavit & cash memo.

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

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

Attached as annexure -9 proofs about their appointment/ Payment of Salary/ Qualification / Experience.

1.6 Proposed sub-Contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract

Sections of the Works	Value of subcontract	Sub-Contractor (name and address)	Experience in similar work

Note: The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according to approval to him

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

Attached as annexure-10 Audit report only of any three years from the last five years.

20----20---- ----------
20----20---- ----------
20----20---- ----------
20----20---- ----------
20----20---- ----------

It is better to attach complete audit report including form 3-CB,3-CD, Balance sheet, Loss and profit statements of current year and form 3-CB and 3-CD, Balance sheet, loss and profit statement of proceeding two years.

(TIA must change the year before uploading of documents. This is only indicative)

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

Attached as annexure-11 certificate from the Bank only on the form prescribed.
Attached as annexure-12 an undertaking that the Bidder will expend at least 10% of package value from own resources.

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

Attached as annexure-13, Address & Phone No. Mobile No. of Bank and your own Account No. for seeking references from Bank and an authority from Bankers for enquiry regarding your account No. and relation with Bank.

_____

_____

1.10 Information on current litigation in which the Bidder is involved.

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

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

1.12 Address, Telephone No., Mobile No. e-mail id of the Bidder

---

1.13**. I. Tax PAN**,

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES
BANK CERTIFICATE

This is to certify that M/S ---------- is a reputed company with a good financial standing.

If the contract for the work, namely, ---------- is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.---------- lakh to meet their working capital requirements for executing the above contract. Subject to terms and condition of Bank.

Signature of Bank Manager _____
Name of the Bank Manager _____
Address of the Bank ----------

Note: The above letter should be on the letterhead of the concerned Bank branch with full address including telephone no., fax no. and email of the bank branch. The certificate should not be latter than 3 months.

Seek Reference Certificate

To,
Superintending Engineer,
Circle, **Gorakhpur**

Sub: Seek Reference Certificate for A/c No. …….

Sir,

We, hereby wish to inform you that M/s …… who is bidding for ---------- of the district ---------- has authorized us to provide you the concerned information about his account no. ……. Which the said bidding firm has in our branch/ bank relating to the above tenders.
The Superintending Engineer RED, ---------- or his authorized representative is permitted to seek reference from us about the said account as and when required either in person or by post, fax or email.

Dated: …….

Yours faithfully,

(Sd. …….)
Branch Manager
Name of the branch with Branch Code and the name of the Bank.

Note: The above letter should be on the letterhead of the concerned Bank branch with full address including telephone no., fax no. and email of the bank branch. The certificate should not be latter than 3 months.

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 authorised 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 on-line in response to notice inviting bid number ---- ------/RED/Tender/File No----/ Bond Clerk/2017-18 dated: issued by Superintending Engineer, ---------- ----------

(Authority inviting bids)

for the Construction ---------- (name and identification of work) are true and correct in all aspect.

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.

Section 4

Conditions of Contract

Part – I General Conditions of Contract

These conditions are subject to the variations and additions set out in Part II Special Conditions of Contract

Notes on Conditions of Contract

The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of Conditions of Contract that follows has been developed for smaller admeasurements contracts for construction on the basis of international practice and the practice of the Government of India, Ministry of Road Transport and Highways, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

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Section 4

Part I General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.

The Contract Data defines the documents and other information, which comprise the Contract.

The Contractor is a person or corporate body who's Bid to carry out the Works, including routine maintenance, 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 as intimated 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

(i) One year from intended completion date for works up to 50 lacs.
(ii) Two year from intended completion date for works up to 100 lacs
(iii) Three year from intended completion date for works above 100 lacs.

Calculated from the Completion Date.

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

The Employer 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 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 Engineer by issuing an extension of time.

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

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

Routine Maintenance (if applicable) is the maintenance of Roads and Buildings during defects liability period as defined above.

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

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

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

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

A Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site. Engineer is authorised to review the terms and conditions of Subcontract or the supplier of materials to the Original Contractor or Sub Contract of labour if any.

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 quantities of items of works.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and hand 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 Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, 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 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 uploaded 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 55.2 (if any) and
(16) Any other document listed in the Contract Data.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract shall be English.

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**

5.1 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 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, whattsapp, Twitter etc.) shall be effective on

confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

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 Subcontracting

7.1 The Contractor may subcontract part of the construction work with the approval of the Employer in writing as per GO No. 2466/92-1-2018-65M/2014 dated 30.07.2018 issued by UP RED up to 25% of the contract price but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

7.1.1 Beyond what has been stated in clauses 7.1, if the Contractor proposes subcontracting any part of the work during execution of the works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:

a. The Contractor shall not sub-contract the whole of the works.

b. The Contractor shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

7.2 The Engineer should satisfy himself before recommending to the Employer whether.

a. The circumstances warrant such sub-contracting: and

b. The sub-Contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion of the Quantum of works to be sub-contracted.

8 Other Contractors

8.1 The Contractor shall co-operate and share the site with other Contractors. Public authorities' utilities and the Employer between the dates given in the schedule of other Contractors, as referred to in the contract data. The Contractor shall also provide facilities and services for them as described in the schedule. The Employer may modify the schedule of other Contractor and shall notify the Contractor of any such modification.

8.2 The Contractor should take up the work in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the works.

9 Personnel

9.1 The Contractor shall employ for the construction work and routine maintenance 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.

9.2 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.

9.3 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.

9.4 The Contractor shall not employ any retired employee of the RED department who retired within two years without the prior permission from department.

9.5 Any type of misbehave either by Contractor or by his personnel will be treated as same done by the Contractor.

9.6 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.

9.7 Neither Contractor nor his personnel will involve in any unsocial activity.

10. 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.

11. Employer's Risks

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

12. Contractor's Risks

12.1 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 other than the accepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

a) loss of or damage to the Works, Plant and Materials.
b) loss of or damage to Equipment.
c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
d) Personal injury or death.

13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

13.3 (a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
Personal injury or death.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. **Site Investigation Reports**

14.1 The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. **Queries about the Contract Data**

15.1 The Engineer will clarify queries on the Contract Data.

16. **Contractor to Construct the Works**

16.1 The Contractor shall construct and install and maintain the Works in accordance with the Specifications and Drawings provided by the Employer.

17. **The Works to Be Completed by the Intended Completion Date**

17.1 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.

18. **Approval by the Engineer**

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

18.2 The Contractor shall be responsible for design of Temporary Works.

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

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

18.5 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.

19 Safety

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

19.2 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.

20. **Discoveries**

20.1 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.

21 Possession of the Site

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

22. **Access to the Site**

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

a. The Engineer
b. The Contractor
c. Government of Uttar Pradesh.

23. Instructions

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

24. Dispute Redressal System

24.1 If any dispute or difference of any kind what-so-ever shall arise 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 within 30 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of 30 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.

24.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.

24.3 The composition of the Empowered Standing Committee will be:

I. Special Secretary to the State Government.
II. Chief Engineer; and

III. One non-official member who will be technical expert of Chief Engineer's or Superintending Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.

24.4 The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.

24.5 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

25. Arbitration

25.1 In view of the provision of the clause 24 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

B. TIME CONTROL

26. Programme

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

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

26.3 The list of Key Personnel deployed by the Contractor shall not be altered without the consent of Engineer.

26.4 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.

26.5 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.

26.6 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.

27 Extension of the Intended Completion Date

27.1 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.

27.2 The Contractor shall apply for time extension to the Engineer before the intended completion date stating the self-explanatory reason of hindrance.

27.3 The competent authority as per state Government rules shall decide whether and by how much time to extend the Intended Completion Date.

27.4 No extension of Intended Completion Date will be allowed if the delay is caused due to stopping the construction activity for a long period by Gundaism or by misbehaving or by in-fighting with the local habitant either by the Contractor or his personnel or by any cause created by the Contractor or his personnel.

27.5 Extension of Intended Completion Date due to medical ground will not be considered in general but it may be considered in exceptional case.

28 **Delays Ordered by the Engineer**

28.1 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.

28.2 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.

29. Management Meetings

29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

29.2 The Engineer shall record the minutes of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all concerned.

C. Quality Control

30**. Identifying Defects**

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

30.2 The Contractor will be fully responsible for the quality of work. If any work found unsatisfactory during the quality test, the contractor is bound to replace/ reconstruct/ rectify, whatever the case may be as directed by the Engineer.

31**. Tests**

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

a. 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.

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

32 Correction of Defects noticed during the Defect Liability Period

32.1 The notice given by the any Departmental officer to the Contractor for any Defects before the end of the Defects Liability Period, **which begins at completion of work and ends as defined in clause 1 of GCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

32.2 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.

32.3 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.

33. **Uncorrected Defects**

33.1 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 blacklisting.

33.2 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 debitable 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

34. Bill of Quantities

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

34.2 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.

35. Variations and Extra items.

35.1 The Competent Authority as per state Govt shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account. *The variation should not be beyond the sanctioned estimated cost.*

35.2 Any Extra items and items to be deleted shall be treated as 100% variations. Prior approval of such items from Employer is mandatory.

36. **Payments for Variations**

36.1 If rates for variation items are specified in Bill of Quantity, the contactor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.

36.2 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 with the Employer approval.

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within **7** days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor. Overall percentage rate below/above of the contract shall also be applicable to these rates.

37. Cash Flow Forecasts

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

38. Payment Certificates

38.1 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 15 days and certify the amount to be paid to the Contractor.

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

39. Payments

39.1 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.

39.2 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.

40. Compensation Events

40.1 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.

40.2 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.

41. Tax

41.1 The rates quoted by the contractor shall deemed to be exclusive of the Goods and Services Tax (GST) but including labour cess, other levies, duties, royalties, cess, toll, taxes of 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 including GST at source, require deductions in this reference will be made as per applicable law. GST as per prevailing rate at the time of payment/bill submission shall be made applicable (presently @ 12%) and shall be paid on the whole work carried out as accepted by the engineer, while making the payment. Rate of GST may vary as per latest Government order.

42. Currencies

All payments will be made in Indian Rupees.

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

43.1 The Employer shall retain security deposit of **{(5%) five percent or as per latest GO}** of the Contract Price from each payment due to the Contractor until completion of the whole of the construction Work.

43.2 On satisfactory completion of the whole of the construction work the amount retained as Security Deposit is repaid to the Contractor **within 6 month** of actual completion date.

43.3 The additional performance security for unbalanced bids as detailed in Clause 46 of Conditions of Contract is repaid to the Contractor when the construction work is complete.

43.4 The performance security equal to the **{(5%) five percent or as per latest GO}** of the Contract Price as detailed in Clause 46 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. 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 from another source and the amount required for this work will be recovered from the amount of Performance Security available with the Employer and/ or from any amounts of the Contractor available in state whatever is due along with additional 20 percent amount as penalty.

43.5 If the Contractor so desires then the Security Deposit can be converted into any interest-bearing security of schedule commercial bank in the name of the Employer up to Defect Liability Period.

44. Liquidated Damages

44.1 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.

44.2 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.

45. Advance Payment

45.1 The Employer may make the following advance payment to the Contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Schedule Commercial bank acceptable to the Employer in amounts equal to 110% (one hundred ten per cent) of the amount of the advance payment being requested:

a. Mobilization advances up to 5 per cent of the contract price.
b. Equipment advances up to ninety per cent of the cost of the new equipment brought to the site, subjects to a maximum of 10 per cent of the contract price.

This advance is not applicable for equipment already owned or hired / leased by the contractor.
The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on advance payment.

45.1 The Contractor is to use the advance payment only to pay for Equipment, plant and mobilisation expenses required specifically for execution of works. The Contractor shall demonstrate the advance payment as been used in this way by supplying copies of invoices or other documents to the Engineer. If the Contractor fails to supply the invoice/Bill of the new equipment purchased after the contract the advances paid to him shall be recovered one time from his 1st running bill with additional 20 percent amount as penalty.

45.2 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentage of the work on payment basis. No account shall be taken of the advance payment or the repayment in assessing valuation of work done, Variations, price adjustments, Compensation events or liquidated damages.

45.3 The mobilization advances given to the Contractor is only to accelerate the work and if the Contractor fails to do so immediate recovery of advances shall be ensured by the Engineer with additional 20 percent amount as penalty.

46. Securities

46.1 The Performance Security equal to **{(5%) five percent or as per latest GO}** of the Contract Price and additional security for unbalanced bids shall be provided to the Employer not 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 and additional performance security for routine maintenance (if applicable) 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 due date of completion.

47. Cost of Repairs

47.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his own cost.

E. Finishing the Contract

48. Completion of Construction

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

49. Taking Over

49.1 The Employer or his authorized person shall take over the works within seven days of the Engineer issuing a certificate of completion of works.

50. Final Account

50.1 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 the correct 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.

50.2 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.

51. Operating and Maintenance Manuals

51.1 If "as built" Drawings including L-section, X-section, Drawings of Culvert or bridges, Sanitary, water supply and electrical details etc as the case shall be submitted by the Contractor with the submission of final bills.

51.2 If the Contractor does not supply 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.

52. Termination: -

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

52.2 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 44.1 (it means the Contractor has delayed the works beyond the intended completion time even after imposing the liquidity damage).
f) The Contractor fails to provide insurance cover as required under clause 13.
g) If the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practise" means the offering, giving, receiving, or soliciting of 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.
h) 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.
i) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data.
j) If the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.
k) if the Contractor fails to pay EPF/ESI contribution as required under prevailing laws.
l) if the Contractor engages child labour in violation of prevailing laws.
m) 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.
n) Non-Cooperation with the Co-Contractor
o) If the Contractor does not maintain the quality after repeated instruction of Engineer.
p) Any activity against the CRPC/IPC
q) Any unsocial activity at workplace or within vicinity of work site.
r) Other justified reason as considered by the Engineer.
s) And any other fundamental breaches as specified in the Contract Data.

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

52.4 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.

53. Payment upon Termination

53.1 **(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.

53.1 (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 32 of GCC regarding defects liability period and routine maintenance (if any), the Engineer will assess the cost of having the defect corrected plus 20% of the Bonded Amount as penalty. 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.

53.2 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.

54. Property

54.1 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.

55. Release from Performance

55.1 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.

55.2 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

56. **Labour**

56.1 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.

56.2 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.

57. Compliance with Labour Regulations

57.1 During continuance of the Contract, the Contractor and his Sub-Contractors shall always abide 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.

57.2 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.

57.3 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.

57.4 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.

57.5 The employment of child labour is prohibited in the Contract. The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986.

57.6 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.

57.7 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.

57.8 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.

57.9 The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when directed by the Engineer.

58. Drawings and Photographs of the Works

58.1 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.

58.2 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.

59. The Apprentices Act, 1961

59.1 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 by the said Act and said Rules.

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:

   a. Pension or family pension on retirement or death as the case may be.
   b. Deposit linked insurance on the death in harness of the worker.
   c. Payment of P.F. accumulation on retirement/death etc.

d) **Maternity Benefit Act 1951**: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

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

o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996**: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the workplace 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 4.

Conditions of Contract

Part – II Special 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.

Contract Data to General Conditions of Contract

Except where otherwise indicated, the Employer prior to issuance of the bidding documents should fill in all Contract Data. Schedules and reports to be provided by the Employer should be annexed.

Clause Reference

Items marked "N/A" do not apply in this Contract.

1. The Employer is: **Governor of UP represented by** [Cl.1.1]
   Name of authorized Representative:
   Designation: **Superintending Engineer, UPRED, CIRCLE GORAKHPUR**
   Telephone No.(s): (Office) …
   Mobile No. . **9319070002**.....
   Facsimile (FAX) No.: -
   Electronic mail Identification (E-mail ID): **seredgorakhpur@gmail.com**
2. The Engineer is
   Designation: Executive Engineer, RED
   Address: **Vikas Bhawan, , MAHARAJGANJ** [Cl.1.1]

   Telephone No.(s): (Office)
   Mobile No. .....
   Facsimile (FAX) No.: .....
   Electronic mail Identification (E-mail ID): .....
3. The Intended Completion Date for the whole of the **Works is as per time given in NIT after the start of work** [Cl.1.1, 17&27]
4. The Site is located: within Distt. [Cl.1.1]
5. The Start Date shall be **7** days after the date of issue of the Notice to proceed with the work. [Cl.1.1]
6. (a) The name and identification number of the Contract is: [Cl.1.1]
   (b) The Works consist of:

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

7. The works shall, inter-alia, include the following, as specified or as directed.
   (A) **Road Works**

   Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road bituminous pavements remodeling/construction of junctions, intersections, supplying and placing of drainage channels, flumes, guard posts and other related items; construction/extension of cross drainage works, bridge, approaches and other related items; road markings, road signs and kilometer/hectometer stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works; rectification of the Defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be

required to be carried out for completing the works in accordance with the Drawings and provisions of the contract to ensure safety and planting of trees along the roads.

Clause Reference

(B) **C.D. Works including bridges**

Site clearance; setting out, provision of foundations, piers abutments and bearings; pre-stressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/down-take pipes, provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the Site and handing over the works on completion; rectification of the Defects during the Defects Liability Period and submission of "As-built" drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the contract and to ensure safety.

(C) **Building Works**

Site clearance: setting-out and layout, provision of foundation, brick work RCC work, flooring, door, windows, plastering, colour washing and painting making of drains water supply and sanitary works etc. may be required to be carried out for completing work in accordance with the drawings and the provisions of the contract and to ensure safety.

8. Section completion is that: ---------- [Cl 2.2]

9. **The following documents also form part of the Contract:** [Cl.2.3 (11)]

1. GST Registration Certificate of Contractor/Firm/Company
2. Labour Registration Certificate of Contractor/Firm/Company
3. PAN of the Contractor/Firm/Company.
4. Authorized Address, e-mail id, Mobile No., Land Line No. of the Contractor/Firm/Company on his letter pad duly signed by authorized person.
5. Comparative Statement of Financial Bid
6. Status of bidder generated on-line at the time of opening of Technical Bid.
7. Non judicial Stamp paper as required if any.
8. Original Affidavit regarding correctness certificates of documents.
9. Original Affidavit for Machineries owned/brought on hire/ lease/to be purchased and original Affidavit from leaser and lease as per {Clause 4.4B (b) (i) of ITB and 4.2(d)}.
10. Original Affidavit for availability of technical personnel as per clause 4.4B (b) (ii) and 4.2(e) of ITB.
11. Original affidavit that the Bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works as per clause 4.2(g) of ITB.
12. Original copy of bank credit facilities as per format provided in bid documents as per clause 4.4B (b) (iii) and 4.2(h) of ITB.
13. Original copy of authority to seek references from the Bidder bankers on attached format in bid documents as per clause 4.2(i) of ITB.
14. Original Affidavit regarding near relatives and retired person as mentioned in clause 4.4B(c) (i) and (ii) of ITB.

15. Original affidavit regarding bid validity and Bidder has neither criminal record nor registered in any bar council.

16. Self-Attested copy of Bid Id generated after submission of Bid.

17. Copy of Valid Registration Certificate of the Contractor/Firm/Company in appropriate class.

18. Any other documents as specified by the TIA

10. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]

(b) The language of the Contract documents is English. [Cl.3.1]

11. The Schedule of Other Contractors is attached. [Cl. 8.1]

12 A. The Technical Personnel for construction work are: [Cl. 9.1]

Technical Personnel	Number		**Experience in Road Works & Building works**
	Contract works up-to Rs. 2 Crores	Contract works above Rs. 2 Crores	
i). Degree Holder in Civil Engineering			2 Years of Experience (minimum)
ii). Diploma Holder in Civil Engineering			2 Years of Experience (minimum)

B. For field testing laboratory

Technical Personnel	Number		**works**
	Contract works up-to Rs. 2 Crores	Contract works above Rs. 2 Crores	
Diploma in civil Or B.Sc. (P.C.M.) having one-year experience			2 Years of Experience (minimum)

12(b) Name of Technical Personnel to be deployed during construction at site.

S. No	**Name**	**Designation**	**Qualification**

12(c) Amount and deductible for insurance are: [Cl. 13.1]

Item		Amount to be insured	Deductibles
A.	Loss of or damage to the works, plants and materials	10 % of contract value	Deductibles for insurance shall be as

B.	Loss of or damage to equipment	2.5 % of contract value		per latest tariff of General Insurance Company of India plus 20% of premium amount for items A, B, C & D
C.	Loss of or damage to property (except the works, plant, Materials, and Equipment) in connection with the contract:	1 % of contract value		
D.	Personal injury or death	Up to contract value Rs. 2 Crores	Rs. 2 lacs per occurrence for maximum three occurrences	
		For contract value more than Rs. 2 Crores	Rs. 2 lacs per occurrence for maximum six occurrences	

12(b) Amount and deductible for insurance are: [Cl. 13.3 (a)

Item		Amount to be insured	Deductibles
A.	Personal injury or death	Rs. 2 Lacs for one occurrence per year	Deductibles shall be as per latest tariff of General Insurance Company of India plus 20% of the premium amount

13. Site investigation report [cl.14.1

As available with Executive Engineer RED Division----------

14 The key equipment's/machinery for construction of works shall be:

Name of the Equipment		**Cost of works above 40 Lacs**
1	Fully electronic and computerized Hot Mix Plant (40 to 60 TPH capacity)/Mini Hot Mix Plant	1 No.
2	Paver Finisher (100 TPH)	1 No.
3	Tar Boiler (400 Ltr.)	1 No.
4	Pressure Distributor (1750 Sqm/Hr)	1 No.
5	Tippers (5.50 cum / 10 MT capacity)	4 Nos.
6	Smooth Wheeled Road Rollers. (80-100 KN)	4 Nos.
7	Vibratory Road Roller (80-100 KN)	1 No.
8	Water Tanker (6 KL)	2 Nos.
9	Tractor with Trolley	2 Nos.
10	Vehicle mounted mechanical sprayer	1 No.
11	Excavator (1.00 cum bucket capacity)/ JCB/End Loader (1.00 cum bucket capacity)	1 No.
12	Air Compressor (210 Cfm)	1 No.
13	Concrete Mixers (0.40 cum)	1 No.
14	Concrete Joint cutting Machine for CC Pavement	1 No
15	Surface Vibrator	1 No
16	Pin Vibrator	1 No

17	Mechanical Broom	1 No.
18	Wet Mix Plant for WMM 25cum/ Hr capacity (where required in case WMM)	1 No.
19	Wet Mix Paver (where required in case WMM)	1 No.

(Cl.16.2)

15. **(a) Competent authorities are:** [Cl. 24.1]
Superintending Engineer R.E.D, with powers up to Rs. 40.00 Lacs
Chief Engineer, R.E.D. with powers up to Rs. 100.00 Lacs
The Director cum Chief Engineer R.E.D. -- with power above Rs. 100.00 Lacs
(b) Members of the standing committee for dispute redressal [Cl. 24.3]
i. Special Secretary Department of RED Government of UP
ii. The Director cum Chief Engineer R.E.D.
iii. Chief Engineer (Non-Official)/Superintending Engineer (Non-Official) selected by the Contractor from a panel of three persons given to him by the Director cum Chief Engineer R.E.D.

16. (a) The period for submission of the programme for approval of Engineer shall be **Seven** days from the issue of Letter of Acceptance. [Cl.26.1]
(b) The updated programme shall be submitted at interval of **45** days. [Cl. 26.5]
(c) The amount to be withheld for late submission of programme shall be Rs. 10,000=00 per day for contract value up to 2 Crore and Rs. 20,000=00 per day for contract value above Rs. 2 Crores. [Cl. 26.5]

17. The key equipment for field laboratory shall be:

S.No.	Name of Testing Equipment	**No. required**
1	Riffle Box	1
2	Sieve Set	2
3	Sieve Shaker,450mm	1
4	Atterberg Limits (liquid and Plastic Limit) Apparatus	1
5	Specific Gravity Apparatus	1
6	Auto Compaction Test (Light Compaction)	1
7	Speedy Moisture Meter (With Chemical)	1
8	Compression Machine 200KN	1
9	CBR Testing Machine with Proving Ring	1
10	CBR Mold,	1
	Tripod Stand	12
	Dial Gauge	12
	Perforated Brass Plate	12
	Penetration Piston, Bracket for Penetration dial gauge, Cutting collar, Displace block	12
	Surcharge Weight, rammer	1
11	Moisture Tins	1
12	Spatula	12
13	Aggregate Impact value Machine with Accessory as per, IS:2386-IV	4
14	Flakiness gauge as per IS-2386-I	1
15	Los Angeles (Abrasion Value) Apparatus as per IS:2386-IV	2
16	3m Straight Edge with Wedges	1

17	Water Bath (Thermostatically Controlled up to 60°C)	1
18	Penetration Machine with Accessory	1
19	softening point Apparatus with Accessory	1
20	Extraction Machine with 6 Mold, Rammer, Base, etc.	1
21	Viscosity (Say bolt Fulrol) with Accessories	1
22	Ductility Machine with Accessories	1
23	Sand Replacement Cylinder with Accessories	1
24	Core Cutter with Collar and Hand Rammer	2
	(B) Other Accessories, Reagents and Glassware	
1	Auger, Pick Axe, Spade, Crow Bar, etc. (Digging Tools) set	2
2	Glass Ware, Filter Paper, Beaker, Cylinder, etc. set	6
3	Trichloroethylene Lit.	10
4	Oven Thermostatically Controlled (upto 200C, Sensitivity 1C	1
5	Electronic Balance 5kg cap. Accuracy 0.5gm.	1
6	Electronic Balance 500gm cap. Accuracy 0.1gm.	1
7	Electronic Balance 200gm cap. Accuracy 0.1gm.	1
8	Thermometer (0°C to 5°C, 110°C, 250°C, 300°C)	6
9	Proving ring 50 kN	2
10	Proving ring 100 kN	1
11	First Aid Box	1
12	Tray Enameled (Big, Medium, small, Rectangular and Circular)	6
13	GI Tank 0.75x0.75mx0.3m	1
14	Hot Plate	1
15	Stop Watch	2
16	Sieve Set of GI frame dia 450 mm of sizes in mm125,90,75,63,53,45,37.5,26.5,22.4,19,13.2,11.2,9.5,6.7,5.6, and 4.75 with lid and pan	one no each
17	Sieve Set of Brass frame dia 200 mm of sizes in mm 4.75,2.36,2,1.7,1.4,1.18,1.0 and size in micron 850, 710, 600, 425, 300, 250, 180, 150, 90,75 with lid and pan	two no each

(Cl.31.la)

18. No increase in rates of any items specified in Bill of Quantities is allowed due to variation in quantities [Cl 36.1]

19. The authorized person to make payments is *Executive Engineer* [Cl.39.2]
Division----------

20. (a) Milestones to be achieved during the contract period

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

(2) 3/8th of the value of entire contract work up to ½ of the period allowed for completion of construction.

(3) 3/4th of the value of entire contract work up to ¾th of the period allowed for completion of construction.

(b) Amount of liquidated damages for delay in completion of works — For Whole of work **01** percent of the Initial Contract Price, rounded off to the nearest. thousand, per week.

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

21. The amount of the advance payments is [Cl. 45]

Nature of Advance	Amount	Conditions to be fulfilled
a. Mobilization	5% of Contract Price	Submission of unconditional Bank Guarantee equal to 110% (one hundred ten per cent) of the amount of the advance payment being requested:
b. Equipment	90% for new equipment brought to site, subject to a maximum of 10% of the Contract Price	Equipment brought at site subject to Engineer Certificate and required for the Works and Submission of unconditional Bank Guarantee equal to 110% (one hundred ten per cent) of the amount of the advance payment being requested:

22 The standard form of Performance Security acceptable to the Employer Shall be unconditional. Bank Guarantee of the type as presented in the Bidding Documents. [Cl.46.1]

23. (a) The Schedule of Operating and Maintenance Manuals: - **N.A.** [Cl.51.1]

(b) The date by which "as-built" drawings (in scale as directed) in two sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.51.1]

24. The amount to be withheld for failing to provide "as-built" drawings and photographs by by the date required is: - **Rs. One Lac.** [Cl.51.2]

25 (a) The period for setting up a field laboratory with the prescribed equipment is **7** (Seven) days from the days from the date of notice to start work. [Cl.52.2 (i)]

(b) The following events shall also be fundamental breach of contract: [Cl.52.2 (j.)]
"The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract.

(c)The period for to deploy machinery and equipment or personnel is **7** (Seven) days from the date of notice to start work [Cl.52.2 (k)]

26. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be: - **Twenty Percent (20 %.)** [Cl.53.1]

Section 5

Specifications

Shall be attached as per nature of Work.

Section 5 (Cont'd)

Drawings

Note: The design, drawings, standards and guidelines of the Rural Roads Manual (IRC: SP: 20-2002) are to be followed for all-weather rural roads.

List of Drawings: -

1	Key Map site plan in case of Buildings	.
2	Road Alignment including cross sections	
3	Pavement Drawings	
4	Surface and sub surface drains with full details	
5	Culverts and minor Bridges	
6	Drawings for any other Road structure	
7	Road Furniture	
8	Building's Design and Drawings	
9	Building's specifications	

1. Drawings to be followed for actual execution of work should bear the stamp "Good for construction".

2. Any revision of working drawings should be indicated by pre-fixing R1, R2…. etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.

3. Complete set of drawings should be issued along with other tender documents so as to form part of the agreement.

4. Drawings are not available with the bidding documents downloaded from the website which may be obtained from the office of the concerned Division as indicated in the NIT.

Section 6
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.

Superintending Engineer, RED, CIRCLE GORAKHPUR

Address : Daudpur, Canal Road, Post Shivpuri, Gorakhpur

Identification Number of Works: ----------

Description of Works ----------

Dear Sir.

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 12, 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.

Authorised Signatory.....

Name and Title of Signatory.....

Name of Bidder.....
.
Authorised Address of Communication.....

.....

Telephone Nos (Office) ……

Mobile No. ……

Facsimile (Fax) No. …….

Electronic Mail Identification (Email ID)

Bidder is to upload mandatorily this part I in Technical Bid.

Form of Bid for Part II of the Bid

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

Superintending Engineer, RED, CIRCLE GORAKHPUR

Address : Daudpur, Canal Road, Post Shivpuri, Gorakhpur

Identification Number of Works: ----------

Description 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, and carry out the routine maintenance (if any) in 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 Authorised Signatory.....

Name and Title of Signatory.....

Name of Bidder.....

Authorised Address of Communication.....

.....

.

Telephone Nos (Office) ……

Mobile No. ……

Facsimile (Fax) No. ……..

Electronic Mail Identification (Email ID) ……

Bidder is to upload mandatorily this part II in Technical Bid as well as in Financial Bid.

Section 7

Bill of Quantities

Preamble

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

12. 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.

13. 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.

Bill of Quantities
(For Percentage Rate Bids)

1.	Name of Work:			
or	Name of Road		Block	Length (Km.)
	From	To		
1				

(a) Note: - Bidder has to quote %age Above/Below or at par online at prescribed column/Row.

Sl. No.	Description of item (with brief specification and reference to book of specification)	Unit	Quantity	Rate		
				In figures	In words	

Note: - Rate floated in BoQ are inclusive all taxes except GST which will be paid extra as per latest Government Order

Signature of the Contractor

Section 8

Letter of Acceptance and Other Forms

OFFICE OF THE SUPERINTENDING ENGINEER

RURAL ENGINEERING DEPARTMENTS,

CIRCLE GORAKHPUR

NO..... ..... DATED .....

(a) LETTER OF ACCEPTANCE

To,
M/s .....
.....
.....

This is to notify you that on behalf of the Governor of UP, the Superintending Engineer R.E.D. CIRCLE ----------, has accepted your Bid dated ---------- for execution of the Work for District----------

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

for the contract Price of Rs..... (In words …….....only) is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause **26.3**) *[where applicable]* in the form detailed in Cl. **31.2** of ITB for an amount of Rs. ---------- (in words----------) valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to ..... for Performance Security and an amount of Rs. ---------- (in words----------) for unbalance security valid up to the construction period plus 45 days extra and sign the Contract within 10 days of the receipt of this Letter of Acceptance, failing which action as stated in Cl**. 31.3** of ITB will be taken. All Performance securities and Unbalance security will be duly pledged in the name of **Superintending Engineer RED** ----------

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 Ballast will be brought to site.

You are also requested to submit the Non-judicial stamp paper of Rs..... (In words …….....) at the time of signing of agreement.

You are also requested to indicate your nominee as required under Clause 55.2 of the GCC.

please be noted in case of any document attached with your tender is found incorrect in any manner whatsoever then this acceptance letter will stand with drawn an action like FIR and Blacklisting shall be taken as per clause 32 of I.T.B of bidding document.

Yours faithfully,

Superintending Engineer
Rural Engineering Department
Circle,

No. & Dated as above.

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

Superintending Engineer
Rural Engineering Department

(b) Standard Form of Agreement

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

Standard Form: Agreement

This agreement, made the ..... day of ..... of 20------ between Superintending Engineer , R.E.D. Circle, ---------- on behalf of Governor of UP , (hereinafter called "the Employer") of the one part, and

.....

[Name and address of Contractor] (Hereinafter called "the Contractor" of the other part).

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

Description of the Works

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

(Hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rs..... (In words.....only)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   (1) Agreement,
   (2) Notice to Proceed with the Work,
   (3) Letter of Acceptance,
   (4) Contractor's Bid 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 uploaded 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 55.2 (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

Superintending Engineer
Rural Engineering Department,
Circle, Gorakhpur

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

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

In the presence of:

Executive Engineer
Rural Engineering Department,
District- MAHARAJGANJ

Binding Signature of Employer authorized representative

Superintending Engineer
Rural Engineering Department,
Circle, Gorakhpur

Binding Signature of Contractor

.....
.....

.....

OFFICE OF THE SUPERINTENDING ENGINEER,
RURAL ENGINEERING DEPARTMENTS
CIRCLE, Gorakhpur
(c) 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 30.2 and signing of the contract for the construction of ----------
for Distt. ----------

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

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

Contract Bond No.: -
Date of start: -
Due date of Completion: -
Due Date of Defect liability period: -

Yours faithfully,

Superintending Engineer
Rural Engineering Department
Circle,

(d) Form of unconditional Bank guarantee for advance payment

BANK GUARANTEE FOR ADVANCE PAYMENT

To,
Superintending Engineer,
R.E.D. Circle
GORAKHPUR

Gentlemen:

In accordance with the provisions of the General Conditions of contract, clause 45 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor]* (hereinafter called "the Contractor") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____
[amount of guarantee][1] _____ *[in words]*.

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee][1] _____ .

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contractor.
documents which may be release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Employer]* receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____
Name of Bank/Financial Institution: _____
Address: _____
Date: _____

---

1. An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment and denominated in Indian Rupees.

(e) Form of unconditional Bank guarantee "Performance Bank Guarantee").

PERFORMANCE BANK GUARANTEE

To,
Superintending Engineer,
Circle R.E.S.
_____

WREREAS _____ [*Name and Address of Contractor*] (Hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [*Name of Contract and brief description of Works*] herein after called "The Contract."

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [*amount of guarantee*] _____ _____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contactor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period calculated after intended completion date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

RED-T-4

कार्यालय जिला मजिस्ट्रेट, ...

चरित्र प्रमाण–पत्र

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

1. आवेदक का नाम श्री/श्रीमती .....
2. पिता/पति का नाम श्री .....
3. आयु .....
4. शैक्षिक योग्यता .....
5. व्यवसाय .....
6. पता– (अ) स्थाई पता दूरभाष सहित .....
   .....
   (ब) अस्थाई पता दूरभाष सहित .....
   .....
7. अपराधिक मुकदमों का विवरण .....

व्यक्ति के विरूद्ध जनपद में दर्ज मुकदमों, अपराधिक गतिविधियों और असामाजिक कार्यों का विवरण दिया जाय। यदि किसी न्यायालय में अपराधिक मुकदमा चल रहा है तो उसका विवरण भी दिया जाय। यदि लोक निर्माण विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड किया गया हो तो उसका विवरण भी दिया जाय। माफिया/गैंगेस्टर गतिविधियों एवं संगठित अपराधों में लिप्त व्यक्तियों के बारे में विषेष रूप से जॉच करने के बाद ही प्रमाण पत्र निर्गत किया जाय और इसका उल्लेख इस कालम में अवश्य किया जाय।

8. सामान्य ख्याति .....
9. प्रमाण–पत्र :–

मेरे द्वारा श्री ..... के कार्य और आचरण तथा चरित्र के संबंध में पूरी तथ्यात्मक जानकारी कर ली गई है। इनके विरूद्ध अपराधिक मुकदमों की सूचना भी पुलिस से प्राप्त की गई है। सभी तथ्यों की जानकारी के पश्चात् मैं प्रमाणित करता हूँ कि श्री ..... का कार्य और आचरण तथा चरित्र उत्तम है और इनके लोक निर्माण विभाग में अथवा राज्य सरकार के किसी विभाग में ठेकेदार का कार्य करने पर सामान्यतः आपत्ति प्रतीत नहीं होती।

दिनांक .....

हस्ताक्षर
जिला मजिस्ट्रेट/कलेक्टर
(मुहर सहित)

नोटः–1. जिला मजिस्ट्रेट/कलेक्टर द्वारा यह प्रमाण–पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण–पत्र निर्गत नहीं किया जायेगा।

2. प्रमाण–पत्र देने के पूर्व वह आवश्यकतानुसार वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक/तहसीलदार/एस0डी0एम0/अपर जिलाधिकारी अथवा किसी अन्य अधिकारी से जॉच कराकर रिपोर्ट प्राप्त कर सकते हैं।

3. संबंधित व्यक्ति से स्वघोषणा शपथ–पत्र ले सकते हैं।

4. यह प्रमाण–पत्र सामान्यतः दो वर्ष के लिए मान्य होगा। यदि इससे पूर्व कोई अपराधिक घटना होती है अथवा प्रार्थी के विरूद्ध कोई अपराधिक मुकदमा आदि दर्ज होता है या वह किसी संगठित अपराध में या माफिया गतिविधियों में या असामाजिक गतिविधियों में पकड़ा जाता है तो पुलिस विभाग का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/कलेक्टर तथा संबंधित विभाग के अधिकारियों को देगा और प्रमाण–पत्र तत्काल निरस्त किया जायेगा।

5. इन प्रमाण–पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में तथा वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में एक अलग रजिस्टर में विधिवत अंकित की जायेंगी और निर्गत प्रमाण–पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवष्य रखी जायेगी।

6. इस प्रमाण–पत्र के निर्गत करने अथवा निरस्त करने के संबंध में अन्तिम निर्णय संबंधित जिला मजिस्ट्रेट/कलेक्टर का होगा।

7. निर्गत प्रमाण–पत्र की एक कार्यालय प्रति (Office copy) वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में अवश्य रखी जायेगी और एक अलग रजिस्टर में प्रविष्टि अंकित की जायेगी जिससे रिकार्ड रहे।

8. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, चरित्र प्रमाण–पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

RED-T-5

कार्यालय जिला मजिस्ट्रेट, ...

हैसियत प्रमाण–पत्र

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

1. प्रार्थी का नाम (व्यक्ति/फर्म/संस्था का नाम) .....

2. पिता/पति का नाम श्री .....

3. निवास स्थान

(अ) पूरा स्थाई पता दूरभाष सहित .....

.....

(ब) अस्थाई पता दूरभाष सहित .....

.....

4. व्यवसाय .....

5. सम्पत्ति का विवरणः– जिला मजिस्ट्रेट/कलेक्टर के द्वारा चल/अचल/ सम्पत्ति/हैसियत के संबंध में पूरा विवरण निम्न प्रकार से दिया जाय।

(i)अचल सम्पत्ति– जमीन/भूखण्ड/मकान/दुकान/व्यवसायिक प्रतिष्ठान/उद्योग धन्धे आदि का पूरा विवरण। यह सम्पत्ति ठेकेदार के नाम है अथवा किसी अन्य व्यक्ति के नाम से है, इसका स्पष्ट उल्लेख किया जाय। इस संबंध में सक्षम अधिकारी द्वारा निर्गत प्रमाण–पत्र संलग्न किया जाय। सम्पत्ति का मूल्यांकन/बाजार मूल्य तथा सम्पत्ति बैंक अथवा किसी वित्तीय संस्था में मार्गेज हो तो उसका विवरण भी दिया जाय।

(ii)चल सम्पत्ति– मोटर वाहन/निर्माण कार्यों में प्रयुक्त मशीनों तथा अन्य चल सम्पत्ति का पूरा विवरण दिया जाय। यह सम्पत्ति ठेकेदार के नाम है अथवा किसी अन्य व्यक्ति के नाम से है, इसका स्पष्ट उल्लेख किया जाय। इस संबंध में सक्षम अधिकारी द्वारा निर्गत प्रमाण–पत्र संलग्न किया जाय। सम्पत्ति का मूल्यांकन/बाजार मूल्य कितना है। यह सम्पत्ति बैंक अथवा किसी वित्तीय संस्था में मार्गेज हो तो उसका विवरण दिया जाय।

6. बैंक अथवा वित्तीय संस्था में कोई धनराषि हो तो इसके लिए बैंक का नाम/खाता संख्या एवं उसमें रखी धनराशि का विवरण दिया जाय। इसके लिए बैंक अथवा वित्तीय संस्था द्वारा निर्गत प्रमाण–पत्र संलग्न किया जाय।

7. हैसियत प्रमाण पत्र के लिए हैसियत के रूप में यदि बैंक में जमा धनराशि दर्शायी जाती है तो वह धनराशि कम से कम तीन माह पहले से बैंक में जमा होनी चाहिए और कार्य पूरा होने तक बैंक में अवश्य जमा रहनी चाहिए।

8. प्रार्थी का पैन नम्बर ..... है।

मेरे द्वारा श्री (यहॉ व्यक्ति/फर्म/संस्था आदि का नाम लिखा जाय).....की चल और अचल सम्पत्ति के बारे में तथ्यों की जानकारी कर ली गई है और उसका विवरण उपरोक्तानुसार दिया गया है।

मैं प्रमाणित करता हूँ कि मेरी जानकारी में उपरोक्त सभी तथ्य सही हैं और तथ्यात्मक रिपोर्ट के आधार पर यह प्रमाण–पत्र निर्गत किया जा रहा है।

दिनांक.....

हस्ताक्षर
जिला मजिस्ट्रेट/कलेक्टर
(मुहर सहित)

नोटः– 1. जिला मजिस्ट्रेट/ कलेक्टर द्वारा यह प्रमाण–पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण–पत्र निर्गत नहीं किया जायेगा।

2. प्रमाण–पत्र देने के पूर्व वह आवश्यकतानुसार तहसीलदार/एस0डी0एम0/अपर जिलाधिकारी/बैंक अधिकारी आथवा किसी अन्य अधिकारी से जॉच कराकर रिपोर्ट प्राप्त कर सकतें हैं।

3. संबंधित व्यक्ति से स्वघोषणा षपथ–पत्र भी ले सकतें हैं।

4. यह प्रमाण–पत्र सामान्यतः दो वर्ष के लिए मान्य होगा। यदि इससे पूर्व कोई महत्वपूर्ण विक्रय आदि होता है अथवा सम्पत्ति में परिवर्तन होता है या कमी आती है तो संबंधित व्यक्ति का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/ कलेक्टर तथा संबंधित विभाग के अधिकारियों को देगा और प्रमाण–पत्र में संषोधन जारी किया जायेगा।

5. इस प्रमाण–पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में एक अलग रजिस्टर में विधिवत अंकित की जायेंगी और निर्गत प्रमाण–पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवष्य रखी जायेगी।

6. इस प्रमाण–पत्र के निर्गत करने अथवा निरस्त करने के संबंध में अन्तिम निर्णय संबंधित जिला मजिस्ट्रेट/ कलेक्टर का होगा।

7. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, हैसियत प्रमाण–पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

RED-T-6

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

<u>षपथ–पत्र</u>

मैं ..... पुत्र श्री .....
निवासी
(स्थायी पता) .....
(अस्थायी पता) .....का निवासी हूॅ। मैं शपथ पूर्वक निम्न घोषणा करता हूॅ।

1. मैं ग्रा0अ0वि0 का ए/बी/सी/डी/ई श्रेणी का पंजीकृत ठेकेदार हूॅ। (विभाग द्वारा निर्गत श्रेणी संबंधी प्रमाण–पत्र संलग्नक किया जाय) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं ग्रा0अ0से0 के कार्यो को पूरा करने के लिए सक्षम और समर्थ हूॅ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का प्रयाप्त अनुभव है।

2. ग्रा0अ0विभाग द्वारा जो (कार्य का विवरण लिख जाय)..... कराने की निविदा पत्रांक :———/ग्रा0अ0वि0/निविदा पत्राली/पत्रावली सं0...../अनु0सहायक/20...../ दिनांकः.....निर्गत की गई है उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूॅ।

3. मेरे द्वारा दिये जा रहे प्रमाण–पत्रः चरित्र प्रमाण पत्र/हैसियत <u>प्रमाण–पत्र/आयकर</u> <u>प्रमाण–पत्र/व्यापार</u> कर प्रमाण–पत्र/बिड सिक्योरिटी प्रमाण–पत्र/बिड कैपिसिटी प्रमाण–पत्र/जमानत धनराशि आदि का प्रमाण–पत्र तथा अन्य सुसंगत अभिलेख आदि मूलरूप में/आवशयक प्रमाणित प्रति निविदा पत्र के साथ संलग्नक कर दिये गये हैं।

4. मेरा पैन नं0 ..... है। (आयकर विभाग द्वारा प्रदत्त प्रमाण–पत्र संलग्नक किया जाय)

5. मेरे विरूद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहॉ पूरा विवरण दिया जाय।
   1. मुकदमा नम्बर .....
   2. धारायें .....
   3. थाना .....
   4. जनपद .....
   5. न्यायालय (जहॉ मुकदमा चल रहा है) .....

6. मैं लोक निर्माण विभाग/ ग्रा0अ0 विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेट ठेकेदार की श्रेणी में नहीं आता हूॅ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूॅ। मैं माफिया और अपराधी नहीं हूॅ। मेरा चाल–चलन, कार्य तथा आचरण उत्तम है।

7. मेरे विरूद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है। (यदि है तो उपरोक्तानुसार विवरण अंकित करें)।

8. मैं बार कौंसिल का सदस्य नहीं हूँ।

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

10. मैं अनुबन्ध की शर्तों के अनुसार समय से, पूरी गुणवत्ता के साथ–साथ निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूँगा और विभाग को पूरा सहयोग प्रदान करूँगा।

11. मेरा कार्य एवं आचरण उत्तम है।

12. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थाई पता और अस्थाई पता निम्न प्रकार हैः–

(अ) स्थायी पता (दूरभाष सहित) .....

(ब) अस्थायी पता (दूरभाष सहित) .....

(यहॉ पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाय)

13. मैं शपथ पूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल अधिशासी अभियन्ता, ग्रा0अ0वि0 और जिला मजिस्ट्रेट/कलेक्टर को दूँगा।

14. मैं यह भी घोषणा करता हूँ कि विभाग के जिस कार्य के लिए मेरे द्वारा ठेका लिया जा रहा है उसके सापेक्ष चल एवं अचल सम्पत्ति का हैसियत प्रमाण–पत्र जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम लिखा जाय) .... द्वारा प्राप्त करके प्रमाणित छाया प्रति संलग्न किया जा रहा है। **मैं षपथ पूर्वक यह भी घोषणा करता हूँ कि कार्य संतोषजनक रूप से पूर्ण होने तक हैसियत प्रमाण पत्र में इंगित संपत्ति को विक्रय अथवा गिरवी नहीं रखूगॉ।**

15. मैं अपनी पूर्ण जानकारी में पूरे हाशो–हवाश में, स्वस्थचित से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ–पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक .....

शपथी का पूरा हस्ताक्षर
पूरा नाम–
पता–

नोटः– 1. यह स्वघोषणा शपथ–पत्र रू0 100/– (रू0 एक सौ) के Stamp paper पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुए दिया जायेगा।

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

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

प्रस्तुत किये जाने वाले अन्य षपथ–पत्रों का प्रारूप

सेवा में

अधीक्षण अभियन्ता

ग्रामीण अभियन्त्रण विभाग

परिमण्डलः————————————————————

निविदा सूचना पत्रांक :———/ग्रा0अ0वि0/निविदा पत्राली/पत्रावली सं0...../अनु0सहायक/20...../ दिनांकः.

कार्य का नाम अथवा. कार्य की पहचान सं0 :————————————————

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

(अस्थायी पता) .....का निवासी हूॅ। मैं शपथ पूर्वक निम्न घोषणा करता हूॅ।

Signature Not Verified
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Date: 2026.05.13 06:01:30 IST
Location: Uttar Pradesh-UP