

**PROFORMA – T –2**

**Model Bidding Document**

**For**

**RAJYA KRISHI UTPADAN MANDI  
PARISHAD U.P.**

**Work Costing above Rs. 40 Lacs**

For

**Construction**

**RAJYA KRISHI UTPADAN MANDI  
PARISHAD U.P.**

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## **SECTION 1**

**LIST OF IMPORTANT DATES**

**PRESS NOTICE**

**NOTICE INVITING TENDERS**

**Office of the Deputy Director (Construction), R.K.U.M.P.....**

**Notice Inviting Tenders**

**No.....**

**Dated: .....**

1 The D.D.C. R.K.U.M.P..... on behalf of DIRECTOR, MANDI PARISHAD U.P. invites the percentage rate bids from the eligible and approved Contractors registered with Mandi Parishad, class A and B as the case may be. **The Bidder may submit bids for any or all of the works. Bidders are advised to note the minimum qualification criteria specified in Clause 4 of the Instructions to Bidders to qualify for the award of the contract.**

2.

SL No	DISTRICT	Name of Work	Estimated cost (Rs.)	Bid Security (Rs.)	Address of Dy. Director(Const.)	Address of Joint Director(Const.)
1	2	3	4	5	6	7

- 3 **Time allowed for completion of each work is ..... months, including rainy season.**
- 4 The bids shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of bids. Bids once submitted cannot be withdrawn.
- 5 **Bids are to be submitted on line only.**
- 6 In case of any discrepancy between the downloaded bid document and that available with the concerned “Deputy Director(Const.), R.K.U.M.P.....”, the bid document available in the office would be considered authentic
- 7 Bids must be delivered to the office of the “Deputy Director(Const.), R.K.U.M.P.....” the work, Joint Director (Const.) mentioned in columns 6 & 7 of the table corresponding to the respective work on or before 12.00 Noon on ..... and the technical bids will be opened on the next working day , that is, on .....

at 12.30 pm, in the office of the Deputy Director(Const.), R.K.U.M.P..... mentioned in columns 6, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt or opening of the bids as specified, the bids will be received and opened on the next working day, respectively, at the same time and venue, and validity of bid will be considered from the original date. The date and time of opening of the Financial bid shall be notified by a notice displayed in the office of the Deputy Director (Const.) mentioned in columns 6 and by individual notice to the eligible and qualified bidders. The Financial bids shall be opened in the office of the Deputy Director (Const.) Engineer mentioned in columns 6, in the presence of the bidders who wish to attend.

- 8 A pre-bid meeting will be held for each work on ..... at 12.00 Noon at the office of Deputy Director (Const.) mentioned in column 6 of the table corresponding to the respective package to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.
- 9 Bids must be accompanied with security of the amount specified for the work in the table. Bid security will have to be in any one of the forms as specified in the bidding document and shall be valid for 45 days beyond the validity of the bid.
- 10 A bidder shall not be permitted to bid for works in the Circle responsible for award and execution of contracts in which his or his spouse's near relatives (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Deputy Director (Const.) and Junior Engineer (both inclusive)
- 11 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State / Central Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- 12 Bid documents and other details consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen in the office of the Dy. Director (Const.) mentioned in column 6 of the table corresponding to the respective package between hours of 11.00 am and 04.00 pm on any working day between ..... and .....
- 13 Any bidder who is having criminal record is not allowed to participate in the bidding process.
- 14 Any bidder who is registered with the state Bar Council is not allowed to participate in the bidding process.
- 15 Each bidder is required to furnish an affidavit on a non-judicial stamp paper of Rs. 100/- giving all information's on prescribed proforma required for evaluation of the bidding capacity of the bidder.

Deputy Director (Construction),  
Rajya Krishi Utpadan Mandi Prishad,U.P.

**This is Certify that I have checked the Bid Document and it is correct in all respect.**

**Deputy Director (Construction)**

.....  
.....

**Date:**

## 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 the Part I General Conditions of Contract.
- 1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

### 2. **Eligible Bidders**

- 2.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.
- 2.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- 2.3 Any bidders having **criminal record** is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organised crime or gangster activities or Mafia or Goonda or Anti social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**
- 2.4 The bidder has to produced character certificate, Solvency certificate, self decoration affidavit (on the prescribed proforma which is attached with the bid document ) etc., issued by the competent authority in original with bid document.
- 2.5. Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid shall be automatically cancelled.**

### 3. **Qualification of the Bidder**

- 3.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 3.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification I information unless otherwise stated in the Appendix to ITB:
  - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) total monetary value of civil construction works performed for each of the last five years;
  - (c) experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
  - (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
  - (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.
  - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

- (g) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;
- (h) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (k) Proposal for subcontracting the components of the works for construction/ 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. .

### 3.3 **Bids from joint venture are not allowed.**

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

3.4 B (a) Each bidder must produce:

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

(b) Each bidder must demonstrate:

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

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

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

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

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

3.6 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. The available bid capacity will be calculated as under:

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

where

- A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.
- N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).
- M = M is taken 2.5
- B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

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

3.7 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.

#### **4 One Bid per Bidder**

4.1 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.

#### **5 Cost of Bidding**

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

#### **6 Site Visit**

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

## **B. Bidding Documents**

### 7. Content of Bidding Documents

7.1 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, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.

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

7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

### 8 Clarification of Bidding Documents and Pre-bid Meeting

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

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

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

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

8.2.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. 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.

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

### 9. Amendment of Bidding Documents

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

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

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

## **C. Preparation of Bids**

### **10 Language of Bid**

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

11 Documents Comprising the Bid

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

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

- I. For bidding documents downloaded from the website, the demand draft for the cost of the bidding documents placed in a separate cover, marked “cost of bidding document downloaded from the internet”;
- II. Earnest Money in a separate cover marked ‘Earnest Money’;
- III. Authorized Address and contact details of the bidder having the following information :  
Address of communication:  
Telephone No.(s): Office:  
Mobile No.:  
Facsimile (Fax) No. :  
Electronic Mail Identification (E-mail ID):
- IV. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- V Undertaking that the bid shall remain valid for the period specified in clause 15.1 OF ITB.
- VI any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VII. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

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

- (i) Form of Bid as specified in Section 6;
- (ii) Priced bill of quantities for items specified in Section 7;

11- 2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.

**11.3** 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
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

### **12. Bid Prices**

12.1 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.

12.2 The Bidder shall adopt the Percentage Rate Method 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.

- 12.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

**13 Currencies of Bid**

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

**14 Bid Validity**

- 14.1 Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 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 cable. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or 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 respects.

**15. Earnest Money**

- 15.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.
- 15.2 The Earnest Money shall, at the Bidder's option, be in the form of Fixed Deposit Receipt of a scheduled commercial bank, NSC, Post office saving Bank issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.
- 15.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.
- 15.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.
- 15.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 15.6 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.

**16- Alternative Proposals by Bidders**

- 16.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

**17- Format and Signing of Bid**

- 17.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.
- 17.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.3(a) of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 17.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Bid.

## **D. Submission of Bids**

18. All bids to be submitted on-line only. As per guideline envisaged in G.O No, 8/2017/836/23-07-17-176(SA)/06, dated 08 June 2017 .  
(Appendix-1 )
- 18.1 All uploaded technical bids shall be opened by the department and later on bidders have to submit the hard copies of the relevant documents. Failing on which it shall be open for the Mandi Parishad authorities to proceed on legal course of action like black listing the bidder and lodging F.I.R . for the fraud lands as per G.O No. 1/2018/3070/78-2-2018/421.T./2017(22, dated 03-01-2018 (Appendix-II)
- 18.2 The Bidder shall place his bid in one sealed envelopes.

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

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

#### **19. Bid Opening**

- 19.1 As the procedure of bidding is “two envelop system “so 1st Technical bids shall be opened later on Financial Bids of Technically qualified bidders shall be liable to be opened.
- 19.2- The Employer shall inform, by telegram or facimal, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.
- 19.3- At the time of the opening of the ‘Financial Bid’, the names of the bidders whose bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders’ names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation-
- 19.4 The Employer shall prepare the minutes of the opening of the Financial Bids.
20. Process to be Confidential
- 20.1 The list of testimonials/ Certificates in support of technical qualification may be verified by the employer from issuing authorities confidentially. In the same way financial instrument submitted as E.M.D.etc. may also be verified from the senior authorities of the bank.
21. Clarification of Bids and Contacting the Employer
- 21.1 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.
- 21.2 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.
22. Examination of Bids and Determination of Responsiveness
- 22.1 During the detailed evaluation of “Technical 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 “Financial 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.
- 22.2 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.
- 22.3 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.

#### **23. Correction of Errors**

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

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

23.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.

#### 24. Evaluation and Comparison of Bids

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

24.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.

24.3 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 32 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 decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

24.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of routine maintenance of works to be performed for five years under the contract, the Employer may require the Bidder to produce detailed price analyses for routine maintenance. After its evaluation, the Employer may require that the amount of the performance security set forth in Clause 32 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 decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

#### 27. Price Preference

25.1 There will be no price preference to any bidder.

### ***F. Award of Contract***

#### 26. Award Criteria

26.1 Subject to Clause 31 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; and
- ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

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

27.1 Notwithstanding Clause 29 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.

28. Notification of Award and Signing of Agreement.

28.1.1 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 cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2. 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 32.

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

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

#### 29. Performance Security

**29.1** Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price, for the period of one years and the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.

**29.2**

The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in favour of Deputy Director (Construction) payable at ....., U.P., from a Scheduled Commercial Bank.

**29.3** Failure of the successful Bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating future bids under Rjaya Krishi Utpadan Mandi Parishad, U.P. for one year.

**30- Advances:**

**30.1** The employer will provide mobilization advances and advance against security of equipment as provided in Part I General Condition Of Contract.

**31. Corrupt or Fraudulent Practices**

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

## Appendix to Invitation To Bidders (ITB)

The Employer is Deputy Director (Construction), R.K.U.M.P. U.P.  
Represented by : Deputy Director (Construction), R.K.U.M.P .....

The Works is Construction of following road with allied works as Shown below  
.....

Instructions to Bidders  
Clause Reference

The State is Uttar Pradesh

(1.1) Eligible Bidders are: Contractors registered with –Public Works Department in class ‘A’ or ‘B’ as the case may be.

(1.1) *The information required from bidders in Clause 4.2 is modified as follows:*

NONE

(2.1)

The percentage is **Ten**

(3.1)

One Third of the estimated cost of works

(4.2)

Other certificates required with the bid are: As per ITB

The key equipments for road works and field testing laboratory Construction Works are:  
FOR CONSTRUCTION WORKS

4.2 (g)

Name of the Equipment	Quantity
	Cost of works Upto Rs. 2 Crore
	Cot of works more than Rs. 2 Crore

(4.4 A) (b)

(4.4 B) (a) (iii)

(4.4. B) (b)(i)

1. Tar Boiler
2. Mixture
3. Concrete Mixture
4. Water Tanker
5. Diesel Road Roller (8-10 Ton Capacity)
6. Vibratory Roller
7. Tractor
8. Truck
9. Hot mix plant with sensor paver
10. Air compressor
11. Mechanical Broom
12. Bitumen Distributor/ mechanical sprayer
13. Tipper
14. J.C.B.
15. Pockland

For field testing Laboratory:

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

Note: (a) The bidder must produce the following documentary evidence in support of his owning the above equipment: Documents showing proof of ownership.

(4.4 B) (b)( ii) The Number of Technical personnel, Qualifications and Experience will be as follows:

A. The Technical Personnel are:

Technical Personnel	Number		Experience in Road Works
	Up to Rs. 2 Crore Contract Value	Above Rs. 2 Crore Contract Value	
A. Degree Holder in Civil Engineering	1	2	Minimum 2 years of Experience
B. Diploma holder in civil engineering	2	4	Minimum 2 years of Experience
C. Others Specify			

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

B. For field testing laboratory:

(4.4 B) (b)(iii) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 10% of the contract value

(4.4 B) (c) (i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:

J.E's, A.E.'s, D.D.C.'s, J.D.C.'s, and other staff of equivalent rank

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

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

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

(#6) M = 2.5

(7.1) The contact person is:

Designation: **D.D.C.**

Office of **D.D.C.**

Ph No .....

(9. 2.1) Place, Time and Date for pre-bid meeting are:

Place: **Office of D.D.C., R.K.U.M.P.**

**Time: 12.00 Noon Date: .....**

(11.1) Language of the bid is: *English*

(12.1) Part I (v) The other documents required are: NONE

(13.2.) Bids may be submitted only in Percentage Rate Method

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

(16.1) The amount of Earnest Money shall be **Rs.** .....

(16.2) Fixed Deposit Receipt must be drawn in favour of:

**Dy. Director (Const.), R.K.U.M.P.** .....

(16.2) Other acceptable forms of Bid Security pledged in favour of : **Dy. Director (Const.)**

**Rajya Krishi Utpadan mandi Parishad**..... National savings certificate issued by P&T Deptt., Post Office Saving account Pass book .

(16.3) Exemption from Earnest Money is granted to: NONE

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

(i) Office of D.D.C.R.K.U.M.P. ....  
Ph No .....

(20.1) The deadline for submission of bids shall be:

Time 12.00 Noon  
Date : .

(22.1) & (22.6) The date, time and place for opening of the Technical Bids are:

(A) Technical Bid

Date: .....  
Time: 12.30 PM  
Place: Office of D.D.C.....

(B) Financial Bid (For qualified bidder as)

Date ..... To be notified by a notice  
Time ..... displayed in the office of D.D.C..

Place: Office of D.D.C.R.K.U.M.P .....

(32.1) The amount and validity period of the performance guarantee is:

Amount: 5% of the contract price  
Validity Period: - As per SBD

(i) Performance security shall be valid until a date 45 days after the expiry of Defect Liability Period of 1 years after intended completion date.

(ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.

**Signature of Employer/ Authorised Signatory**

Date :

### Section 3 Qualification Information

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

Notes on Form of Qualification Information

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

1. Individual Bidders

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

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

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

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

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

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

(B) Works for which bids already submitted:

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

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

1.5 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

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 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.

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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).

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

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

← Formatted: Bullets and Numbering

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

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

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. \_\_\_\_\_ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager \_\_\_\_\_

Name of the senior Bank Manager \_\_\_\_\_

Address of the Bank -----

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

## 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.

The Conditions of Contract also incorporate the concept of performance-based payments for routine maintenance of roads.

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32. Correction of Defects

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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 whose 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.

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

The Defects Liability Period is one years 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.

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.

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 Works.

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

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The 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,
- (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, and
- (11) 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 are stated in the Contract Data.

## 4. Engineer's Decisions

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

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

## 5. Delegation

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

## 6. Communications

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

## 7 Subcontracting

7.1 The contractor may subcontract part of the construction work with the approval of the Employer in writing, upto 25% of the contract price but will not assign the Contract. Subcontracting shall not alter the contractor's obligations.

7.2 Beyond what has been stated in clauses 7.1, if the contractor proposes sub contracting 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.

7.3 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 o the Quantum of works to be sub-contracted.

## 7. Other Contractors

7.1 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.

7.2 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.

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

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

## 9. Employer's and Contractor's Risks

10.1 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.

## 10. 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 Contractor'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 excepted 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. 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:

- (a) Personal injury or death.

13.4 (b) 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.

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

13.6 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.

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

## 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 showing 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.

## 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 Employer
- c. The Ministry of Rural Development, Government of India.
- d. National Rural Roads Development Agency, New Delhi

## 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 arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data,

above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

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

## **25 Procedure for Resolution of Disputes**

25.1 The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of a dispute.

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

25.3 The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. 5 Crore or the Contractor is a Foreign Contractor, who has bid under ICB:-

(a) In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.

(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Roads Congress shall appoint the arbitrator.

A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

25.4 Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. 5 Crore and below, disputes and differences in which an Adjudicator has given a decision shall be referred to a sole Arbitrator. The sole Arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, by the appointing authority, namely the Chairman of the Executive Committee of the Indian Road Congress.

25.5 Arbitration proceedings shall be held at Lucknow (U.P.) , India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

25.6 Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

## **B. TIME CONTROL**

### **26. Programme**

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

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 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.

26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals of *60 Days* no longer than the period stated in the Contract 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.

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

### **27 Extension of the Intended Completion Date**

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

### **28. Delays Ordered by the Engineer**

28.1 The Superintending 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.

### **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 business 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 those who attended the meeting.

### *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 a Defect and to uncover and test any work that the Engineer considers may have a Defect.

#### 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/ Rural Roads Manual to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

32. Correction of Defects noticed during the Defect Liability Period for one year.

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

32.1.2 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.

#### **32.2. The RFI system will be followed for execution of work.**

#### 33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1.1 and of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

### *D. Cost Control*

#### *34. Bill of Quantities*

34.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works, and lump sum figures for yearly routine maintenance for each of the five years separately, 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. The payment to the Contractor is performance based for routine maintenance of roads.

#### 35. Variations

35.1 The Engineer 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.

#### 36. Payments for Variations

36.1 If rates for variation items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation 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.

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 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

### 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:

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

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

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

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

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

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

(g) The Payment of final bill shall be governed by the provisions of clause 50 of GCC.

### **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.

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

### 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 be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

#### 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% of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No. security deposit/ retention shall be retained from the payments for Routine maintenance of Works.
- 43.2 On the completion of the whole of the construction Work half the total amount retained as Security Deposit is repaid to the contractor and half when the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of his period have been corrected.
- 43.3 The additional performance security for unbalanced bids as detailed in Clause 51 of Conditions of Contract is repaid to the contractor when the construction work is complete.
- 43.4 The performance security equal to the five percent of the contract price in Clause 51 of Conditions of contract is repaid to the contractor when the period of one years fixed or defect liability period is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.
- 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 or National Saving Certificates duly pledged in favour of the Employer for 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 will make the following advance payment to the contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Commercial bank acceptable to the Employer in amounts equal to the advance payment:
- a. Mobilization advance up to 5 percent of the contract price.
  - b. Equipment advance up to ninety percent of the cost of the new equipment brought to the site, subjects to a maximum of 10 percent of the contract price.
- 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.
- 45.2 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.
- 45.3 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.

#### 46. Securities

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

#### 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 cost if the loss or damage arises from the Contractor's acts or omissions.

### ***E. Finishing the Contract***

#### 48. Completion of Construction and Maintenance

- 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 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 supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the 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 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

#### 51. Operating and Maintenance Manuals

- 51.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 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 or goes into liquidation other than for approved reconstruction or amalgamation;

- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- 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 percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) any other fundamental breaches as specified in the Contract Data.
- k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.

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

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, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

#### 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 Contractor and credit, if any, given for its use.

#### 55. Releases 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.

### *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 payment, housing, feeding and transport.

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

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

#### 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 Engineer 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 Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer 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.

#### 60. Criminals are prohibited from bidding

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

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

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

## 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: [Cl.1.1.]

Designation: **Superintending Engineer, UP P.W.D.** .....

Name of authorized Representative: Deputy Director Construction, R.K.U.M.P .....

Telephone No.(s): (Office) .....

Mobile No. ....

Facsimile ( FAX) No

Electronic mail Identification ( E-mail ID): .....

2. The Engineer is

Designation: **Assistant Engineer**

Address: .....

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 .....

4. after start of work.

4. The Site is located : with in Distt. ....

5. The Start Date shall be \_\_\_\_\_ days after the date of issue of the Notice to proceed with the work.

6. 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 remodelling /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 kilometre/hectometre 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, provision of foundations, brick work RCC work, flooring, doors, windows, plastering, colour washing and painting making of drains water supply and sanitary works etc. 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.

8. Section completion is [Cl 2.2]
9. The following documents also form part of the Contract: [Cl.2.3(11)]
- 
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
	Contract works up-to Rs. 2 Crores	Contract works above Rs. 2 Crores	
i). Degree Holder in Civil Engineering	1	2	2 Years of Experience (minimum)
ii). Diploma Holder in Civil Engineering	2	4	2 Years of Experience (minimum)

For field testing laboratory

Technical Personnel	Number	
	Contract works up-to Rs. 2 Crores	Contract works above Rs. 2 Crores
Junior Engineer (civil) Or B.Sc. (P.C.M.) Having one year experience	1	2

B. For routine maintenance

Technical Personnel	Number		Experience in Road Works
	Contract works up-to Rs. 2 Crores	Contract works above Rs. 2 Crores	
A. Degree Holder in Civil Engineering	1	1	At least 2 years
B. Diploma Holder in Civil Engineering	1	2	At least 2 years

13(a) 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		
B.	Loss of or damage to equipments	2.5 % of contract value		
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	

13(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		

14. Site investigation report

[cl.14.1]

As available with Executive Engineer .....

15 The key equipments/machinery for construction of works shall be:

S.No.	Name of Equipment / Machinery	Quantity

(Cl.16.2)

16. Competent authorities are: [Cl. 24.1]

Joint Director (Const.)R.K.U.M.P. .... with powers up to Rs.1 Lac  
 Chief Engineer, R.K.U.M.P,U.P. .... with powers up to Rs. Three Lacs

17. (a) The period for submission of the programme for approval of Engineer shall be TEN days from the issue of Letter of Acceptance. [Cl.26.1]

(b) The updated programme shall be submitted at interval of 60 days. [Cl. 26.3]

(c) The amount to be withheld for late submission of an updated programme shall be Rs. 10,000=00 per day for contract value upto 2 Crore and Rs. 20,000=00 per day for contract value above Rs. 2 Crores. [Cl. 26.3]

18 The key equipment for field laboratory shall be :

S.No.	Name of Equipment	Quantity
	As per IRC :SP : 20-2002	
	Appendix 10.1 & 10.2 or MORTH	

(Cl.31.la)

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

20. The authorized person to make payments is Dy. Director(Const.) ..... [Cl.39.2]

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

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

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

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

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

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

[Cl.44.1]

22. The standard form of Performance Security acceptable to the Employer Shall be an 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 2 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 (Including L-Section and Cross Section of the road) [Cl.51.1]
24. The amount to be withheld for failing to supply “as-built” drawings 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.
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 20 %. [Cl.53.1]

## Appendix to Part I General Condition of Contract

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

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

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

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

- p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.
- q) Arbitration and Conciliation Act, 1996: - The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award appeals.

## Section 4.

### Conditions of Contract

#### Part – II Special Conditions of Contract

- I. Contractor shall procure Bitumen and Modified Bitumen from Indian Oil Corporation, Hindustan Petroleum and shall produce the original C.R.C. issued by the company at the time of claiming the payment for bitumen or Modified Bitumen along with the bill.

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

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 and may be obtained from the office of the concerned PIU as indicated in the NIT

## Section 6

### Form of Bid

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

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

To [name of Employer] R.K.U.M.P,U.P. represented by D.D.C., Construction Division.....

Address [insert address] \_\_\_\_\_

Description of the Works \_\_\_\_\_

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

a) For percentage rate..... percentage below/ percentage above/ at par with the rate entered in the schedule of rates, as referred to in clause 13 of ITB.

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

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

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Appendix to ITB.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Authorized Address of communication: \_\_\_\_\_

Telephone No(s): (Office): \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Facsimile (FAX) No.: \_\_\_\_\_

Electronic Mail Identification ( E-Mail ID): \_\_\_\_\_

## **Section 7**

### ***Bill of Quantities Preamble***

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
  
- 2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders.
  
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
  
5. Arithmetic errors will be corrected by the Employer pursuant to Clause 27 of the Instructions to Bidders.

***Bill of Quantities For Percentage rate bids***

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

**Signature of the contractor**

## Section 8

### Letter of Acceptance and Other Forms

OFFICE OF THE DEPUTY DIRECTOR (CONSTRUCTION),

DATED

NO.....

### LETTER OF ACCEPTANCE

To,

M/s .....

.....

.....

This is to notify you that on behalf of the Employer, the Dy. Director (Construction), Mandi Parishad..... has accepted your Bid dated for execution of the District- ..... for the Contract Price of Rs ..... (Rs..... only ) is hereby accepted by our Agency.

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

Yours faithfully,

Dy. Director (Const.)

R.K.U.M.P.....

Copy to Joint Director (Const.) Mandi Parishad ..... for information & necessary action.

Dy. Director (Const.)

R.K.U.M.P.....

OFFICE OF THE DEPUTY DIRECTOR(CONSTRUCTION),  
R.K.U.M.P.....

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 32.1 and signing of the contract for the construction of .....for Distt. .... you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Dy. Director (Const.)  
R.K.U.M.P.....

(c) Standard Form of Agreement

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

Standard Form: Agreement
Agreement

This agreement, made the [redacted] day of [redacted] of 2005 . between Dy.Director(Const.)
R.K.U.M.P.
(hereinafter called "the Employer") of the one part, and
[redacted]

[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- [redacted] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the
execution and completion of such Works and the remedying of any defects therein at a cost of Rupees [redacted]
(Rs. [redacted] only )

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of

Dy. Director (Const.)  
R.K.U.M.P.....

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

[Redacted signature block]

in the presence of: Dy. Director (Const.)

Binding Signature of Employer authorised representative

[Redacted signature block]  
Dy. Director (Const.)  
R.K.U.M.P.....

Binding Signature of Contractor

[Redacted signature block]

(d) Form of unconditional Bank guarantee for advance payment  
**BANK GUARANTEE FOR ADVANCE PAYMENT**

To,  
**Deputy Director (Construction) ,**  
**R.K.U.M.P.....**

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]<sup>1</sup> \_\_\_\_\_ [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]<sup>1</sup> \_\_\_\_\_ .

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: \_\_\_\_\_

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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,  
**Deputy Director (Construction) ,**  
**R.K.U.M.P.....**

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 of 5 years after intended completion date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_