

Model Bidding Document

For Work up to Rs. 40 Lacs

Under

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

For

Construction

**DATE OF TENDERING - 23.05.2026**

कार्य का नाम— सम्पर्क मार्ग नगला गरुपुरा मार्ग से नगला निहाली का मरम्मत कार्य।  
लागत रू0 13.47 लाख

RajyaKrishiUtpadanMandi Parishad,

**ALIGARH U.P.**

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Standard Bidding  
Document for  
Work upto Rs.40  
Lacs

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## SECTION - 1

### **Office of the Dy. Director (Const.)**

#### **List of Important Dates of Bids for Construction of Roads under R.K.U.M.P.**

1. Name of Work As per Attached BOQ :

- |     |   |  |
|-----|---|--|
| 2.  | Completion Period for construction:                     | 05 Month.  |
| 3.  | Date of Issue of Notice Inviting Bid :                  | 02.05.2026   |
| 4.  | Period and Places of Availability of Bidding Documents: | From: 11.05.2026 To 23.05.2026 Till 5.00 PM.<br>On line on <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> |
| 5.  | Time, and Date of Pre-bid meeting,                      |  |
| 6.  | Deadline for Receiving Bids online only,                | Date _ Time – _ PM   |
| 7.  | Time and Date for opening Technical Bid/Bids online,    | Date 25.05.2026 Time :- 10.00 AM   |
| 8.  | Time and Date of opening Financial Bids online          | To be notified after Tech. evaluation<br>Displayed in the office of<br>R.K.U.M.P ALIGARH.                                  |
| 9.  | Last Date of Bid Validity                               | 90 Days  |
| 10. | Officer inviting Bids                                   | DDC Aligarh  |
| 11. | Estimated Cost  | 13.47 Lacs   |
| 12. | Bid Security  | 1.35 Lacs  |
| 13. | Cost of Bid Document                                    | Rs 2375.00   |

**DyDirector (Const.)  
R.K.U.M.P ALIGARH**

# **SECTION – 2**

## Instructions to Bidders

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कार्यालय उपनिदेशक(निर्माण)  
राज्य कृषि उत्पादन मण्डी परिषद,उ०प्र०  
नवीन मण्डी स्थल धनीपुर,अलीगढ  
ई- निविदा सूचना

पत्रांक:नि०/ई-निविदा /2026- 120

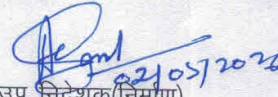
दिनांक 02/05/2026

निम्नलिखित मण्डी के कार्य हेतु ई-निविदा दिनांक 23.05.2026 तक मण्डी परिषद में पंजीकृत तथा परिषद मुख्यालय के पत्रांक 641 दिनांक 11.08.2022 में निर्धारित व्यवस्था के अनुसार पंजीकृत, वित्तीय रूप से सुदृढ एवं अनुभवी ठेकेदारों से आमंत्रित की जाती है। निविदा प्रपत्र [www.etender.up.nic.in](http://www.etender.up.nic.in) पर दिनांक 11.05.2026 से दिनांक 23.05.2026 की सांय 5.00 बजे तक उपलब्ध रहेगा। आमंत्रित निविदा की तकनीकी बिड दिनांक 25.05.2026 को प्रातः 10 बजे अधोहस्ताक्षरी कार्यालय में खोली जायेगी विस्तृत निविदा आमंत्रण सूचना, नियम शर्तें एवं विवरण उ०प्र० सरकार की वेवसाइट [www.etender.up.nic.in](http://www.etender.up.nic.in) पर देखी, पढी एवं डाउनलोड की जा सकती है। कार्यों का विवरण निम्न प्रकार है।

क्र० सं०	मण्डी समिति का नाम	कार्य का नाम	कार्य की अनुमानित लागत	अनुरक्षण मद की अनुमानित लागत (रु० लाख में)	कुल अनुमानित लागत (रु० लाख में)	धरोहर धनराशि (रु०लाख)	निविदा मूल्य +(जी०एस०टी० सहित)	कार्य पूर्ण करने का समय	पंजी करण श्रेणी
1	कासगंज	सं०मार्ग अमौपुर सिढपुरा मार्ग से पिलखुनी का मरम्मत कार्य।	24.30	2.76	27.06	2.71	4059+731 Rs 4800.00	05 माह	द
2	कासगंज	सं०मार्ग अमौपुर सिढपुरा मार्ग से प्रतापपुर का मरम्मत कार्य।	16.17	1.25	17.42	1.75	2613+470 Rs 3100.00	05 माह	द
3	कासगंज	सं०मार्ग सहावर खण्डजा से नगला धन सिंह नगला मडिया का मरम्मत कार्य।	11.85	1.78	18.63	1.37	2795+503 Rs 3300.00	05 माह	द
4	कासगंज	सं०मार्ग नगला अन्धा से नगला धनसिंह वाया ताजपुर का मरम्मत कार्य।	23.66	2.72	26.38	2.64	3957+712 Rs 4700.00	05 माह	द
5	कासगंज	सं०मार्ग नगला गऊपुरा मार्ग से नगला निहाली का मरम्मत कार्य।	11.71	1.76	13.47	1.35	2013+362 Rs 2375.00	05 माह	द

शर्तें:-

- ई-निविदा के साथ निविदा मूल्य उपनिदेशक (निर्माण), राज्य कृषि उत्पादन मण्डी परिषद, अलीगढ के नाम भारतीय स्टेट बैंक शाखा डी०एस०कालेज अलीगढ में संचालित खाता संख्या- 30394468997 आई०एफ०एस०सी०कोड -SBIN0003773 मे तथा धरोहर धनराशि आई०एफ०एस०सी०कोड -SBIN0003773 खाता संख्या -30394469184 मे जमा कर रसीद / यू०टी०आर० निविदा के साथ अपलोड की जायेगी तथा मूल प्रति हार्ड कापी के साथ संलग्न करना अनिवार्य है। निर्धारित निविदा मूल्य एवं धरोहर धनराशि उपरोक्त खातों में निर्धारित समयावधि तक जमा करना अनिवार्य है। किसी भी कारण से निर्धारित समयावधि के उपरान्त जमा धनराशि मान्य नहीं होगी।
- परिषद पत्रांक मु०अभि०-2/(1168/भाग-4/2005)/2022-1190 दिनांक 17.11.2022 द्वारा जारी आदेश /निर्देश के क्रम में द श्रेणी को छोड़कर 'अ' 'ब' एवं 'स' श्रेणी में पंजीकृत निविदाओं की पारदर्शिता एवं अधिक प्रतिस्पर्धात्मक दरें प्राप्त करने के उद्देश्य से पंजीकृत ठेकेदारों से Bid Capacity हेतु लोक निर्माण विभाग standard Bidding Document (S.B.D) में Qualification of Bidders के Section 4.6 में व्यवस्था दी गयी है जिसका विस्तृत विवरण मुख्य नियम शर्तों में अंकित है। Bid Capacity की गणना प्रपत्र Bidding Document के साथ अपलोड किया जाना अनिवार्य है।
- उक्त निविदा तालिका में अंकित पंजीकरण श्रेणी के अतिरिक्त उच्च श्रेणी में पंजीकृत ठेकेदार/फर्म भी निविदा प्रक्रिया में प्रतिभाग कर सकती है।
- आवश्यकतानुसार प्रपत्र टी-1/टी-2 भरकर निविदा के साथ अपलोड करना अनिवार्य है।

  
उप निदेशक(निर्माण)  
मण्डी परिषद,अलीगढ

कुमशा - 2पर


(2)

नोट- प्रकाशन हेतु नही

पृष्ठांकन संख्या एवं दिनांक उपरोक्त।

प्रतिलिपि: अधोलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित-

1. निजी सचिव आयुक्त एवं निदेशक को आयुक्त एवं निदेशक महोदय के अवलोकनार्थ।
2. जिलाधिकारी कासगंज।
5. अपर निदेशक मण्डी परिषद, लखनऊ।
6. मुख्य अभियन्ता ग्रेड-2 मण्डी परिषद, लखनऊ।
7. विधि सलाहकार मण्डी परिषद, लखनऊ।
8. संयुक्त निदेशक(निर्माण) जोन-3, मण्डी परिषद, आगरा।
9. उपनिदेशक(प्रशा0/विप0)/सं0 लेखाधिकारी मण्डी परिषद, अलीगढ़।
10. सचिव/सभापति कृषि उत्पादन मण्डी समिति, कासगंज।
11. सहायक अभियन्ता/सम्बन्धित अवर अभियन्ता, मण्डी परिषद, अलीगढ़।
12. सम्पादक दैनिक समाचार पत्र हिन्दुस्तान/अमर उजाला को इस आशय से प्रेषित कि उपरोक्त निविदा सूचना अपने समाचार पत्र में न्यूनतम स्पेस (07 फॉन्ट) में अलीगढ़ संस्करण प्रकाशित कराते हुये बिल दो प्रतियों में एवं समाचार पत्र दो प्रतियों में भुगतान हेतु उपलब्ध कराने का कष्ट करें।
13. सिस्टम मैनेजर, मण्डी परिषद, लखनऊ को वेबसाइट हेतु।
14. नोटिस बोर्ड पर चस्पा हेतु।

  
उप निदेशक(निर्माण) 02/05/2016

## मुख्य नियम व शर्तें—

1. वांछित श्रेणी का पंजीकरण प्रमाण पत्र संलग्न/अपलोड करना अनिवार्य होगा।
2. निविदा मूल्य एवं वांछित धरोहर धनराशि का विवरण (आर0टी0जी0एस0/नेफट) दिनांक सहित जमा अपलोड करना होगा।
3. निविदा दरों की वैधता 90 (नब्बे) दिन होगी जो कि रू0 100 के मूल्य के नान जूडिशियल स्टाम्प पेपर पर लिखकर स्व हस्ताक्षर कर अपलोड/संलग्न करना अनिवार्य होगा।
4. श्रम विभाग में सम्बन्धित फर्म/ठेकेदार का पंजीकरण होना अनिवार्य है एवं पंजीकरण प्रमाण पत्र की प्रति टेण्डर में अपलोड करना होगा एवं अनुबन्ध गठन के 15 दिन के अन्दर श्रमिकों का श्रम विभाग में अनुबन्धवार पंजीकरण कराकर कार्यालय में प्रस्तुत करना अनिवार्य है।
5. ई-निविदादाता बार काउन्सिल का सदस्य नहीं होना चाहिए जिसका शपथ पत्र अपलोड करना होगा।
6. शासनादेश संख्या 4435/ छः-पु- 14-06-50(7)/2006 दिनांक 02.11.2016 के अनुसार जिलाधिकारी महोदय द्वारा निर्गत चरित्र प्रमाण पत्र (PWD T-4) व हैसियत प्रमाण-पत्र (PWD T-5) एवं रू0 100.00 के स्टैम्प पेपर पर भरकर प्रारूप (PWD T-6) पर स्व घोषणा का शपथ पत्र किसी गजटेड अधिकारी अथवा नोटरी द्वारा प्रमाणित अपलोड करना अनिवार्य होगा तथा पंजीकरण पुस्तिका के तालिका सं0 09 प्रारूप, के अनुसार 10.00 रू0 के स्टाम्प पेपर पर अन्य समस्त विभागो सहित निर्माणाधीन, स्वीकृत व स्वीकृति हेतु विचाराधीन निर्माण/मरम्मत कार्यों के सम्बन्ध में सूचना भरकर नोटरी द्वारा प्रमाणित शपथ पत्र प्रस्तुत करना अनिवार्य होगा।
7. जी0एस0टी0 पंजीकरण एवं पैन कार्ड की छायाप्रति संलग्न करना अनिवार्य होगा।
8. आरक्षित वर्ग (अनुसूचित जाति/अनु0 जन जाति) को पंजीकरण नियमावली के नियम 18 के अन्तर्गत अनुमन्य धरोहर धनराशि जमा करनी होगी। जिसके लिये आरक्षण श्रेणी का प्रमाण पत्र निविदा के साथ अपलोड किया जायेगा।
9. उ0प्र0 में किसी भी विभाग में काली सूची में दर्ज नहीं होने व डिबार नहीं होने का रू0 10.00 मूल्य के नान जूडिशियल स्टाम्प पेपर में नोटरी द्वारा प्रमाणित शपथ पत्र अपलोड करना अनिवार्य होगा।
10. 'अ', 'ब' एवं 'स' श्रेणी में पंजीकृत फर्म के टैक्निकल स्टाफ का आधार कार्ड एवं पैन कार्ड का विवरण संलग्न करना होगा।
11. परिषद पत्रांक:मु0अभि0-2/(1168/भाग-4/2005)/2022-1190 दिनांक:17.11.2022 द्वारा जारी आदेश/निर्देश के क्रम में निविदाओं की पारदर्शिता एवं अधिक प्रतिस्पर्धात्मक दरें प्राप्त करने के उद्देश्य से पंजीकृत ठेकेदारों की Bid Capacity निर्धारण हेतु standard Bidding Document (S.B.D) में Qualification of Bidders के section 4.6 में दी गयी व्यवस्था निम्नवत् है:-  
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.

### Assessed Available Bid Capacity = (AxNxM-B) where

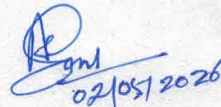
A=Maximum Value of civil Engineering works executed in any one year during the last five years (updated to the price level of the last year at the @ 8% a year) taking into account the completed as well as works in progress.

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


M= is taken 2.0

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


Note- If the bidder participates in more then one bid,the bid capacity for the second bid shall be calculated by deducting the work cost of first bid.मण्डी परिषद में 'अ' 'ब' एवं 'स' श्रेणी में पंजीकृत ठेकेदारों के द्वारा Bid capacity की गणना उपरोक्तानुसार लो0नि0वि0 में Standard Bidding Document दी गयी व्यवस्था के अनुसार की जायेगी। Bid capacity का गणना प्रपत्र एवं चार्टर्ड एकाउन्टेन्ट (सी0ए0) द्वारा प्रमाणित विगत पाँच वर्षों का टर्न ओवर Bidding Document के साथ अपलोड किया जाना अनिवार्य है। मण्डी परिषद में 'द' श्रेणी में पंजीकृत फर्मों/ठेकेदारों पर उक्त बिड कैपेसिटी की गणना की शर्त लागू नहीं हैं। निविदा सूचना में अंकित अन्य विभागों के पंजीकृत ठेकेदारों के लिए भी उपरोक्तानुसार बिड कैपेसिटी की गणना की शर्त लागू होगी।

  
02/05/2026

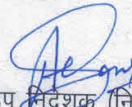
12. उक्त कार्य हेतु मण्डी परिषद में 'अ', 'ब' एवं 'स' श्रेणी में पंजीकृत निविदादाता/फर्म/ठेकेदार द्वारा बिड डाक्यूमेन्ट में अंकित Qualification Of the Bidders में T-1 के क्लॉज 3.2(c) एवं T-2 के क्लॉज सं0 4.4 A(b) में अंकित शर्त के अनुसार विगत 05 वर्षों में संतोषजनक ढंग से पूर्ण किये गये समान प्रकृति के कार्यों का सक्षम अधिकारी/नोटरी द्वारा प्रमाणित अनुभव प्रमाण पत्र अपलोड किया जाना अनिवार्य है। निविदा सूचना में अंकित अन्य विभागों के पंजीकृत ठेकेदारों/फर्मों के लिए भी उक्त शर्त लागू होगी।
13. मण्डी परिषद में 'द' श्रेणी में रू0 40.00 (चालीस) लाख की क्षमता में पंजीकृत फर्म/ठेकेदार द्वारा उपरोक्त बिन्दु सं0 12 में अंकित क्लॉज के अनुसार कराये गये कार्यों का अनुभव प्रमाण पत्र अपलोड करने पर ही रू0 40.00 (चालीस) लाख की सीमा तक का कार्य आवंटित किया जायेगा एवं अनुभव प्रमाण पत्र अपलोड न करने पर मात्र रू0 20.00 (बीस) लाख की सीमा तक ही कार्य आवंटित किया जायेगा।
14. कोषागार द्वारा जारी रू0 100.00 के नान जूडिशियल स्टाम्प पेपर के साथ रू0 1.00 का रेवेन्यू टिकट लगाकर स्व हस्ताक्षर युक्त अपलोड करना अनिवार्य है।
15. आई0टी0बी0 के अनुसार कोई भी निविदादाता जिनका निकट सम्बन्धी अथवा उनकी पत्नी का कोई निकट सम्बन्धी (प्रथम रक्त सम्बन्धी अथवा उनकी पत्नी) लेखाधिकारी के रूप में कार्यरत हो अथवा संयुक्त निर्माण स्तर से अवर अभियन्ता स्तर तक (दोनों को सम्मिलित करते हुए) कार्यदायी खण्ड में कार्यरत होगा, वह निविदा डालने के योग्य नहीं होगा। निविदादाता द्वारा यह शपथ पत्र भी दिया जायेगा जिसमें उसके सम्बन्धियों के नाम तथा उनके पद नाम का उल्लेख होगा जो कि कार्यदायी खण्ड व उससे सम्बन्धित जोन कार्यालय में कार्यरत हो।
16. बिड डाक्यूमेन्ट्स के सेक्शन 3 में अंकित Qualification Information से सम्बन्धित निर्धारित प्रारूपों पर सूचनायें/शपथ पत्र रू0 100.00 के नान जूडिशियल स्टाम्प पेपर पर नोटरी द्वारा प्रमाणित कराते हुए अपलोड करना अनिवार्य है।
17. आई0टी0बी0 के अनुसार ऐसे राजपत्रित अभियन्ता/राजपत्रित अधिकारी, जिनका राज्य सरकार अथवा केन्द्र सरकार की सेवा से सेवानिवृत्त हुए दो वर्ष से कम अवधि पूर्ण की हो, को बिना शासन की अनुमति के ई-निविदा डालने का अधिकार नहीं होगा तथा इस आशय का शपथ पत्र अपलोड करना अनिवार्य है।
18. अपराधिक रिकार्ड वाले फर्म/ठेकेदार निविदा में प्रतिभाग नहीं कर सकते हैं। अपराधिक रिकार्ड न होने का रू0 10.00 मूल्य के नान जूडिशियल स्टाम्प पेपर में नोटरी द्वारा प्रमाणित शपथ पत्र अपलोड करना अनिवार्य होगा।
19. उपरोक्त अभिलेख/शपथ पत्र ई-निविदा की वेबसाइट पर टेण्डर डालते समय अपलोड करना अनिवार्य होगा।
20. एक या समस्त ई-निविदायें बिना कारण बतायें निरस्त करने का पूर्ण अधिकार उपनिदेशक (निर्माण) राज्य कृषि उत्पादन मण्डी परिषद, अलीगढ़ को होगा।
21. परफोरमेन्स गारन्टी शासनादेश सं0 692/23-07-2024/लोक निर्माण अनुभाग-7 लखनऊ दिनांक: 09 अगस्त 2024 के अनुसार न्यूनतम निविदादाता की निविदित लागत स्वीकृत (बी0ओ0क्यू0) लागत से 10 प्रतिशत तक कम (below) है तो उस पर कोई अतिरिक्त परफार्मेन्स सिक्वोरिटी नहीं ली जायेगी एवं 10 प्रतिशत से अधिक कम (below) है तो 10 प्रतिशत से अधिक कमी (below) के सापेक्ष 1 प्रतिशत प्रति 1 प्रतिशत कम (below) दर पर अतिरिक्त परफार्मेन्स सिक्वोरिटी ली जायेगी जिसे ठेकेदार से अनुबन्ध गठन के समय जमा कराया जायेगा।
22. अनुबन्ध गठन करते समय कार्य की निविदा आगणित लागत का 10 प्रतिशत धनराशि के सापेक्ष में अवशेष जमानत धनराशि भारतीय स्टेट बैंक डी0एस0 कालेज, अलीगढ़ (आई0एफ0एस0सी0 कोड- SBIN0003773 जो उपनिदेशक (निर्माण) राज्य कृषि उत्पादन मण्डी परिषद अलीगढ़ के खाता संख्या-30394469184) में जमा करना अनिवार्य होगा।
23. जी0एस0टी0 को छोड़कर श्रम सेस उपकर एवं अन्य समस्त करों की कटौती नियमानुसार ठेकेदार के देयकों से की जायेगी।
24. वेबसाइट WWW.etender.up.nic.in से डाउनलोड किये गये फार्म/बी0ओ0क्यू0 में किसी भी तरह की भिन्नता की स्थिति में कार्यालय में अनुरक्षित निविदा फार्म/बी0ओ0क्यू0 की मूलप्रति ही मान्य होगी।
25. तकनीकी एवं फाइनेशियल बिड खुलने के बाद निविदादाताओं को ई-टेण्डर वेबसाइट पर अपलोड किये गये शपथ-पत्र, आनलॉइन जमा किये गये निविदा शुल्क एवं जमा धरोहर धनराशि की रसीद एवं अन्य अभिलेखों इत्यादि को मूलरूप में कार्यालय में तत्काल जमा किया जाना अनिवार्य हैं एवं न जमा करने की स्थिति पर शासनादेश सं0 3070/78-2-2018-42 आई0टी0/2017(22) दिनांक 03.01.2018 आई0टी0 एवं इलेक्ट्रानिक्स अनुभाग-2 लखनऊ, उ0प्र0 के अनुसार सम्बन्धित निविदादाता फर्म के विरुद्ध विधिक कार्यवाही की जायेगी।

  
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26. बिल ऑफ क्वान्टटी में जी0एस0टी0 सम्मिलित नहीं है जिसका भुगतान नियमानुसार अलग से किया जायेगा।
27. कार्य समाप्ति हेतु निर्धारित अवधि में कार्य पूर्ण न होने की दशा में औचित्यपूर्ण कारण न होने पर SBD में अकिंत शर्त के अनुसार कार्य की लागत का 01 प्रतिशत प्रति सप्ताह की दर से अधिकतम अनुबंध लागत का 10 प्रतिशत फर्म/ठेकेदार पर अर्ध दण्ड आरोपित किया जायेगा। कार्य पूर्ण करने हेतु निर्धारित अवधि में वर्षा ऋतु का अतिरिक्त समय सम्मिलित है। वर्षा ऋतु के नाम से अलग से कोई समयवृद्धि देय नहीं होगी।
28. निर्माण कार्य सम्बन्धित मण्डी समिति को हस्तान्तरित करना ठेकेदार की जिम्मेदारी होगी। हस्तान्तरण प्रपत्र प्राप्त होने के उपरान्त ही अन्तिम देयक का निस्तारण किया जायेगा।
29. मण्डी परिषद के आदेश संख्या: 1235 दिनांक:15.7.13 द्वारा प्रदत्त निर्देशों के क्रम में शासनादेश के अनुसार निर्माण कार्य में प्रयुक्त होने वाले खनिजों पर रायल्टी की कटौती ठेकेदारों के बिलों से नियमानुसार की जायेगी।
30. सीमेन्ट, सरिया एवं विटुमिन (IOCL/BPCL/HPCL) ठेकेदार द्वारा स्वयं क्रय कर प्रयोग करना होगा तथा बिल की मूल प्रति कार्यालय में बिल के साथ प्रस्तुत करना अनिवार्य होगा सीमेन्ट एवं सरिया भारतीय मानक संस्थान से प्रमाणित परफार्मेंस नियमानुसार बहु विख्यात कम्पनी का ही प्रयोग किया जायेगा।
31. (अ) भवन कार्य हेतु निविदादाता फर्म/ठेकेदार स्वयं के व्यय पर अनुरक्षण समय अवधि (Defect liability Period) कार्य पूर्ण करने की तिथि से एक वर्ष तक होगी। जमा 10 प्रतिशत जमानत धनराशि सम्पूर्ण कार्य संतोषजनक होने की स्थिति में पूर्ण होने की वास्तविक दिनांक से एक वर्ष पश्चात जिसमें एक वर्षा ऋतु सम्मिलित हो के पश्चात कार्य के संतोषजनक होने की स्थिति में अवमुक्त की जायेगी।  
(ब) शासनादेश सं017/2024/सा0-113/23-1-2024-23-1099/113/2023 दिनांक 16 जनवरी, 2024 लोक निर्माण विभाग अनुभाग-1, उ0प्र0, लखनऊ के क्रम में मा0 संचालक मण्डल की 170 वी बैठक में लिए गये निर्णय के अनुसार मार्गों के नव निर्माण/पुर्ननिर्माण/नवीनीकरण/विशेष मरम्मत/मण्डी के आन्तरिक मार्ग कार्य हेतु निविदादाता फर्म/ठेकेदार हेतु कार्य पूर्ण करने की वास्तविक तिथि से 05 (पांच) वर्ष तक अनुरक्षण समय अवधि ( Defect liability Period ), रहेगी। कार्य पूर्ण होने के एक वर्ष तक कोई अनुरक्षण के मद में कोई भुगतान नहीं किया जायेगा। शेष चार वर्षों में नियमानुसार निर्धारित सीमा के अन्तर्गत अनुरक्षण चार्ज का भुगतान किया जायेगा। पी0एम0जी0एस0वाई योजना के अनुसार 10 प्रतिशत जमा जमानत धनराशि में से 2.50 प्रतिशत धनराशि कार्य पूर्ण होने के 45 दिनों बाद, द्वितीय वर्ष पूर्ण होने पर 1.25 प्रतिशत, तृतीय वर्ष पूर्ण होने पर 1.25 प्रतिशत एवं शेष 05 प्रतिशत 05वर्ष पूर्ण होने पर समय-समय पर क्षतिग्रस्त भाग की गुणवत्ता पूर्ण तरीके से मरम्मत कराये जाने पर व कार्य संतोषजनक स्थिति में होने पर ही जमानत धनराशि चरणवद्ध तरीके से अवमुक्त की जायेगी। साथ ही यह भी उल्लेखनीय है कि यदि गुणवत्ता में कोई कमी पायी जाती है तो अनुबंध की शर्तों एवं पंजीकरण नियमावली के अनुसार आवश्यक कार्यवाही की जायेगी एवं कोई अनुरक्षण चार्ज का भुगतान नहीं किया जायेगा। शासन/मण्डी परिषद, लखनऊ द्वारा अनुरक्षण/डिफेक्ट लायबिल्टी से सम्बन्धित कोई परिवर्तन किया जाता है तो उस सीमा तक आदेश मान्य होगा।
32. ठेकेदार अपने खर्च पर सभी सामग्री के दैनिक परीक्षण करने के लिए एक क्षेत्रीय प्रयोगशाला स्थापित करेगा। ठेकेदार अपने सभी प्रयोगशाला उपकरणों एवं गुणवत्ता नियंत्रक अभियन्ता की सूची प्रस्तुत करेगा जो प्रभारी अभियन्ता के निर्देशन एवं नियंत्रण में कार्य करेगा।हॉटमिक्स पद्धति के कार्यों के लिए प्रयोगशाला, भौतिक तुला, बैन्जीन तथा विटुमिन कान्ट्रैक्ट मापने का सयंत्र रखना आवश्यक होगा। कार्य स्थल पर आने वाली, हॉटमिक्स गाड़ियों के वजन की (खाली एवं भरी गाड़ियों) की पर्वी उपलब्ध कराना अनिवार्य होगा।
33. प्रथक-प्रथक कार्यों हेतु निविदा प्रपत्र मूल्य एवं धरोहर धनराशि प्रथक-प्रथक जमा करना अनिवार्य होगा।
34. निर्माण कार्य के दौरान नेशनल ग्रीन ट्रिबुनल (एन0जी0टी0) द्वारा पर्यावरण के सम्बन्ध में जारी दिशा निर्देशों का प्रत्येक दशा में अनुपालन करना अनिवार्य होगा अन्यथा की स्थिति में नेशनल ग्रीन ट्रिबुनल (एन0जी0टी0) द्वारा अर्धदण्ड आरोप करने पर वांछित धनराशि की कटौती आपके देयको से की जायेगी। निर्माण कार्य के दौरान जाली/त्रिपाल इस प्रकार से लगाया जाय कि धूल/गर्दा न उड़े तथा कार्य स्थल पर निर्माण सामग्री ट्रक/ट्रैक्टर आदि वाहनों से आपूर्ति कराते समय वाहनों को त्रिपाल आदि से ढक कर ही मंगवाया जायें।
35. किसी भी निविदादाता की सशर्त निविदा स्वीकार नहीं की जायेगी।
36. जमा धरोहर धनराशि के सापेक्ष मोबलाइजेसन के रूप में कोई अग्रिम भुगतान नहीं किया जायेगा।
37. निविदा हेतु सिस्टम फेल होने अथवा किसी प्रकार के विलम्ब के लिए मण्डी परिषद उत्तरदायी नहीं होगा।

  
 02/05/2024

38. सम्पर्क मार्ग/मण्डी के आन्तरिक मार्गों हेतु निविदादाता के पास स्वयं का हॉटमिक्स प्लाण्ट होने का शपथ-पत्र अथवा हॉटमिक्स प्लाण्ट स्वामी व सम्बन्धित फर्म/ठेकेदार के हस्ताक्षर युक्त लीज होना चाहिए एवं रू0 100.00 के नान ज्यूडिशियल स्टाम्प पर अपलोड करना आवश्यक है।
39. कार्यों की मात्रा में आवश्यकतानुसार विचलन करने का अधिकार अधोहस्ताक्षरी को होगा, जिसके लिए निविदादाता बाध्य होगा।
40. निविदादाता निविदा अपलोड करने से पूर्व स्थलीय निरीक्षण अवश्य कर लें।
41. पंजीकृत ठेकेदार को निविदा स्वीकृति के उपरान्त अनुबंध गठन के समय जिला पंचायत की रसीद संलग्न करनी होगी।
42. शासनादेश संख्या 753 (1)/80-1-2017-89/2017 दिनांक 03.05.2017, परिषद पत्रांक मु0अभि0/गडढामुक्ति/2017-120 दिनांक 03.05.2017 एवं परिषद पत्रांक मु0अभि0/गडढामुक्ति/2017-160 दिनांक 11.05.2017 में निर्धारित प्रक्रिया/व्यवस्थानुसार किसी भी स्तर पर कार्य की गुणवत्ता की जाँच में प्रतिकूल स्थिति पाये जाने पर ठेकेदार/निविदा दाता पूर्णतया उत्तरदायी होगा तथा कार्य का अन्तिम भुगतान, जिलाधिकारी महोदय द्वारा गठित जाँच/सत्यापन टीम के द्वारा निर्गत जाँच/सत्यापन आख्या प्राप्त होने के उपरान्त एवं जिलाधिकारी महोदय के अनुमोदन उपरान्त नियमानुसार किया जायेगा। यदि इस उक्त प्रक्रिया के कारण अन्तिम भुगतान होने में किसी प्रकार का विलम्ब होता है तो उस स्थिति में किसी भी फर्म/ठेकेदार का कोई भी दावा मान्य नहीं होगा।
43. निविदा कार्य की लागत अनुसार टी-1 एवं टी-2 प्रपत्र भरकर निविदा के साथ अपलोड करना अनिवार्य होगा।
44. निविदा दाता द्वारा प्रस्तुत समस्त प्रपत्रों पर सम्बन्धित कार्य का नाम जिस कार्य के लिए निविदा में प्रतिभाग किया जा रहा है उस कार्य का नाम अंकित करना अनिवार्य होगा।

  
उप निदेशक (निर्माण) 02/05/2026  
मण्डी परिषद, अलीगढ़

# 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 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 For works costing less than or equal to Rs. 10.00 Lacs invitation for bids is open to all category of registered contractors (bidders).
- 2.2 For works costing more than Rs. 10.00 Lacs invitation for bids is open to bidders to registered contractors of category A/ B/ C/D and who qualify in their bidding capacity.
- 2.3 For Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- 2.4 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.**
- 2.5 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.
- 2.6 Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid shall be automatically cancelled.**

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

- 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 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
- 5 Specifications & Drawings
- 6 Bill of Quantities
- 7 Form of Bid
- 8 Form of Acceptance, Form of Agreement

- 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.

### **8 Clarification of Bidding Documents.**

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

### **9. Amendment of Bidding Documents**

- 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.

### **C. Preparation of Bids**

#### **10. Language of Bid**

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

11. Documents Comprising the Bid

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

#### **12. Bid Prices**

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

12.2 The Bidder shall adopt the Percentage Rate Method.

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

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 bid document. 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.

#### **15. Earnest Money**

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

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 bid document.

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

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

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

#### **The Earnest Money may be forfeited:**

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

## **16. Format and Signing of Bid**

- 16.1 The Bidder shall submit one set of the bid comprising of the documents as described in bid document.
- 16.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 16.3 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***

### 17. Sealing and Marking of Bids

- 17.1 The Bidder shall place his bid in one sealed envelopes.
- 17.2 In addition to the identification required in Clause 19.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.

### 18. Deadline for Submission of Bids

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

## **19. Late Bids**

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

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

### **20. Bid Opening**

- 20.1 As the procedure of bidding is 'two envelop system' so 1<sup>st</sup> Technical bids shall be opened later on Financial Bids of Technically qualified bidders shall be liable to be opened.
- 20.2 The list of testimonials/Certificates 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. Correction of Errors**

- 22.1 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.
- 22.2 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.

### 23. Evaluation and Comparison of Bids

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

- 23.2 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.
- 23.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in bid document 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. Price Preference**

- 24.1 There will be no price preference to any bidder.

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

#### **25. Award Criteria**

- 25.1 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
26. Employer's Right to accept any Bid and to reject any or all Bids
- 26.1 Notwithstanding the above Clause, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
27. Notification of Award and Signing of Agreement.
- 27.1 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").
- 27.2. The notification of award will constitute the formation of the Contract.
- 27.3. 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. Corrupt or Fraudulent Practices

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

## *Appendix to Invitation To Bidders (ITB)*

Instructions to Bidders  
Clause Reference

- (1.1) The Employer is **Director R.K.U.M.P. U.P.**  
Represented by : **Dy. Director (Const.) R.K.U.M.P. Aligarh**
- (1.1) The Works is Construction of following road with allied works as Shown below
- (2.1) The State is **Uttar Pradesh**
- (3.1) Eligible Bidders are: Contractors registered with –Public Works Department in class ‘A/B/C/D’ as the case may be.

- (4.4. B) (b)(i) The key equipments for road works and field testing laboratory Road Works are:  
**FOR ROAD WORKS**

Name of the Equipment	Quantity
	Cost of works between Rs. 1.00 to 40.00 Lacs
1. Tar Boiler	
2. Mixture (Mixol)	
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	
9. Air compressor	
10. Mechanical Broom	
11. Bitumen Distributor/ mechanical sprayer	
12. Tipper	
13. J.C.B.	
14. Pock land	
15. Vibrator (Pin and Surface)	
16. Shuttering and Scaffolding	

For field testing Laboratory:

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

(4.4 B) (b) (ii)

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

A. The Technical Personnel are:

Technical Personnel	Number	Experience in Road Works
	Between 1.00 to 40.00 Lacs	
A. Degree Holder in Civil Engineering	1 No	Minimum 2 years of Experience
B. Diploma holder in civil engineering		Minimum 2 years of Experience
C. Others Specify		

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

B. For field testing laboratory:

(4.4 B) (c) (i)

The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:

J.E.'s, A.E.'s, E.E.'s, S.E.'s, and any other staff.

(4.4 B) (c) (ii)

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

U.P.P.W.D., R.E.S. and U.P. Irrigation. (Assistant Engineer, Executive Engineer, Superintending Engineer, Chief Engineer, Director cum Chief Engineer, Engineer-in-Chief) In case there is no such person in his employment, his affidavit should clearly state this fact.

(7.1)

The contact person is:

Designation: **Dy. Director (Const.)**

Office of **Dy. Director (Const.) R.K.U.M.P. Aligarh**

Ph No

(11.1)

Language of the bid is: *English*

(13.2.)

Bids must be submitted only in Percentage Rate Method

(13.2)

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

(16.1)

The amount of Earnest Money shall be **Rs.       /- Lacs**

.....

(16.2)

Fixed Deposit Receipt must be drawn in favour of:

**Executive Engineer, Construction. Division-1, P.W.D. Etah**

(16.2)

Other acceptable forms of Bid Security pledged in favour of : **Dy. Director (Const.) R.K.U.M.P. Aligarh** National savings certificate issued by P&T Deptt., Post Office Saving account Pass book .

(16.3)

Exemption from Earnest Money is granted to: NONE

(20.1)

The Employer's address for the purpose of Bid submission is **On line on**  
**<http://etender.up.nic.in>**

(20.1)

The deadline for submission of bids shall be:

**Time: 05.00 PM**

**Date : 23.05.2026**

(22.1) & (22.6)

The date, time and place for opening of the Bid is:

**Time: 10.00 AM**

**Date : 25.05.2026**

**Signature of Employer/ Authorised Signatory**

Date :

# SECTION - 3

## Qualification Information

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

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

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

1. Individual Bidders

1.1	Constitution or legal status of Bidder  Place of registration:  Principal place of business:  Power of attorney of signatory of Bid	[attach copy]          [Attach]
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years proceeding 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

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 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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1.7 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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1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

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

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

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

# **SECTION - 4**

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

### **A. General**

#### **1. Definitions**

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

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

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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 2 year calculated from the Completion Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Interpretation

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

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

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

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

## 3. Language and Law

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

## 4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Engineer 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 in bid document. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

## Personnel

- 7.1 The Contractor shall employ for the construction work the technical personnel named in the Appendix or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.
- 7.2 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.
- 7.3 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.

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

8.1 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.

## 8. Employer's Risks

9.1 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.

## 10. Contractor's Risks

10.1 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 are the responsibility of the Contractor.

## 11. Site Investigation Reports

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

## 12. Contractor to Construct the Works

- 12.1 The Contractor shall construct, the Works in accordance with the Specifications and Drawings.
- 12.2 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.

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

13.1 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.

## 14. Approval by the Engineer

- 14.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.
- 14.2 The Contractor shall be responsible for design of Temporary Works.
- 14.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 14.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 14.5 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.

## 15. Safety

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

## 16. Discoveries

16.1 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.

## 17 Possession of the Site

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

## 18. Access to the Site

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

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

## 19. Instructions

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

## 20. **Dispute Re-dressal System**

20.1 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, 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.

20.2 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.

## 21 **Procedure for Resolution of Disputes**

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

21.2 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.

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

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

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

1. for claims or amount in disputed of not over Rs. 20000/- in case of work order and in case of contract accepted by an **Dy. Director (Const.)**

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

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

**J.D.C. R.K.U.M.P. ....**

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

**Chief Engineer of R.K.U.M.P. UP**

## **B. TIME CONTROL**

### 22. Programme

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

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

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

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

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

### 23 Extension of the Intended Completion Date

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

23.2 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.

### 24. Delays Ordered and work progress by the engineer

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

### 24.2. (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.

### *C. Quality Control*

#### 25 Identifying Defects

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

#### 26. Tests

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

- a. 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.

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

#### 27. Correction of Defects noticed during the Defect Liability Period.

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

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

#### 28. Uncorrected Defects

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

### *D. Cost Control*

#### *29. Bill of Quantities*

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

29.2 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.

#### 30. Variations

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

### 31. Payments for Variations

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

31.2 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.

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

### 32. Cash Flow Forecasts

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

### 33. Payment Certificates

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

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

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

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

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

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

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

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

### **34. Payments**

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

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

### 35. Compensation Events

35.1 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.

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

## 36. Tax

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

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

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

## 38. Liquidated Damages

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

38.2 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.

## **39. Cost of Repairs**

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

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

### 40. Completion of Construction.

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

### 41. Taking Over

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

### 42. Final Account

42.1 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.

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

### 43. Operating and Maintenance Manuals

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

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

#### 44. Termination

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

44.2 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 above.
- f)
- g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practise" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) any other fundamental breaches as specified in the Contract Data.
- k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.

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

44.4 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.

#### 45. Payment upon Termination

45.1 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. If any amount is still left un-recovered it will be a debt payable to the Employer.

45.2 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.

#### 46. Property

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

## *F. Other Conditions of Contract*

### 47. Labour

47.1 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.

47.2 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.

### 48. COMPLIANCE WITH LABOUR REGULATIONS

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

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

### 49. Criminals are prohibited from bidding

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

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

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

## Appendix General Condition of Contract

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

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

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

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

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

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

**SECTION – 5**

Specifications & Drawings

**Shall be attached as per nature of work.**

# **SECTION - 6**

## Form of Bid

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

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

To [name of Employer] GOVERNOR OF UTTAR PRADESH represented by **Dy. Director (Const.) R.K.U.M.P. ....**

Address [insert address] **Dy. Director (Const.) R.K.U.M.P. ....**

Description of the Works

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

## **SECTION - 7**

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

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

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

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

1. Arithmetic errors will be corrected by the Employer.

**SECTION - 8**

Letter of Acceptance and Other Forms

OFFICE OF **Dy. Director (Const.)**

**R.K.U.M.P. Aligarh**

NO..... DATE .....

**LETTER OF ACCEPTANCE**

To,

M/s.....

.....

.....

Name of Work::-.....

.....

This is to notify you that on behalf of the Employer, the Executive Engineer, **Dy. Director (Const.) R.K.U.M.P. Aligarh** 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.....**Years**) and sign the contract, failing which action as stated in Cl. 15 & 28 of ITB will be taken.

**Yours faithfully,**

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

No.

Date

- 1. Copy to **A.E. R.K.U.M.P. ....** For information & necessary action.
- 2. Copy to contract Bond.

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

## (b) Standard Form of Agreement

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

### *Standard Form: Agreement* **Agreement**

This agreement, made the ..... day of ..... of 20..... between **Dy. Director (Const.)**

**R.K.U.M.P. Aligarh.**

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

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

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

Whereas the Employer is desirous that the Contractor execute the Work of ..... District-  
..... (Hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees .....  
(Rs.....only )

#### **NOW THIS AGREEMENT WITNESSETH as follows:**

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

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

[Redacted signature area]

in the presence of: Assistant Engineer

Binding Signature of Employer authorized representative

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

Binding Signature of Contractor

[Redacted signature area]

## **SCHEDULE "C"**

<b><u>S.No.</u></b>	<b><u>Item</u></b>	<b><u>Total Rate</u></b>	<b><u>Place of Issue</u></b>
1-			

## **CONDITIONS**

- 1- Bitumen/Cement will be Provided by contractor at the cost mentioned in Schedule "C" at Divisional store as per norms fixed by **Dy. Director (Const.) R.K.U.M.P.** or as per actual consumption whichever is lower.

Contractor

JE

AE

## शपथ पत्र

समक्ष उपनिदेशक(निर्माण)  
मण्डी परिषद अलीगढ़

मिनजानिब .....

.....शपथकर्ता शपथपूर्वक निम्न बयान करता है कि

1. यह कि शपथकर्ता मण्डी परिषद में श्रेणी में पंजीकृत हैं।
2. यह कि शपथकर्ता फर्म.....का प्रोपराइटर है।
3. यह कि शपथकर्ता की फर्म किसी भी स्थान पर काली सूची में दर्ज नहीं है।
4. यह कि शपथकर्ता प्रथम रक्त सम्बन्धी एवं अन्य निकटस्थ सगा-सम्बन्धी मण्डी परिषद में कार्यरत नहीं है।
5. यह कि शपथकर्ता अधिवक्ता नहीं है और न ही राज्य बार कौंसिल का पंजीकृत सदस्य नहीं है।
6. यह कि संलग्न बिड में दिये गये सभी तथ्य सही हैं। यदि कोई तथ्य असत्य पाये गये तो स्वतः पंजीकरण बिना कारण बताये निरस्त कर दिया जाये।

शपथ पत्र की मद संख्या 1 लगायत 6 मेरी निजी ज्ञान में सत्य व सही है। इसमें कोई तथ्य नहीं छिपाया गया है, जिसका सत्य व सही होने का मैं विश्वास करता हूँ। सत्यापन आज दिनांक.....को किया गया।

शपथकर्ता

## प्रमाण पत्र का प्रारूप

1. टेकेदार/फर्म का नाम:-
2. फर्म का पावर ऑफ: एटार्नी कर्ता का नाम:-
3. पंजीकरण की श्रेणी:-
4. पंजीकरण की संख्या:-
5. पंजीकरण की निर्धारित/स्टेण्डर्ड बिड डॉक्यूमेंट के आधार पर कार्य क्षमता:-
6. पंजीकरण में आवंटित निर्माण खण्ड:-

### (अ) निर्माणाधीन/पूर्ण कार्यों का विवरण:-

क्र० सं०	निर्माण खण्ड/विभाग का नाम	कार्य का नाम	अनुबंध संख्या/दिनांक	अनुबंध की लागत (लाख में)	कराये गये कार्य की लागत (लाख में)	अवशेष कार्य की लागत (लाख में)

7. (ब) स्वीकृति हेतु विचाराधीन/स्वीकृति निविदाओं, जिनका अनुबंध गठित नहीं हुआ है।

क्र०सं०	निर्माण खण्ड/विभाग का नाम	कार्य का नाम	निविदा की लागत (लाख में)

मैं यह भी प्रमाणित करता हूँ कि मैं/मेरी फर्म मण्डी परिषद, द्वारा बनाई गयी पंजीकरण नियमावली के अन्तर्गत उक्त निविदा क्रय करने हेतु विणिवत् पात्र हूँ और पंजीकरण प्रमाण-पत्र में निर्धारित क्षमता रखता हूँ। मेरे द्वारा उपरोक्त तथ्य सही और अच्छी प्रकार से दिये गये हैं। मैं यह भी प्रमाणित करता हूँ कि मैंने कोई तथ्य छिपाये नहीं है। निविदा क्रय करने से निविदा स्वीकृत होने तक यदि यह पाया जाता है कि मैंने कोई तथ्य छिपाये है, अथवा गलत प्रस्तुत किये गये हैं, तो उपनिदेशक (निर्माण), मण्डी परिषद को यह पूर्ण अधिकार होगा कि वह मेरे विरुद्ध कोई भी वैधानिक कार्यवाही कर सकते हैं।

स्थान:-

आवेदन फर्म का नाम एवं मुहर

**शपथ-पत्र**

- मैं ..... का निवासी हूँ। मैं शपथपूर्वक निम्न घोषणा करता हूँ।
1. मैं मण्डी परिषद का ए/बी/सी/डी श्रेणी में पंजीकृत ठेकेदार हूँ/नहीं हूँ। (विभाग द्वारा निर्गत श्रेणी संबंधी प्रमाण-पत्र संलग्न किया जाये) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं मण्डी परिषद के कार्यों को पूरा करने में सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
  2. मण्डी परिषद द्वारा जो (कार्य का विवरण लिखा जाये) ..... कराने की निविदा निर्गत की गयी है, उसके लिये मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
  3. मेरे द्वारा दिये जा रहे प्रमाण-पत्र, चरित्र प्रमाण पत्र/हैसियत प्रमाण पत्र/आयकर प्रमाण-पत्र/व्यापार कर प्रमाण-पत्र/बीड सिक्कोरिटी प्रमाण-पत्र/बीड कैपिसिटी प्रमाण-पत्र/जमानत धनराशि आदि का प्रमाण-पत्र तथा अन्य सुरक्षित अभिलेख आद मूल रूप में निविदा प्रपत्र के साथ संलग्न कर दिये गये हैं।
  4. मेरा पैन नं०..... है। (आयकर विभाग द्वारा प्रदत्त प्रमाण-पत्र संलग्न किया जाये)।
  5. मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहाँ पूरा विवरण दिया जाये।
    1. मुकदमा नम्बर .....
    2. धारायें.....
    3. थाना.....
    4. जनपद.....
    5. न्यायालय(जहाँ मुकदमा चल रहा है).....
  6. मैं मण्डी परिषद अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों माफिया या गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असमाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
  7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई मुकदमा दर्ज नहीं है।
  8. यदि ठेका प्राप्त करने के पश्चात मेरे विरुद्ध माफिया गतिविधियों/असमाजिक गतिविधियों एवं सांक्रिप्त अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दे। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध अपराधिक मुकदमा नियमों के अन्तर्गत दर्ज करायेगें।
  9. मैं अनुबन्ध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।
  10. मेरा कार्य व आचरण उत्तम है।
  11. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थाई पता और अस्थायी पता निम्न प्रकार है:-
    - (अ) स्थायी पता(दूरभाष सहित).....
    - (ब) अस्थायी पता(दूरभाष सहित).....(यहाँ पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाये)
  12. मैं शपथ पूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल उपनिदेशक(निर्माण), मण्डी परिषद और जिला मजिस्ट्रेट/कलैक्टर को दूंगा।
  13. मैं यह भी घोषणा करता हूँ कि विभाग के जिस कार्य के लिये मेरे द्वारा ठेका लिया जा रहा है, उसके सापेक्ष चल एवं अचल सम्पत्ति का हैसियत प्रमाण पत्र जिला मजिस्ट्रेट/कलैक्टर(जनपद का नाम लिखा जाये) .....द्वारा प्राप्त करके मूल रूप में संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि इस हैसियत प्रमाण पत्र का उपयोग अन्य कार्यों के लिये नहीं किया जायेगा।
  14. मैं अपनी पूर्ण जानकारी में पूरे होशों-हवाश में, स्वस्थ चित्त से पूरी सत्य निष्ठा से तथा स्वेच्छा से यह शपथपत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

शपथी का पूरा हस्ताक्षर  
पूरा नाम  
पता  
दिनांक.....

नोट-

1. यह स्वघोषणा शपथ-पत्र रु० 100/- (रु० एक सौ मात्र) के स्टाम्प पेपर पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुये दिया जायेगा।
2. असत्य शपथ पत्र देना एक संगीन और सज्जेय अपराध है।
3. सम्बन्धित व्यक्ति पासपोर्ट साइज का अपना फोटोग्राफ जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।



## राज्य कृषि उत्पादन मण्डी परिषद, उ०प्र०

किसान मण्डी भवन, विभूति खण्ड, गोगती नगर, लखनऊ-226010

www.upmandiparishad.in

पत्रांक गु०अगि०ग्रेड-2/(1168/भाग-4/2005)/2022-64।



दिनांक 11/8/2022

### आदेश

प्रदेश में ई-प्रोवयोरमेन्ट/ई-टेण्डर प्रणाली के माध्यम से निविदायें आमंत्रित किये जाने के निर्देश शासनादेश संख्या-1067/78-2-2017-42आईटी/2017 दिनांक 12.05.2017 तथा शासनादेश संख्या: एक/404/कम्प्यू०सेल/2016-17 दिनांक 03.03.2018 द्वारा निर्गत किये गये हैं। निविदाओं की पारदर्शिता एवं प्रतिस्पर्धात्मक दरें प्राप्त करने के उद्देश्य से मण्डी परिषद में 'अ' एवं 'ब' श्रेणी में पंजीकृत फर्म/ठेकेदारों के अतिरिक्त अन्य सरकारी विभागों के पंजीकृत फर्म/ठेकेदारों को भी मण्डी परिषद की निविदाओं में अवसर प्रदान किये जाने का प्रस्ताव गा० संचालक मण्डल की 165वीं बैठक दिनांक 21.07.2022 के बिन्दु सं०-05 पर प्रस्तुत किया गया। गा० संचालक मण्डल द्वारा प्रस्ताव अनुमोदित करते हुए यह निर्णय लिया गया कि "सरकारी विभाग/कार्यदायी संस्थाओं यथा PWD, RED, UPRNN, UPPCL आदि में पंजीकृत ठेकेदारों को भी मण्डी परिषद के कार्यों में निविदा डालने का अवसर दिया जाय।"

निविदा आमंत्रण सूचना में तकनीकी व वित्तीय मानकों का उल्लेख करते हुए न्यूनतम बिड क्षमता का निर्धारण लोक निर्माण अनुभाग-7 के शासनादेश सं०-6738/23-7-06-176(सा०)/06/दिनांक 05.01.2007 द्वारा प्रचलित टेण्डर फॉर्म के प्रपत्र सं०-PWD-T-2 के प्रस्तर-4.6 में दी गयी व्यवस्था के अनुरूप किया जाएगा। अन्य राजकीय विभागों में पंजीकृत निविदादाता की निविदा यदि प्रथम न्यून प्राप्त होती है तो मण्डी परिषद में पंजीकरण हेतु बॉधित समस्त अभिलेख एवं निर्धारित शुल्क सहित प्रार्थना पत्र 03 दिवस के अन्दर संवन्धित निर्माण खण्ड स्तर पर प्रस्तुत किया जाएगा। पंजीकरण के सम्बन्ध में परिषद मुख्यालय से समय-समय पर निर्गत कार्यालय ज्ञाप एवं निर्देशों के अनुसार उपनिदेशक (निर्माण) द्वारा अपनी संस्तुति एक सप्ताह के अन्दर प्रेषित करनी होगी। परिषद मुख्यालय द्वारा पंजीकरण की समस्त कार्यवाही 15 दिवस के अन्दर आवश्यक रूप से पूर्ण करा ली जाएगी। अनुबन्ध गठन के समय वाह्य पंजीकृत फर्म/ठेकेदार से निविदा की लागत का 10 प्रतिशत धरोहर धनराशि अतिरिक्त रूप में जमा की जायेगी, जो पंजीकरण होने के उपरान्त सम्बन्धित उपनिदेशक (निर्माण/वि०-यॉ०) द्वारा वापस कर दी जाएगी। समय-समय पर विशिष्ट प्रकृति के कार्य जिनमें सामान्यतः ठेकेदारों का पंजीकरण नहीं होता है, के कार्य कराये जाने हेतु पंजीकरण की वाच्यता नहीं होगी परन्तु समान प्रकृति के कार्यों को कराने का पर्याप्त अनुभव होने का उल्लेख निविदा प्रकाशन में किया जाएगा तथा पंजीकृत ठेकेदारों की भौति निर्धारित धरोहर/जमानत धनराशि जमा किया जाना अनिवार्य होगा। निविदा प्राप्त होने पर यदि अन्य विभाग में पंजीकृत ठेकेदार एवं मण्डी परिषद में पंजीकृत ठेकेदार की दरें एक समान प्राप्त होती हैं तो ऐसी स्थिति में प्रथम बरीयता मण्डी परिषद में पंजीकृत ठेकेदार को दी जायेगी। उपर्युक्तानुसार यथावश्यक नियमानुसार अग्रतर कार्यवाही किया जाना सुनिश्चित करें।

(अंजनी कुमार सिंह)  
निदेशक

### पृष्ठांक संख्या एवं दिनांक उपरोक्तानुसार

- प्रतिलिपि-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित
- 1-अपर निदेशक, मण्डी परिषद, उ०प्र०, लखनऊ।
  - 2-वित्त नियंत्रक, मण्डी परिषद, उ०प्र०, लखनऊ।
  - 3-मुख्य अनियन्ता ग्रेड-2, मण्डी परिषद मुख्यालय।
  - 4-समस्त संयुक्त निदेशक(निर्माण), मण्डी परिषद उ०प्र०।
  - 5-समस्त उपनिदेशक(प्रशा०/विप०) मण्डी परिषद उ०प्र०।
  - 6-समस्त उपनिदेशक(निर्माण/वि०-यॉ०) मण्डी परिषद उ०प्र०।
  - 7-समस्त तकनीकी एवं गैर तकनीकी अधिकारी/पटल सहायक निर्माण अनुभाग, मण्डी परिषद मुख्यालय।
  - 8-आदेश/गार्ड पत्रावली हेतु।

*[Signature]*  
11/8/22  
निदेशक



# राज्य कृषि उत्पादन मण्डी परिषद, उ०प्र०

किसान मण्डी भवन, विभूति खण्ड, गोमती नगर, लखनऊ-226010

Website-<http://upmandiparishad.upsdc.gov.in>



पत्रांक: मु०अभि०ग्रेड-२/(1168/भाग-४/२००५)/२०२२-११०

दिनांक 17.11.2022

## आदेश

निविदाओं की पारदर्शिता एवं प्रतिस्पर्धात्मक दरें प्राप्त करने के उद्देश्य से मा० संचालक मण्डल की 165वीं बैठक दिनांक 21.07.2022 के बिन्दु सं०-05 पर यह निर्णय लिया गया कि मण्डी परिषद में 'अ' एवं 'ब' श्रेणी में पंजीकृत फर्म/ठेकेदारों के अतिरिक्त समान श्रेणी में पंजीकृत अन्य सरकारी विभाग/कार्यदायी संस्थाओं यथा PWD, RED, UPRNN, UPPCL आदि में पंजीकृत ठेकेदारों को भी मण्डी परिषद के कार्यों में निविदा डालने का अवसर दिया जाय। मा० संचालक मण्डल द्वारा लिये गये निर्णय के क्रम में परिषद आदेश संख्या-मु०अभि०ग्रेड-२/(1168/भाग-४/२००५)/२०२२-641 दिनांक 11.08.2022 निर्गत किया जा चुका है।

उल्लेखनीय है कि मण्डी परिषद में 'अ', 'ब' एवं 'स' श्रेणी में ठेकेदारों के पंजीकरण के समय उनके द्वारा विगत 03 वर्षों में कराये गये कार्य अनुभव के आधार पर कार्यक्षमता निर्धारित की जाती है, जबकि लोक निर्माण विभाग एवं अन्य विभागों में Standard Bidding Document (S.B.D) में दी गयी व्यवस्था के अनुसार Bid Capacity की गणना की जाती है तदनुसार ही अन्य विभागों में पंजीकृत ठेकेदारों द्वारा Bid Capacity की गणना करते हुए ई-निविदाओं में प्रतिभाग किया जाता है। मण्डी परिषद में 'द' श्रेणी ठेकेदार की प्रारम्भिक श्रेणी है, जिसमें किसी अनुभव प्रमाण-पत्र की बाध्यता नहीं है। 'अ', 'ब' एवं 'स' श्रेणी में पंजीकरण अनुभव के आधार पर किया जाता है। ऐसी स्थिति मण्डी परिषद में 'द' श्रेणी को छोड़कर 'अ', 'ब' एवं 'स' श्रेणी में पंजीकृत ठेकेदारों को भी Bid Capacity के आधार पर निविदाओं में प्रतिभाग करने हेतु अनुमत्य किये जाने के फलस्वरूप निविदाओं की पारदर्शिता बनी रहेगी तथा और अधिक प्रतिस्पर्धात्मक दरें प्राप्त हो सकेंगी। Standard Bidding Document (S.B.D) में Qualification of Bidders के Section 4.6 में दी गयी व्यवस्था निम्नवत् है:-

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

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

**A** = Maximum value of civil or electrical/mechanical 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 2.0

**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.

2/

अतः उपर्युक्तानुसार लोक निर्माण विभाग एवं अन्य विभागों में अपनायी जा रही प्रक्रिया के अनुरूप मण्डी परिषद में 'द' श्रेणी को छोड़कर 'अ', 'ब' एवं 'स' श्रेणी में पंजीकृत ठेकेदारों को भी Bid Capacity के आधार पर निविदाओं में प्रतिभाग करने की अनुमति प्रदान की जाती है। लोक निर्माण विभाग अथवा राज्य सरकार द्वारा भविष्य में उक्त व्यवस्था में किसी भी प्रकार परिवर्तन अथवा संशोधन किये जाने की स्थिति में अनुपालन तदनुसार सुनिश्चित किया जाएगा।

(अंजनी कुमार सिंह)  
निदेशक

पृष्ठांकन संख्या एवं दिनांक उपरोक्तानुसार

प्रतिलिपि-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित

- 1- अपर निदेशक, मण्डी परिषद, उ0प्र0, लखनऊ।
- 2- वित्त नियंत्रक, मण्डी परिषद, उ0प्र0, लखनऊ।
- 3- मुख्य अभियन्ता ग्रेड-2, मण्डी परिषद मुख्यालय।
- 4- समस्त संयुक्त निदेशक(निर्माण), मण्डी परिषद उ0प्र0।
- 5- समस्त उपनिदेशक(प्रशा0/विप0) मण्डी परिषद उ0प्र0
- 6- समस्त उपनिदेशक (निर्माण) मण्डी परिषद उ0प्र0
- 7- समस्त उपनिदेशक (वि0-यॉ0) मण्डी परिषद उ0प्र0
- 8- समस्त तकनीकी एवं गैर तकनीकी अधिकारी/पटल सहायक निर्माण अनुभाग, मण्डी परिषद मुख्यालय।
- 9- आदेश/गार्ड पत्रावली हेतु।

  
17/11/2022  
निदेशक



# राज्य कृषि उत्पादन मण्डी परिषद, उ०प्र०

किसान मण्डी भवन, विभूति खण्ड, गोमती नगर, लखनऊ-226010

Website: <http://upmandiparishad.upsdc.gov.in>



पत्रांक: मु०अभि०-(पंजी० नि०-1168-भाग-4)/2023-217

दिनांक: 29.05.2023

## आदेश

निविदाओं की पारदर्शिता एवं प्रतिस्पर्धात्मक दरें प्राप्त करने के उद्देश्य से परिषद आदेश सं०-1190 दिनांक 17.11.2022 द्वारा मण्डी परिषद में 'अ' एवं 'ब' श्रेणी में पंजीकृत अन्य सरकारी विभाग PWD, RED, UPRNN एवं UPPCL में पंजीकृत ठेकेदारों को भी निविदाओं में प्रतिभाग करने एवं लोक निर्माण विभाग के अनुरूप बिड कैपेसिटी की गणना किये जाने का निर्णय लिया गया है तथा इसके अतिरिक्त समय-समय पर अन्य संशोधन भी किये गये हैं। समय-समय पर लिये गये निर्णय एवं संशोधन के फलस्वरूप वर्तमान में आ रही व्यवहारिक कठिनाईयों के दृष्टिगत लोक निर्माण विभाग के नियमों को अंगीकार करते हुए निम्नवत् संशोधन किया जाता है:-

### मण्डी परिषद नियम-02 (लो०नि०वि० नियम-01)

विवरण	श्रेणी	कार्यक्षेत्र
भवन एवं विकास कार्य	'अ' श्रेणी	सम्पूर्ण उत्तर प्रदेश एवं अपनी श्रेणी सहित नीचे की समस्त श्रेणी
	'ब' श्रेणी	सम्पूर्ण उत्तर प्रदेश एवं अपनी श्रेणी सहित नीचे की समस्त श्रेणी
	'स' श्रेणी	सम्बन्धित संयुक्त निदेशक(नि०) के कार्यक्षेत्र में समाहित निर्माण खण्ड एवं अपनी श्रेणी से नीचे की समस्त श्रेणी।
	'द' श्रेणी	सम्बन्धित निर्माण खण्ड एवं मात्र 'द' श्रेणी।
विद्युत/यॉत्रिक कार्य	'अ' श्रेणी	सम्पूर्ण उत्तर प्रदेश एवं अपनी श्रेणी सहित नीचे की समस्त श्रेणी
	'ब' श्रेणी	सम्पूर्ण उत्तर प्रदेश एवं अपनी श्रेणी सहित नीचे की समस्त श्रेणी
	'स' श्रेणी	दो विद्युत/यॉत्रिक खण्ड

### मण्डी परिषद नियम-04 (लो०नि०वि० नियम-04)

विवरण	श्रेणी	पंजीकरण हेतु अर्हता
भवन एवं विकास कार्य	'अ' श्रेणी	कम से कम 05 कार्य प्रत्येक रु० 20.00 लाख से अधिक, अनुबन्ध संख्या एवं लागत सहित संतोषजनक रूप से पूर्ण होने का सक्षम स्तर से निर्गत प्रमाण-पत्र।
	'ब' श्रेणी	कम से कम 05 कार्य प्रत्येक रु० 10.00 लाख से अधिक, अनुबन्ध संख्या एवं लागत सहित संतोषजनक रूप से पूर्ण होने का सक्षम स्तर से निर्गत प्रमाण-पत्र।
	'स' श्रेणी	कम से कम 05 कार्य प्रत्येक रु० 2.00 लाख से अधिक, अनुबन्ध संख्या एवं लागत सहित संतोषजनक रूप से पूर्ण होने का सक्षम स्तर से निर्गत प्रमाण-पत्र।
	'द' श्रेणी	कम से कम 05 कार्य प्रत्येक रु० 0.50 लाख से अधिक, अनुबन्ध संख्या एवं लागत सहित संतोषजनक रूप से पूर्ण होने का सक्षम स्तर से निर्गत प्रमाण-पत्र।
विद्युत/यॉत्रिक कार्य	'अ' श्रेणी	कम से कम 05 कार्य प्रत्येक रु० 0.25 लाख से अधिक, अनुबन्ध संख्या एवं लागत सहित संतोषजनक रूप से पूर्ण होने का सक्षम स्तर से निर्गत प्रमाण-पत्र।
	'ब' श्रेणी	कम से कम 05 कार्य प्रत्येक रु० 0.05 लाख से अधिक, अनुबन्ध संख्या एवं लागत सहित संतोषजनक रूप से पूर्ण होने का सक्षम स्तर से निर्गत प्रमाण-पत्र।
	'स' श्रेणी	कम से कम 05 कार्य प्रत्येक रु० 0.02 लाख से अधिक, अनुबन्ध संख्या एवं लागत सहित संतोषजनक रूप से पूर्ण होने का सक्षम स्तर से निर्गत प्रमाण-पत्र।

नोट:-विद्युत/यॉत्रिक कार्यों के समस्त श्रेणी में पंजीकरण हेतु निदेशक, विद्युत सुरक्षा द्वारा निर्गत 'क' श्रेणी का लाइसेंस प्रस्तुत करना अनिवार्य होगा।

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**मण्डी परिषद नियम-09 (लो0नि0वि0 नियम-18)**

विवरण	श्रेणी	नवीनीकरण हेतु अर्हता
भवन एवं विकास कार्य	'अ' श्रेणी	मण्डी परिषद में रू0 20.00 लाख का कम से कम 01 कार्य संतोषजनक रूप से पूर्ण।
	'ब' श्रेणी	मण्डी परिषद में रू0 10.00 लाख का कम से कम 01 कार्य संतोषजनक रूप से पूर्ण।
	'स' श्रेणी	मण्डी परिषद में रू0 2.00 लाख का कम से कम 01 कार्य संतोषजनक रूप से पूर्ण।
	'द' श्रेणी	मण्डी परिषद में रू0 0.50 लाख का कम से कम 01 कार्य संतोषजनक रूप से पूर्ण।
विद्युत/ यंत्रिक कार्य	'अ' श्रेणी	मण्डी परिषद में रू0 0.25 लाख का कम से कम 01 कार्य संतोषजनक रूप से पूर्ण।
	'ब' श्रेणी	मण्डी परिषद में रू0 0.05 लाख का कम से कम 01 कार्य संतोषजनक रूप से पूर्ण।
	'स' श्रेणी	मण्डी परिषद में रू0 0.02 लाख का कम से कम 01 कार्य संतोषजनक रूप से पूर्ण।

**मण्डी परिषद नियम-12 (लो0नि0वि0 नियम-13)**

विवरण	श्रेणी	जनरल सिक्योरिटी
भवन एवं विकास कार्य	'अ' श्रेणी	रू0 5.00 लाख
	'ब' श्रेणी	रू0 2.00 लाख
	'स' श्रेणी	रू0 1.00 लाख
	'द' श्रेणी	रू0 0.50 लाख
विद्युत/ यंत्रिक कार्य	'अ' श्रेणी	रू0 1.00 लाख
	'ब' श्रेणी	रू0 0.50 लाख
	'स' श्रेणी	रू0 0.05 लाख

**मण्डी परिषद नियम-08 (लो0नि0वि0 नियम-02)**

विवरण	श्रेणी	निविदा सीमा
भवन एवं विकास कार्य	'अ' श्रेणी	असीमित
	'ब' श्रेणी	रू0 200.00 लाख
	'स' श्रेणी	रू0 75.00 लाख
	'द' श्रेणी	रू0 40.00 लाख (अनुभवी ठेकेदार हेतु) रू0 20.00 लाख (अनुभव विहीन ठेकेदार हेतु)
विद्युत/ यंत्रिक कार्य	'अ' श्रेणी	असीमित
	'ब' श्रेणी	रू0 20.00 लाख
	'स' श्रेणी	रू0 5.00 लाख

**मण्डी परिषद नियम-05 (लो0नि0वि0 नियम-05)**

विवरण	श्रेणी	हैसियत (सॉलवेन्सी)
भवन एवं विकास कार्य	'अ' श्रेणी	रू0 50.00 लाख
	'ब' श्रेणी	रू0 40.00 लाख
	'स' श्रेणी	रू0 20.00 लाख
	'द' श्रेणी	रू0 5.00 लाख
विद्युत/ यंत्रिक कार्य	'अ' श्रेणी	रू0 4.00 लाख
	'ब' श्रेणी	रू0 2.00 लाख
	'स' श्रेणी	रू0 1.00 लाख

**मण्डी परिषद नियम-14 (लो0नि0वि0 नियम-18)**

विवरण	श्रेणी	पंजीकरण/नवीनीकरण की अवधि
पंजीकरण/नवीनीकरण की अवधि	समस्त श्रेणी	03 वर्ष पंजीकरण वर्ष (01 जुलाई से 30 जून)
नवीनीकरण प्रार्थना पत्र की अवधि	समस्त श्रेणी	समाप्ति तिथि से न्यूनतम 02 माह पूर्व

*(Handwritten Signature)*

पंजीकरण/नवीनीकरण नियमावली में उपर्युक्त संशोधन के फलस्वरूप आने वाली संभावित समस्याओं के दृष्टिगत निम्नवत् निर्देश दिये जाते हैं :-

- 1-पंजीकरण हेतु आवश्यक हैसियत प्रमाण-पत्र के सम्बन्ध में लोक निर्माण विभाग अनुभाग-7 के शासनादेश संख्या-14/2017/2170/23-7-17-176(सा0)/06 दिनांक 13 दिसम्बर, 2017 में दी गयी व्यवस्था का कठोरता से अनुपालन किया जाय।
- 2-जनपद लखनऊ में 02 खण्ड, निर्माण खण्ड लखनऊ एवं अनुरक्षण खण्ड, मुख्यालय स्थापित हैं। अनुरक्षण खण्ड में पंजीकरण व्यवस्था समाप्त की जाती है, अनुरक्षण खण्ड में पूर्व से पंजीकृत ठेकेदारों के अतिरिक्त निर्माण खण्ड लखनऊ में पंजीकृत ठेकेदार भी अनुरक्षण खण्ड की निविदाओं में भी प्रतिभाग करने हेतु अधिकृत होंगे।
- 3-पंजीकरण पुस्तिका का निर्धारित मूल्य रू0 100.00 के स्थान पर रू0 500.00 (जी0एस0टी0 रहित) होगा।
- 4-यदि पूर्व में किये जा चुके पंजीकरण अथवा नवीनीकरण में कोई अभिलेख कम लागत/मात्रा के हैं अथवा नहीं लगाये गये हैं, तो ऐसी स्थिति में संशोधित अभिलेख अथवा वांछित नवीन अभिलेख प्रस्तुत करने हेतु 03 माह का समय देते हुए उप निदेशक (निर्माण)/विद्युत/याँ0 द्वारा फर्म/ठेकेदार को सूचित किया जायेगा। यदि इस अवधि में सम्बन्धित फर्म/ठेकेदार द्वारा समस्त औपचारिकतायें पूर्ण नहीं की जाती हैं तो पंजीकरण/नवीनीकरण स्वतः ही निरस्त माना जाएगा।
- 5-संशोधित व्यवस्था के अनुसार पंजीकरण के नवीनीकरण हेतु समाप्ति तिथि 30 जून से 02 माह पूर्व प्रार्थना पत्र स्वीकार किये जाने का प्रावधान है परन्तु पूर्व में दी गयी व्यवस्था के अनुसार प्रार्थना पत्र माह-जून तक एवं अर्धदण्ड के साथ माह-अक्टूबर तक स्वीकार किये जाते थे। ऐसी स्थिति में इस वर्ष माह-जून 2023 तक नवीनीकरण प्रार्थना पत्र स्वीकार किये जाने की शिथिलता रहेगी।
- 6-चूँकि उपर्युक्त अधिकांश संशोधन लोक निर्माण विभाग के नियमानुसार किये गये हैं, यदि उक्त आदेश में पंजीकरण/नवीनीकरण से सम्बन्धित कोई बिन्दु उल्लिखित होने से रह गया है तो ऐसी स्थिति में वर्तमान में विद्यमान अथवा भविष्य में निर्गत होने वाले शासनादेश एवं लोक निर्माण विभाग के नियम प्रभावी होंगे।  
उपर्युक्तानुसार यथा आवश्यक नियमानुसार अग्रतर कार्यवाही सुनिश्चित की जाय।

(अंजनी कुमार सिंह)  
निदेशक

पृष्ठांकन संख्या एवं दिनांक उपर्युक्तानुसार।

प्रतिलिपि:-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. अपर निदेशक, मण्डी परिषद, उ0प्र0।
2. वित्त नियंत्रक, मण्डी परिषद, उ0प्र0।
3. समस्त संयुक्त निदेशक (निर्माण) मण्डी परिषद, उ0प्र0।
4. समस्त उप निदेशक (निर्माण/विद्युत एवं यांत्रिक) मण्डी परिषद, उ0प्र0।
5. अनुभाग अधिकारी (निर्माण) को इस निर्देश के साथ कि उपर्युक्त संशोधन एवं इसके अतिरिक्त अन्य नियम लोक निर्माण विभाग के अनुरूप पंजीकरण पुस्तिका में संशोधन करना सुनिश्चित करें।
6. आदेश/गार्ड फाइल।

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निदेशक 05.10.24

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# राज्य कृषि उत्पादन मण्डी परिषद, उ०प्र०

किसान मण्डी भवन, विभूति खण्ड, गोमती नगर, लखनऊ-226010  
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पत्रांक: मु०अभि०ग्रेड-2/(1168/भाग-4/2005)/2023- ५३७

दिनांक 11/7/2023

## आदेश

निविदाओं की पारदर्शिता एवं प्रतिस्पर्धात्मक दरें प्राप्त करने के उद्देश्य से मा० संचालक मण्डल की 165वीं बैठक दिनांक 21.07.2022 में लिये गये निर्णय के अनुपालन में आदेश सं०-641 दिनांक 11.08.2022 द्वारा 'अ' एवं 'ब' श्रेणी हेतु निर्धारित निविदा सीमा के अन्तर्गत मण्डी परिषद में पंजीकृत फर्म/ठेकेदारों के अतिरिक्त अन्य 04 विभाग PWD, RED, UPRNN एवं UPPCL में पंजीकृत फर्म/ठेकेदारों को भी मण्डी परिषद की निविदाओं में प्रतिभाग किये जाने की अनुमति प्रदान की गयी है।

2- उपर्युक्त आदेश के क्रम में कतिपय उप निदेशक (निर्माण/वि०-यॉ०) द्वारा इसका पूर्ण रूप से अनुपालन नहीं किया जा रहा है तथा प्रस्तर-01 में वर्णित 04 वाह्य विभागों से भिन्न विभागों में पंजीकृत फर्म/ठेकेदारों और 'अ' एवं 'ब' श्रेणी से निम्न श्रेणी की निविदाओं में भी प्रतिभाग कराया जा रहा है, जो उचित नहीं है।

अतः समस्त उप निदेशक (निर्माण/वि०-यॉ०) को निर्देशित किया जाता है कि आदेश संख्या-641 दिनांक 11.08.2022 में विशेष रूप से चिन्हित 04 विभाग क्रमशः PWD, RED, UPRNN एवं UPPCL के अतिरिक्त अन्य विभागों में पंजीकृत फर्म/ठेकेदारों से निविदायें प्राप्त न की जाएँ तथा इनको भी मात्र 'अ' एवं 'ब' श्रेणी की निविदाओं तक सीमित रखा जाय। सामान्यतः प्रथम बार निविदा आमंत्रण में न्यूनतम 21 दिन का समय उपलब्ध रहता है, अतः वर्णित 04 विभागों के अतिरिक्त अन्य शासकीय/अर्द्धशासकीय विभागों/स्वशासी संस्थाओं में पंजीकृत फर्म/ठेकेदार यदि मण्डी परिषद की निविदाओं में प्रतिभाग करने के इच्छुक हैं तो इस अवधि में प्राथमिकता के आधार पर उनका पंजीकरण मण्डी परिषद में कर लिया जाय क्योंकि अन्य शासकीय विभागों में पंजीकरण होने से निष्कर्षतः माना जा सकता है कि उनके पास पंजीकरण हेतु आवश्यक प्रमाण-पत्र/अभिलेख उपलब्ध होंगे।

(सत्यप्रकाश)

मुख्य अभियन्ता ग्रेड-2

पृष्ठांकन संख्या एवं दिनांक उपरोक्तानुसार

प्रतिलिपि-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित

- 1-निजी सचिव निदेशक/अपर निदेशक को महोदय के अवलोकनार्थ।
- 2-वित्त नियंत्रक, मण्डी परिषद, उ०प्र०, लखनऊ।
- 3-समस्त संयुक्त निदेशक(निर्माण), मण्डी परिषद उ०प्र०।
- 4-समस्त उपनिदेशक(प्रशा-वि०/निर्माण/वि०-यॉ०) मण्डी परिषद उ०प्र०।
- 5-समस्त तकनीकी एवं गैर तकनीकी कार्मिक निर्माण अनुभाग, मण्डी परिषद मुख्यालय।
- 6-आदेश/गार्ड पत्रावली हेतु।

मुख्य अभियन्ता ग्रेड-2