

**Proforma – T –1**

**Model Bidding Document**  
**For Work up to Rs. 40 Lacs**  
**Under**  
**R.K.U.M.P.U.P.**

For  
**Construction**

**Rajya Krishi Utpadan Mandi Parishad, U.P.**

# TABLE OF CONTENTS

## Standard Bidding Document for

### Work upto Rs. 40 Lacs

Section	Description	Page
Section 1	List of Dates, Press Notice, NIT	
Section 2	Instruction to bidders	
Section 3	Qualification information (For bid costing more than Rs. 10.00 Lacs)	
Section 4	General Conditions of Contract	
Section 5	Specifications & Drawings	
Section 6	Form of Bid	
Section 7	Bill of Quantity	
Section 8	Standard Forms, Form of Acceptance	

## **SECTION – 1**

(T-01)

SECTION I

**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: 04 Month .

3. Date of Issue of Notice Inviting Bid : 220/08-05-2026

4. Period and Places of Availability of Bidding Documents: From: 12-05-2026 To 02-06-2026 Till 5:00 PM.  
On line on <http://etender.up.nic.in>

5. Time, and Date of Pre-bid meeting,

6. Deadline for Receiving Bids online only, Date 02-06-2026 Time – 5:00 PM

7. Time and Date for opening Technical Bid/Bids online, Date 03-06-2026 Time :- 11:00 AM

8. Time and Date of opening Financial Bids online To be notified after Tech. evaluation  
Time. 04:00 PM Displayed in the office  
of R.K.U.M.P MORADABAD

9. Last Date of Bid Validity 90 Days

10. Officer inviting Bids DDC MORADABAD

11. Estimated Cost 33.14 Lacs

12. Bid Security 3.35 Lacs

13. Cost of Bid Document Rs. 5900.00

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



कार्यालय उपनिदेशक (निर्माण),  
राज्य कृषि उत्पादन मण्डी परिषद, उ०प्र०,  
सी-8, दीनदयालनगर, कांठ रोड, मुरादाबाद।

पत्रांक: नि०ख०मुरा०/(ई-निविदा)/2026- 220

दिनांक:- 08/5/2026

ई-निविदा सूचना

मण्डी परिषद निर्माण सण्ड मुरादाबाद क्षेत्रान्तर्गत अधोलिखित तालिका में अंकित कार्य हेतु वित्तीय रूप से सुदृढ़ एवं अनुभवी मण्डी परिषद में पंजीकृत निर्माण सण्ड निर्माता दिनांक 02.06.2026 को शाम 5.00 बजे तक ऑनलाइन आमन्त्रित की जाती है। ऑनलाइन निविदा वेबसाइट-<https://etender.up.nic.in> पर दिनांक 12.05.2026 से प्रातः दिनांक 02.06.2026 की शाम 5.00 तक डाउनलोड कर अपलोड की जा सकती है। निविदा की तकनीकी विड दिनांक 03.06.2026 को पूर्वाह्न 11.00 बजे एव तकनीकी विड उपयुक्त पाये जाने के उपरान्त वित्तीय विड कार्यालय में खोली जायेगी। उक्त निर्धारित तिथि को सार्वजनिक अवकाश घोषित हो जाने एवं अपरिहार्य कारण होने की स्थिति में अगले कार्य दिवस में उक्त निर्धारित समय के अनुसार ही तकनीकी विड व वित्तीय विड खोली जायेगी। कार्य का विवरण निम्नानुसार है।

क्र.सं.	कार्य का नाम	निर्माण कार्य की लागत (लाख में) जीएसटी, रहित	निविदा का मूल्य 18% G.S.T. सहित (रु०में)	घरोहर घनराशि (लाख रु० में)	कार्य पूर्ण करने की अवधि (माह में)	पंजीकृत श्रेणी
<b>जनपद-बिजनौर</b>						
1	मण्डी समिति धामपुर के क्षेत्रान्तर्गत सम्पर्क मार्ग अफजलगढ़ से सलावतनगर भोगीजोत होते हुए झाड़पुर तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146869_1	35.41	6372.00	3.55	4 माह	'द'
2	मण्डी समिति धामपुर के क्षेत्रान्तर्गत सम्पर्क मार्ग कश्मीरी से जसमौरा तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146871_1	15.84	2832.00	1.60	4 माह	'द'
3	मण्डी समिति हल्द्वौर के क्षेत्रान्तर्गत सम्पर्क मार्ग सुल्तानपुर से मिठन कुँवर प्रताप सिंह तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146874_1	34.33	6136.00	3.45	4 माह	'द'
4	मण्डी समिति चोंदपुर के क्षेत्रान्तर्गत सम्पर्क मार्ग ग्राम दतियाना से माहू ग्राम तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146879_1	30.67	5546.00	3.10	4 माह	'द'
5	मण्डी समिति चोंदपुर के क्षेत्रान्तर्गत सम्पर्क मार्ग पावटी कोटा से रूपपुर फतेहउल्लापुर से होकर स्टेशन तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146881_1	23.86	4248.00	2.40	4 माह	'द'
6	मण्डी समिति नजीबाबाद के क्षेत्रान्तर्गत सम्पर्क मार्ग लपटापुर से फाजलपुर तवेला होते हुए नजीबाबाद से कोतवाली तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146886_1	27.31	4838.00	2.75	4 माह	'द'
7	मण्डी समिति नजीबाबाद के क्षेत्रान्तर्गत सम्पर्क मार्ग भागूवाला से सवलगढ़ तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146892_1	43.66	7788.00	4.20	4 माह	'स'
8	मण्डी समिति नजीबाबाद के क्षेत्रान्तर्गत सम्पर्क मार्ग भोनावाला से सिकन्दरपुर बसी तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146896_1	17.73	3186.00	1.80	4 माह	'द'
<b>जनपद-रामपुर</b>						
9	मण्डी समिति बिलासपुर के क्षेत्रान्तर्गत सम्पर्क मार्ग अलौपुर ठंका से हाफिलनगर हजारा तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146898_1	28.99	5192.00	2.90	4 माह	'द'
10	मण्डी समिति बिलासपुर के क्षेत्रान्तर्गत सम्पर्क मार्ग पफाजलपुर से कोटा जागीर तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146901_1	11.33	2006.00	1.15	4 माह	'द'
11	मण्डी समिति बिलासपुर के क्षेत्रान्तर्गत सम्पर्क मार्ग दनकरी मुड़िया रोड से सुजानपुर तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146908_1	13.58	2478.00	1.40	4 माह	'द'
12	मण्डी समिति बिलासपुर के क्षेत्रान्तर्गत सम्पर्क मार्ग बुद्धबाजार से नूरपुर मझरा तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146917_1	22.69	4130.00	2.30	4 माह	'द'
13	मण्डी समिति रामपुर के क्षेत्रान्तर्गत सम्पर्क मार्ग सरावा से सरकड़ी होते हुए मरघटी तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146924_1	33.55	6018.00	3.40	4 माह	'द'

14	मण्डी समिति टाण्डा के क्षेत्रान्तर्गत सम्पर्क मार्ग खोद टाण्डा रोड से अम्बेडकर ग्राम सेन्टाखेड़ा तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146936_1	25.90	4602.00	2.60	4 माह	'द'
15	मण्डी समिति टाण्डा के क्षेत्रान्तर्गत सम्पर्क मार्ग रामपुर टाण्डा मार्ग से तार का मजरा का मरम्मत कार्य। Tender ID-2026_RKUMP_1146933_1	33.60	6018.00	3.40	4 माह	'द'
<b>जनपद-सम्मल</b>						
16	मण्डी समिति बहजोई के क्षेत्रान्तर्गत सम्पर्क मार्ग ग्राम शेरपुर से चपतियों की मढ़ैया होते हुए ईदगाह से घुघावली की मस्जिद तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146938_1	47.40	8496.00	4.40	4 माह	'स'
17	मण्डी समिति बहजोई के क्षेत्रान्तर्गत सम्पर्क मार्ग करीमपुर के घेरो से पृथ्वीपुर तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146942_1	47.28	8378.00	4.40	4 माह	'स'
18	मण्डी समिति सम्मल के क्षेत्रान्तर्गत सम्पर्क मार्ग सम्मल जोया रोड पर ग्राम पत्था से खानपुर होते हुए खानपुर नीमखेड़ा तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146945_1	74.54	13216.00	5.75	4 माह	'स'
19	मण्डी समिति सम्मल के क्षेत्रान्तर्गत सम्पर्क मार्ग सम्मल हसनपुर मार्ग से मूढों वाली मिलक तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146948_1	45.94	8142.00	4.30	4 माह	'स'
20	मण्डी समिति सम्मल के क्षेत्रान्तर्गत सम्पर्क मार्ग सिंहपुर कुरकावली से राया तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146952_1	38.76	6962.00	3.90	4 माह	'द'
21	मण्डी समिति सम्मल के क्षेत्रान्तर्गत सम्पर्क मार्ग ग्राम चमरौआ से झण्डा तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146953_1	44.53	7906.00	4.25	4 माह	'स'
22	मण्डी समिति सम्मल के क्षेत्रान्तर्गत सम्पर्क मार्ग मढ़ावली से रसूलपुर तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146954_1	25.60	4602.00	2.60	4 माह	'द'
23	मण्डी समिति सम्मल के क्षेत्रान्तर्गत सम्पर्क मार्ग रायपुर से बसला तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146957_1	47.02	8378.00	4.40	4 माह	'स'
24	मण्डी समिति सम्मल के क्षेत्रान्तर्गत सम्पर्क मार्ग सिंहपुर भदौरिया मार्ग से बड़ा ताजुद्दीनपुर तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146959_1	33.14	5900.00	3.35	4 माह	'द'
25	मण्डी समिति सम्मल के क्षेत्रान्तर्गत सम्पर्क मार्ग भूड़ा बेगम से राया बुजुर्ग तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146961_1	23.84	4248.00	2.40	4 माह	'द'
26	मण्डी समिति बबराला के क्षेत्रान्तर्गत सम्पर्क मार्ग गवाँ अनूपशहर मार्ग से हैमदपुर तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146962_1	13.97	2478.00	1.40	4 माह	'द'
27	मण्डी समिति बबराला के क्षेत्रान्तर्गत सम्पर्क मार्ग ग्राम धनारी से दिनौरा मार्ग से कालान से शुरपुर तक मरम्मत कार्य। Tender ID-2026_RKUMP_1146966_1	36.98	6608.00	3.70	4 माह	'द'

नोट:-

- (1) ई-निविदा के साथ नान रिफंडेबिल निविदा मूल्य ऑनलाइन भारतीय स्टेट बैंक (IFSC Code SBIN0004215) के खाता सं० 30394551295 में जमा कराकर जमा रसीद ई-निविदा के साथ अपलोड करना अनिवार्य होगा।
- (2) धरोहर धनराशि की धनराशि ऑनलाइन भारतीय स्टेट बैंक (IFSC Code SBIN0004215) के खाता सं० 30394551477 में जमा कराकर जमा रसीद ई-निविदा के साथ अपलोड करना अनिवार्य होगा।
- (3) ई-निविदा स्वीकृति/अस्वीकृति करने का पूर्ण अधिकार उप निर्देशक (निर्माण) मण्डी परिषद, मुसादाबाद को होगा।
- (4) मण्डी परिषद मुख्यालय के आदेश पत्रांक: मु०अभि०ग्रेड-2/(1168)/2022-641, दिनांक 11.08.2022 में उल्लिखित व्यवस्था एवं शर्तों के अधीन "अ" एवं "ब" श्रेणी की निविदाओं में मण्डी परिषद के अतिरिक्त समान श्रेणी में (लो०नि०वि०, आर०ई०डी०, यू०पी०आर०एन०एन०, यू०पी०पी०सी०एल०) में भवन कार्य हेतु भवन का एवं मार्ग विकास कार्यों के लिए मार्ग विकास कार्यों हेतु पंजीकृत फर्म/ठेकेदार ही निर्धारित नियमों के अनुरूप प्रतिभाग कर सकेंगे।
- (5) परिषद पत्रांक:मु०अभि०-2/(1168/भाग-4/2005)/2022-1190 दिनांक 17.11.2022 द्वारा निविदाओं की पारदर्शिता बनी रहे तथा और अधिक प्रतिस्पर्धात्मक दरें प्राप्त हो सकें, मण्डी परिषद में 'अ', 'ब', 'स' श्रेणी के पंजीकृत ठेकेदार Standard Bidding Documents (S.B.D) में Qualification of Bidders के Section 4.6 में दी गई व्यवस्था के अनुसार निविदाओं में प्रतिभाग कर सकेंगे।  
क्रमशः.....3 पर



## मुख्य शर्त :- प्रकाशन हेतु नहीं

- (1) निविदा की वैधता 90 दिन होगी। वैधता की अवधि में निविदा को वापस नहीं किया जा सकेगा।
- (2) इच्छुक निविदादाता अधिक जानकारी कार्यालय उप निदेशक (निर्माण), मण्डी परिषद, मुरादाबाद में किसी भी कार्य दिवस में प्रातः 10.00 बजे से सायं 5.00 बजे तक प्राप्त कर सकते हैं। निविदा प्रपत्र वेबसाइट-<https://etender.up.nic.in> पर दिनांक 12.05.2026 को प्रातः 10.00 बजे से दिनांक 02.06.2026 की शाम 5.00 तक डाउनलोड कर अपलोड किये जा सकते हैं।
- (3) ई-निविदा के साथ नान रिफंडेबिल निविदा मूल्य उप निदेशक (निर्माण) मण्डी परिषद, मुरादाबाद के नाम ऑनलाइन भारतीय स्टेट बैंक (IFSC Code SBIN004215) के खाता सं 30394551295 में आर0टी0जी0एस0 से जमा कराकर जमा रसीद ई-निविदा के साथ अपलोड करना अनिवार्य होगा।
- (4) निविदा सूचना विवरणानुसार धरोहर धनराशि उप निदेशक (निर्माण) मण्डी परिषद, मुरादाबाद के नाम ऑनलाइन भारतीय स्टेट बैंक (IFSC Code SBIN004215) के खाता सं 30394551477 में जमा कराकर जमा रसीद ई-निविदा के साथ डाउनलोड करना अनिवार्य होगा।
- (5) निविदा डालने हेतु निविदादाता को उपरोक्त वेबसाइट पर पंजीकरण कराना अनिवार्य है। निविदा डालने हेतु निविदादाता के पास किसी सॉफ्टवेयर प्राधिकरण द्वारा जारी डिजिटल सिग्नेचर सर्टिफिकेट होना अनिवार्य है। इसके न होने पर निविदा डालना सम्भव नहीं होगा।
- (6) वस्तु एवं सेवाकर (जी0एस0टी0) की कटौती ठेकेदारों के देयकों से नियमानुसार की जायेगी।
- (7) लेबर सेस की कटौती ठेकेदारों के देयकों से नियमानुसार की जायेगी।
- (8) ई-टेंडरिंग के माध्यम से ऑनलाइन निविदा वेबसाइट-<https://etender.up.nic.in> पर सबमिट करने की अंतिम तिथि 02.06.2026 की सायं 05.00 बजे तक तकनीकी बिड दिनांक 03.06.2026 को प्रातः 11.00 बजे एवं तकनीकी बिड उपयुक्त पाये जाने के उपरान्त वित्तीय बिड अधोहस्ताक्षरी कार्यालय में खोली जायेगी।
- (9) फाइनैशियल बिड खुलने के बाद सभी निविदादाताओं को वेबसाइट पर अपलोड किये शपथ-पत्र इत्यादि मूलरूप में कार्यालय में तत्काल जमा किया जाना अनिवार्य है।
- (10) आई0टी0बी0 के अनुसार कोई भी निविदादाता जिनका सम्बन्धी अथवा उनकी पत्नी का कोई निकट सम्बन्धी (प्रथम रक्त सम्बन्धी अथवा उनकी पत्नी) खण्डीय लेखाधिकारी के रूप में कार्यरत हो अथवा संयुक्त निदेशक (निर्माण) स्तर से अवर अभियंता स्तर तक (दोनों को सम्मिलित करते हुए) कार्यदायी खण्ड में कार्यरत होगा, वह निविदा डालने के लिये योग्य नहीं होगा। निविदादाता द्वारा यह शपथ-पत्र भी दिया जायेगा, जिसमें उसके सम्बन्धियों के नाम तथा उनके पदनाम का उल्लेख होगा, जो कि कार्यदायी खण्ड एवं उससे संबंधित जोन में कार्यरत हो।
- (11) आई0टी0बी0 के अनुसार कोई अभियंता अथवा राजपत्रित अधिकारी जो कि राज्य सरकार एवं केन्द्र सरकार के प्रशासनिक विभाग में कार्यरत हो सेवानिवृत्ति की अवधि दो वर्ष के बाद तक बिना सरकारी के अनुमति के ठेकेदारी के काम के लिये प्रतिबन्धित होंगे। ऐसी स्थिति में यदि यह पाया जाता है कि ठेकेदार अथवा उसके प्रतिनिधि/कर्मचारी ने निविदा डालने से पहले राज्य सरकार से अनुमति नहीं ली है तो उसका ठेका निरस्त किया जा सकता है। निविदादाता द्वारा इस आशय का शपथ-पत्र निविदा के साथ संलग्न करना अनिवार्य है।
- (12) निविदा से संबंधित विवरण निविदा डालने हेतु योग्यता एवं पात्रता झाईंग, विशिष्टियों, मात्राओं का विवरण एवं ठेके की अन्य शर्तों जिनका ठेकेदार द्वारा पालन किया जाना है, को संबंधित उप निदेशक (निर्माण) के कार्यालय में किसी कार्य दिवस में देखा जा सकता है।
- (13) ऐसे निविदादाता जिनका आपराधिक रिकार्ड है।, वह टेण्डर प्रक्रिया में भागीदारी नहीं कर सकेंगे।
- (14) कोई भी निविदादाता जो राज्य विधि काउन्सिल में पंजीकृत हो, निविदा में प्रतिभाग करने से प्रतिबन्धित होंगे। (निविदा डालने के योग्य नहीं होंगे) वह बार काउन्सिल का सदस्य नहीं है, ऐसे प्रमाण/शपथ-पत्र की प्रति अपलोड करना अनिवार्य है।
- (15) निविदा के साथ रू. 100 का स्टॉम्प पेपर रू. 1.00 का रसीदी टिकट लगाकर हस्ताक्षरयुक्त अपलोड करना अनिवार्य होगा।
- (16) निविदा के साथ रू. 100 का स्टॉम्प पेपर रू. 1.00 के नान ज्यूडिशियल स्टॉम्प पेपर पर निर्धारित प्रपत्र पर शपथ पत्र ऑनलाइन प्रत्येक निविदादाता को ई-निविदा के मूल्यांकन हेतु रू. 100.00 के नान ज्यूडिशियल स्टॉम्प पेपर पर निर्धारित प्रपत्र पर शपथ पत्र ऑनलाइन देना अनिवार्य है।
- (17) निविदा के साथ शासनादेश संख्या: 4435/छ:पु0-14-06-50(7)/2006 दिनांक: 02.11.2006 के अनुसार जिलाधिकारी महोदय से निर्गत चरित्र प्रमाण पत्र टी0-4, हंसियत प्रमाण पत्र-टी0-5 प्रमाण पत्र की छायाप्रति स्व-प्रमाणित, टी-1 एवं टी-2 Section-3 को 100/-के स्टाम्प पर नाटरी कराकर व टी0-6 नोटरी द्वारा प्रमाणित कराकर मूलरूप तथा टी-1 एवं टी-2 स्वप्रमाणित अपलोड करना अनिवार्य होगा।
- (18) कार्य की मात्रा में आवश्यकतानुसार विचलन करने का अधिकार अधोहस्ताक्षरी को होगा। जिसके लिये निविदादाता बाध्य होगा।
- (19) विस्तृत विवरण तथा अन्य नियम व शर्त कार्यालय एवं बिडिंग डायक्यूमेंट में देखी जा सकती है निविदा हेतु सिस्टम तकनीकी समस्या होने अथवा किसी प्रकार के विलम्ब के लिए मण्डी परिषद उत्तरदायी नहीं होगा।
- (20) मार्ग में आवश्यकतानुसार प्रस्तावित पुलिया के निर्माण हेतु स्थान चिह्नित किया जायेगा तथा स्टोन बैलास्ट की बिछाई से पूर्व ही पुलिया का मार्ग में आवश्यकतानुसार प्रस्तावित पुलिया से निर्मित पुलिया में कम से कम 60 सेमी0 मिटटी कुशन अवश्य रखा जाये। यदि कुशन कम आता है निर्माण कार्य पूर्ण कराया जाये। हयूम पाइप से निर्मित पुलिया में कम से कम 60 सेमी0 मिटटी कुशन अवश्य रखा जाये। यदि कुशन कम आता है तो कैचपिट बनाकर 60 सेमी0 ही रखा जाय जिससे हयूम पाइप टूटने की सम्भावना न रहे।
- (21) प्रस्तावित मार्ग में कैम्बर 2 प्रतिशत से 2.50 प्रतिशत के मध्य रखा जाये तथा मार्ग के दोनों ओर मिटटी से निर्मित साइड पटरी में 1:2 का स्लोप दिया जाये।
- (22) ठेकेदार निविदा डालने से पूर्व कार्य स्थल का निरीक्षण कर लें।
- (23) ठेकेदार को भुगतान से पूर्व एम0एम0-11 मूलरूप में प्रस्तुत करना होगा अन्यथा रायल्टी के अतिरिक्त श0स0 3385/86-2015-292/2015 दिनांक 15.10.2015 एवं प्रमुख अभियंता उ0प्र0 लोक0नि0वि0 (भवन विग) लखनऊ के पत्रांक 1849/5 3385/86-2015-292/2015 दिनांक 15.10.2015 के अनुसार रायल्टी का पाँच गुना ठेकेदार के देयक से वसूल कर लिया जायेगा।
- (24) 3385/86-2015-292/2015 दिनांक 15.10.2015 के अनुसार रायल्टी का पाँच गुना ठेकेदार के देयक से वसूल कर लिया जायेगा। क्रमश...5 पर

- (25) पंजीकरण में दर्शाये गये तकनीकी स्टाफ आदि से सम्बन्धित सूचनाएं व अभिलेख के लिए लो0नि0वि0 के आदेश पत्रांक-113 क्रम/प्र0अ0 विकास/03(मु0-1)/23 द्वारा जारी निर्देशों का अनुपालन करना अनिवार्य होगा।
- (26) शासनदेश संख्या 746/36-2-14 दिनांक 07.06.2014 के कार्य के चालू देयकों से भवन एवं अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम 1996 की धारा-3 की उपधारा (1) के अन्तर्गत एक प्रतिशत उपकर सेस की कटौती की जायेगी तथा सम्बन्धित ठेकेदार का अनुबन्ध गठन के 15 दिवसों के अन्दर श्रम विभाग में पंजीकरण कराना अनिवार्य है।
- (27) निविदा स्वीकृति उपरान्त एक सप्ताह (7 दिवस में) अवशेष धरोहर धनराशि की एफ0डी0आर0 प्रस्तुत कर, अनुबन्ध गठन कराना अनिवार्य होगा।
- (28) W.B.M. सतह के ऊपर पी0सी0 का कार्य मेकेनिकल पेवर/हाटमिक्स प्लान्ट से कराया जाना अति आवश्यक है।
- (29) शासनदेश संख्या 17/2024/सा0-113/23-1-2024-23-1099/113/2023 दिनांक 16 जनवरी 2024 लोक निर्माण अनुभाग-1, लखनऊ के क्रम में मा0 संचालन मण्डल की 170 वीं बैठक में लिये गये निर्णय के अनुसार मार्गों के नवनिर्माण कार्य हेतु निर्धारित फर्ने/ठेकेदार हेतु कार्य पूर्ण करने की वास्तविक तिथि से 05 वर्ष (पाँच 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 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 05 वर्ष 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 चरणबद्ध तरीके से अवनुक्त की जायेगी साथ ही यह भी उल्लेखनीय है कि यदि गुणवत्ता में कोई कमी पायी जाती है तो अनुबन्ध की शर्तों एवं पंजीकरण नियमावली के अनुसार आवश्यक कार्यवाही की जायेगी एवं कोई अनुरक्षण चार्ज का भुगतान नहीं किया जायेगा। शासन/मण्डली परिषद लखनऊ द्वारा अनुरक्षण/डिफेक्ट लायबिलिटी से सम्बन्धित कोई परिवर्तन किया जाता है तो उस सीमा तक आदेश मान्य होगा।
- (30) अनुरक्षण की अवधि कार्य समाप्ति की वास्तविक तिथि से प्रारम्भ हो जायेगी तथा उसके आगामी 5 वर्ष तक रहेगी, दोष निवारण की अवधि 5 वर्ष की होगी किन्तु पाँचवें वर्ष की समाप्ति पर यदि मार्ग की दशा संतोषजनक नहीं है तो दोष निवारण अवधि आगे जारी रहेगी जब तक कि दोष निवारण अवधि पूर्णता प्रमाण पत्र (DLP complete Certificate) प्राप्त नहीं कर लिया जाता। बड़ी हुई अवधि के लिए ठेकेदार को कोई अतिरिक्त भुगतान अनुमत्त नहीं होगा। अतः धरोहर धनराशि पूर्णता प्रमाण-पत्र निर्गत होने के उपरान्त ही देय होगी।
- (31) प्रथम वर्ष में यद्यपि कोई भुगतान नहीं किया जाना है किन्तु मार्ग दोष निवारण अवधि के अन्तर्गत होने के कारण ठेकेदार मार्ग को पूर्णरूपेण सही दशा में रखेगा।
- (32) कार्य में विलम्ब हेतु कोई औचित्यपूर्ण कारण न होने की स्थिति में टी-1 एवं टी-2 के अनुसार अर्धदण्ड आरोपित किये जायेगा।
- (33) विटुमिन (IOCL/BPCL/HPCL) Refinery से ठेकेदार द्वारा स्वयं क्रय कर प्रयोग करना होगा तथा बिल की मूल प्रति कार्यालय में प्रस्तुत करना अनिवार्य होगा।
- (34) सीमन्ट (ओ0पी0सी0 43-ग्रेड) एवं सरिया भारतीय मानक संस्थान से प्रमाणित परफार्मेंस (Fe-500) नियमानुसार बहु विख्यात कम्पनियों का ही प्रयोग किया जायेगा।
- (35) प्रमुख सचिव लो0नि0वि0 महोदय के आदेश दिनांक 9 अगस्त 2024 के अनुपालन के क्रम में 10 प्रतिशत Below निविदाओं में कोई परफार्मेंस सिक्वोरिटी नहीं ली जायेगी तथा 10 प्रतिशत से अधिक Below निविदाओं में 1 प्रतिशत की दर से अतिरिक्त परफार्मेंस सिक्वोरिटी ली जायेगी।
- (36) नेशनल ग्रीन ट्रिव्यूनल (एन0जी0टी0) के निर्देश के अनुरूप पोल्यूशन कन्ट्रोल के समस्त मानकों का अनुपालन सुनिश्चित किया जाये।
- (37) बिड कैपासिटी में दर्शाये गये अवशेष कार्यों के सम्बन्ध में अवशेष कार्यों की लागत सहित सूची संलग्न करना अनिवार्य होगा।
- (38) परिषद पत्रांक मु.अभि0-2/(1168/भाग-4/2005) /2022-1190 दिनांक 17.11.2022 द्वारा निविदाओंकी पारदर्शिता बनी रहे तथा और अधिक प्रतिस्पर्धात्मक दरें प्राप्त हो सकें हेतु अन्य विभाग समस्त पंजीकृत ठेकेदारों को Standard Bidding Document (S.B.D.) में Qualification of Bidders के Section 4.6 में दी गयी व्यवस्था के अनुसार बिड कैपासिटी की गणना संलग्न कराना अनिवार्य होगा, ('द' श्रेणी में पंजीकृत ठेकेदार के लिए मान्य नहीं) जो निम्न प्रकार है:-
- (F) Bid Capacity-The bidder should have the assessed available Bid capacity as per formula (ANM-B) should be greater than Estimated Value of the Work.  
A= Maximum Value of Civil Engineering works executed in any one year during the last five years (updated to current Financial Year price level@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.

(M = 0.50 if time of completion of work is less then 6 months)

(=01 if time of completion is greater then 6 months and less then equal 12 months)

B= Value of existing commitments and on going works to be completed during the period of completion of the project for which tenders are invited.

नोट :- 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.

For 08/5/26  
उप निदेशक (निर्माण)  
मण्डी परिषद, मुरादाबाद

प्रकाशन के लिए नहीं

पृष्ठांकन सं०:

/तददिनांक:

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

- 1 सम्पादक/व्यवस्थापक, दैनिक विधान केसरी मुरादाबाद, दैनिक जागरण, मुरादाबाद एवं दैनिक युगबन्धु मुरादाबाद को इस आशय से कि उक्त निविदा सूचना का प्रकाशन सरकारी दरों पर अपने समाचार पत्र में कम से कम (फ्रॉन्ट-9) स्थान एवं छोटे से छोटे अक्षरों में (एक दिन के लिए) प्रकाशित कराकर समाचार पत्रों की पाँच प्रतियाँ दरों को जिला सूचना अधिकारी से प्रतिहस्ताक्षरित कराते हुए बिल इस कार्यालय को प्रेषित करें।
- 2 आयुक्त महोदय, मुरादाबाद मण्डल, मुरादाबाद।
- 3 जिलाधिकारी महोदय, रामपुर, बिजनौर एवं सम्भल।
- 4 मुख्य विकास अधिकारी/अपर जिलाधिकारी, रामपुर, बिजनौर एवं सम्भल।
- 5 मुख्य अभियन्ता, मण्डी परिषद, उ०प्र०, लखनऊ।(मैसेज बाक्स)
- 6 संयुक्त निदेशक(निर्माण) जोन-2, मण्डी परिषद, नवीन मण्डी स्थल, पीलीभीत रोड, बरेली। (मैसेज बाक्स)
- 7 उपनिदेशक(प्र०/वि०)/सं०लेखाधिकारी, मण्डी परिषद, मुरादाबाद।
- 8 सचिव/सभापति, सम्बन्धित मण्डी समिति./ (मैसेज बाक्स)
- 9 समस्त उपनिदेशक(निर्माण), मण्डी परिषद, उ०प्र०।(मैसेज बाक्स)
- 10 समस्त पंजीकृत ठेकेदार मण्डी परिषद, मुरादाबाद।
- 11 संगणक/सम्बन्धित अवर अभियन्ता, मण्डी परिषद, मुरादाबाद को इस निर्देश के साथ कि निर्धारित तिथि तक निविदा अपलोड कराना सुनिश्चित करें।
- 12 सूचना पट पर चरखा करने हेतु।

For 08/5/26  
उपनिदेशक(निर्माण)  
मण्डी परिषद, मुरादाबाद

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

MORADABAD

Notice Inviting Tenders

No--220

Dated: 08.05.2026

- 1 The Dy. Director(Const.) on behalf of Director, Rajya Krishi Utpadan Mandi Parishad of Uttar Pradesh invites the percentage rate bids from the eligible and approved Contractors registered with UP PWD, class A, B, C and D as the case may be. **The Bidder may submit bids for any or all of the works.**

2

SL No	DISTRICT	Name of Work	Estimated cost (Rs.) Lacs	Bid Security (Rs.)	Cost of Bid Document	Time of Completion	Address of the D.D.C Executing the work	Address of J.D.C
1	2	3	4	5	6	7	8	9
24	Sambhal	मण्डी समिति सम्मल के क्षेत्रान्तर्गत सम्पर्क मार्ग सिंहपुर भदौरिया मार्ग से बड़ा ताजुद्दीनपुर तक मरम्मत कार्य। Tender ID- 2026 RKUMP 1146959 1	33.14	3.35	5900.00	04 Month	DDC Office Mandi Parishad C-8 Deendayal Nagar, Kanth Road, Moradabad	JDC (Constt.), Zone -2, Bareilly

- 3 Time allowed for completion of each work is as mentioned in column no. 7, including rainy season.
- 4 The bids shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of bids. Bids once submitted cannot be withdrawn.
- 5 Bids are to be submitted on line only.
- 6 In case of any discrepancy between the downloaded bid document and that available with the concerned Executive Engineer the bid document available in the office would be considered authentic.
- 7 Bids must be delivered to the office of the the Dy. Director (Const.) executing the work, the Dy. Director (Const.) mentioned in columns 8 & 9 of the table corresponding to the respective work on or before -----

Noon on ..... and the bids will be opened on the next working day , that is, on ----- at -----0 , in the office of the the Dy. Director (Const.) mentioned in columns 8 , in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt or opening of the bids as specified, the bids will be received and opened on the next working day, respectively, at the same time and venue, and validity of bid will be considered from the original date.

- 8 Bids must be accompanied with security of the amount specified for the work in the table. Bid security will have to be in any one of the forms Fixed Deposit Receipt of a scheduled commercial bank, NSC, Post office saving Bank issued in favour of concerned **Dy. Director (Const.) Mandi Parishad Moradabad.**
- 9 A bidder shall not be permitted to bid for works in the Division / Circle responsible for award and execution of contracts in which his or his spouse's near relatives (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive) bidder shall also submit an affidavit clearly mentioning the names and designation of relatives working in any capacity in the Division / Circle responsible for award and execution of work.
- 10 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State / Central Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- 11 Bid documents and other details consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen in the office of the Dy. Director (Const.) mentioned in column 8 of the table corresponding to the respective work between hours of ----- and ----- on any working day between ..... and .....
- 12 Any bidder who is having criminal record is not allowed to participate in the bidding process.
- 13 Any bidder who is registered with the state Bar Council is not allowed to participate in the bidding process.
- 14 For works costing more than Rs. 10.00 lacs each bidder is required to furnish in the form of an affidavit in the prescribed proforma ( Annexure -I ) all information's required for evaluation of the bidding capacity of the bidder Each bidder is required to satisfy himself about his bidding capacity before submitting his bid. Bidding capacity will be evaluated as mentioned in section 3. Bids of bidder who do not possess the required bidding capacity shall not be accepted in any case.
- 15 Bidder must submit all information's / documents on prescribed proforma (T-4, T-5, T-6) with each bid.

**Dy. Director (Const.)**

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

**For and on behalf of Director, Mandi Parishad of UP**

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

Dy. Director (Const.)

.....  
.....

**Date:**

## **SECTION – 2**

## Instructions to Bidders

### *Table of Clauses*

Clause	A. General	Clause	D. Submission of Bids
1	Scope of Bid	20	Deadline for Submission of Bids
2	Source of Funds	21	Late Bids
3	Eligible Bidders		E. Bid Opening
4	Qualification of the Bidder	22	Bid Opening
5	One Bid per Bidder	23	Process to be Confidential
6	Cost of Bidding	24	Clarification of Bids and Contracting the Employer
7	Site Visit	25	Examination of bids and Determination of Responsiveness
	B. Bidding Documents and Evaluation	26	Correction of Errors
8	Content of Bidding Documents	27	Evaluation and Comparison of Bids
9	Clarification of Bidding Documents	28	Preference for Domestic Bidders
10	Amendment of Bidding Documents		F. Award of Contract
	C. Preparation of Bids	29	Award Criteria
11	Language of Bid	30	Employer's Right to Accept any Bid and to Reject any or all Bids
12	Documents Comprising the Bid	31	Notification of Award
13	Bid Prices	32	Performance Security
14	Currencies of Bid and Payment	33	Advances
15	Bid Validity	34	Corrupt or Fraudulent Practices
16	Earnest Money		
17	Alternative Proposals by Bidders		
18	Format and Signing of Bid		
19	Sealing and Marking of Bids		

# 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 an 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 performa 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/ Upgradation 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.
- 15.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 15.6 **The Earnest Money may be forfeited:**
- a) if the Bidder withdraws the Bid after bid opening 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 initiating and dating it by the person or persons signing the Bid.

#### ***D. Submission of Bids***

17. All bids to be submitted on-line only. As per guideline envisaged in G.O No, 8/2017/836/23-07-17-176(SA)/06, dated 08 June 2017 . (Appendix-I )
- 17.1 All uploaded technical bids shall be opened by the department and later on bidders have to submit the hard copies of the relevant documents. Failing on which it shall be open for the Mandi Parishad authorities to proceed on legal course of action like black listing the bidder and lodging F.I.R . for the fraud lands as per G.O No. 1/2018/3070/78-2-2018/42I.T./2017(22, dated 03-01-2018 (Appendix-II)
- 17.2 The Bidder shall place his bid in one sealed envelopes.
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 Ist 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 in support of technical qualification may be verified by the employer from issuing authorities confidentially. In the same way financial instrument submitted as E.M.D.etc. may also be verified from the senior authorities of the bank.

### 21. Clarification of Bids and Contacting the Employer

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

### **22. 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 lowest evaluated Bid price.

ii. To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the work (applicable for work costing more than Rs. 10.00 Lac. )

##### **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..Moradabad  
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/ Building  
Works are: FOR ROAD WORKS

Name of the Equipment	Quantity
	Cost of works between Rs. 10.00 to 40.00 Lacs
1. Tar Boiler	
2. Mixture	
3. Concrete Mixture	
4. Water Tanker	
5. Diesel Road Roller (8-10 Ton Capacity)	
6. Vibratory Roller	
7. Tractor	
8. Truck	
9. Hot mix plant with sensor paver	
9. Air compressor	
10. Mechanical Broom	
11. Bitumen Distributor/ mechanical sprayer	
12. Tipper	
13. J.C.B.	
14. Pockland	
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 10 to 40 Lacs	
A. Degree Holder in Civil Engineering	--	Minimum 2 years of Experience
B. Diploma holder in civil engineering	01	Minimum 2 years of Experience
C. Others Specify	As per requirement of site bidder has to arrange	

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, D.D.C's, J.D.C.'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.....

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.** .....

(16.2)

Fixed Deposit Receipt must be drawn in favor of:

**Dy. Director (Const.) , R.K.U.M.P. M o r a d a b a d**

(16.2)

Other acceptable forms of Bid Security pledged in favor of : **Dy. Director (Const.), R.K.U.M.P Moradabad** 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

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

Moradabad..... Ph No .....



## **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 preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In lakhs)

1.3 1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge
-------	---

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 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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.7 Evidence

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

---

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 one year calculated from the Completion Date in case of building works/Service.

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

The Employer ( Deputy Director- Construction ) 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.

## 7. Personnel

7.1 The Contractor shall employ for the construction work the technical personnel named in the Appendix or other technical persons approved by the Engineer. 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.

## 8. 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.

## 9. 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 Redressal System**

20.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, 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, Mandi Parishad, U.P..

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

21.5 Subject as aforesaid the provision of the Arbitration acts 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 D.D.C. 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.U.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.U.P

## **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.

22.2 The Contractor shall submit the list of equipment and machinery as required being brought to site, the list of key personnel being deployed, the list of machinery/ 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.

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

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

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

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)  $1/8^{\text{th}}$  of the value of entire contract work up to  $1/4^{\text{th}}$  of the period allowed for completion of construction
- (2)  $3/8^{\text{th}}$  of the value of entire contract work up to  $1/2$  of the period allowed for completion of construction
- (3)  $3/4^{\text{th}}$  of the value of entire contract work up to  $3/4^{\text{th}}$  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 performed 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 with in 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 finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 60 days thereafter.

#### 43. 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 **organized crime or gangster activities or Mafia or Goonda or Anti social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**
- b. The bidder has to 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] **DIRECTOR, MANDI PARISHAD OF UTTAR PRADESH** represented by Dy. Director, **R.K.U.M.P**  
**Moradabad**

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

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

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

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

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

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

**Signature of the contractor**

**SECTION - 8**

Letter of Acceptance and Other Forms  
Deputy Director (Construction) Rajya  
Krishi Utpadan Mandi Parishad,

Moradabad

NO. .... DATED .....  
LETTER OF ACCEPTANCE

To,

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

This is to notify you that on behalf of the Employer, the Dy. Director (Const.), R.K.U.M.P. Moradabad has accepted your Bid dated .....for execution of the District- ..... for the Contract Price of Rs. .... (Rs ..... only ) is hereby accepted by our Agency.

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

Yours faithfully,

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

No. & Dated as above.

Copy to A.ER.K.U.M.P. .... for information & necessary action.

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

## (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 2005 . between Dy. Director (Const.) ,

R.K.U.M.P. M o r a d a b a d

(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; and

ix) Any other document listed in the Contract Data as forming part of the contract.

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

The Common Seal of

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

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 authorised representative

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

Binding Signature of Contractor

[Redacted signature area]