

## **OFFICE OF PROJECT OFFICER, DUDA, G.B. NAGAR**

**Name of Work-** निकाय दादरी वार्ड न0 16 मौहल्ला नावेद वाली प्रवीन मैम्बर के प्लाट से प्रदीप शर्मा सैतली वाले के मकान तक सी0सी0 रोड व नाली निर्माण कार्य।

**NIT No.** 26/DUDA/GB Nagar/Nirmaan/2026

**Dt.** 16-05-2026

Estimated cost of Work : Rs 19.5682 Lacs

Earnest Money : Rs. 1.95682 Lacs

Tender Document Cost : Rs. 2000/=

Validity of Bid : 90 Days

**SECTION-1****List of Important Dates of Bids**

1.	Name of Work	निकाय दादरी वार्ड न0 16 मौहल्ला नावेद वाली प्रवीन मैम्बर के प्लाट से प्रदीप शर्मा सैंतली वाले के मकान तक सी0सी0 रोड व नाली निर्माण कार्य।
2.	Project of Completion	Till 31-12-2026
3.	Date and reference of NIT	Dt. 16-05-2026 26/DUDA/GB Nagar/Nirmaan/2026
4.	Period of availability of bidding documents on website www.etender.up.nic.in	16-05-2026 To 21-05-2026
5.	Date, Time and place of pre-bid meeting	N.A.
6.	Deadline for receiving the bids online	21-05-2026 05.00 P.M.
7.	Time, Place and deadline for receiving tender	21-05-2026 05.00 P.M.
8.	Date, Time and Place of Opening the Bids	22-05-2026 02.00 P.M. Office of Project Officer, DUDA, G.B. NAGAR
9.	Date, Time and Place of Opening Financial Bids	To be Intimated Online after Evaluation of Technical Bids, Place-DUDA, G.B. Nagar
10.	Last date of Bid validity	90 days from end of Bid Submission Closing date
11.	Officer Inviting Bids	Project Officer, DUDA, G.B. Nagar
12.	Tender hardcopy submission closing date	As per requirement informed to Bidder

**Notice Inviting Tender****NIT No.: 26/DUDA/GB Nagar/Nirmaan/2026****Date: 16-05-2026**

1. The Project Officer, DUDA, G.B.NAGAR, invites the percentage rate bids from the eligible and approved contractors, bidders are advised

2.

SI No.	Area of Work	Name of Work	Estimated Cost (Rs. In Lacs)	Bid Security (Rs. In lacs )	Cost of Bid Document (Rs.)	Time of Completion	Address of Project In Charge
1	2	3	4	5	6	7	8
2	District G.B.Nagar	निकाय दादरी वार्ड न० 16 मौहल्ला नावेद वाली प्रवीन मैम्बर के प्लाट से प्रदीप शर्मा सैतली वाले के मकान तक सी०सी० रोड व नाली निर्माण कार्य।	19.5682	1.95682	2000/=	Till 31-12-2026	Project Officer

3. Time allowed for completion of work is Till 31-12-2026, Including rainy season.
4. The bids shall remain valid for acceptance for a period of 90 Days (Ninety Days) from the last date of submission of bids. Bids once submitted and hence, submission date ended cannot be withdrawn.
5. Bids must be accompanied by non-refundable fee as indicated in Column 6 of the above table, in the form of NEFT from any bank in account number 86902200017584 having IFSC code CNRB0018690, for amount indicated in favour of "DISTRICT URBAN DEVELOPMENT AUTHORITY, G.B. NAGAR" in Bank Name CANARA BANK, SURAJPUR, G.B.NAGAR branch. A set of bidding documents will be available online on website [www.etender.up.nic.in](http://www.etender.up.nic.in).
6. Bids can be downloaded only from date 16-05-2026 to 21-05-2026 5:00 P.M. and bid can be submitted online on or before 21-05-2026 05:00 P.M. The technical bids will be opened online on date 22-05-2026 02:00 P.M. If the office happens be closed on the date of opening of the bids as specified, the bids will be opened online on the next working day respectively, at the same time and validity of bid will be considered, from the original date. The date and time of opening of the financial bid shall be notified on website. The Financial bids shall be accordingly opened online.
7. Bids must be accompanied with security of the amount specified for the work in the table.
8. Bid security will have to be in forms of FDR and shall be valid for 90 days beyond the validity of the bid. Bid security is given in favour of "Project Officer, DUDA, G.B.NAGAR" payable at G.B.NAGAR in the form of FDR.
9. Bidder has to transfer the tender fee via separate electronic transfer for each tender and hence, upload a scan copy of Transfer confirmation from bank with Unique Transaction Number.
10. The bid security shall be refunded after successful award of tender.
11. The bidder must attach his bank details verified from his bank. For those bidder the verified bank details are not annexed the EMD will be returned only after due verification of bank account.

12. Bidder has to upload and submit Tender documents all affidavits as per clause of I.T.B., Tender Cost, Earnest Money and all certificates in original in the office of "Project Officer, DUDA, G.B.NAGAR" on or before hard copy submission shall be done after opening of financial bid and within 2 working days or as per intimation by the Project Officer, DUDA.
13. In case of any discrepancy between the downloaded bid document and that available with the concerned officer in charge, the bid document available in the online mode would prevail. Any discrepancy will not be allowed at the later stage and hence, the bid is liable to reject with MD forfeiture.
14. The department is independent to take necessary actions against the bidder presenting the discrepancy documents and also the bidder is liable to be black listed, if the documents are found to be false or forged.
15. Bids must be accompanied with security of the amount specified for the work in the table.
16. Bid security will have to be in the forms as specified in the bidding document.
17. A bidder shall not be permitted to bid for works in the Zone responsible for award and execution of contracts in which his or his spouses near relatives (defined as first blood relations, and their spouses) is posted as employee in DUDA.
18. No Engineer of gazetted rank or other Gazetted officer employed in engineering or administrative duties in an Engineering Department of the State / Central Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
19. 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 completed with by the Contractor can be seen in the office of the "Project Officer, DUDA, G.B.NAGAR" as mentioned in column 8 of the table corresponding to the respective package between hours of 11.00 am and 04.00 pm on any working day before tender bid closing date and time.
20. Any bidder who is having criminal record is not allowed to participate in the bidding process.
21. Any bidder who is registered with the state Bar Council is not allowed to participate in the bidding process.
22. Bidder must upload and submit information/document on prescribed Performa i.e. T4, T5, T6 with bid and photocopy of GST No., PAN, Labour Registration (if applicable).
23. Each bidder is required to furnish an affidavit on a non-judicial stamp paper of Rs. 10/- giving all information's on prescribed Performa's required for evaluation of the bidding capacity of the bidder. Provided that Section-3 and T-6 affidavits are to be provided on 100/- non-judicial stamp paper.
24. Department has right to reject any or all tender without showing any reason(s).
25. All work shall be carried out as per latest U.P. P.W.D. specification, latest MORT&H / MORD specification and also as per latest circulars of Engineer in Chief UP PWD.

26. All rates are inclusive of Contractor's Profit, royalty, T&P, etc. by whatever name but Included G.S.T. and Included labour cess. The payment of G.S.T and Labour cess will be made as per latest Government orders.
27. Complete detailed documents of -tender can be downloaded from web portal [www.etender.up.nic.in](http://www.etender.up.nic.in) on prescribed dates as per press note.

Project Officer  
DUDA, G.B. NAGAR

## Section-2: Instructions to Bidders

### A. General

#### 1. Scope of Bid

1.1 The Employer invites bids for the construction of works as described in these documents and referred to as “the works”. The name of works is provided in section-1. The bidders may submit bids for all the works detailed in the given B.O.Q. of the tender.

1.2 The successful bidder will be expected to complete the works within the stipulated time mentioned the schedule of work.

1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives {bidder/tender. Bid/tender, bidding/tendering. Etc.) are synonymous.

#### 2. Scope of Funds

2.1 The source of funds as MUKHYA MANTRA NAGRIYE ALPVIKSHIT MALINBASTI VIKAS YOJNA

#### 3. Eligible Bidders

3.1 For works costing less than or equal to Rs 10.00 Lacs invitation for bids is open to all category of contractors (bidders).

3.2 For works costing more than Rs 10.00 Lacs invitation for bids is open to bidders to contractors of category A/B/C, who qualify in their bidder’s capacity.

3.3 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.

3.4 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.

3.5 Any bidder who is an advocate and registered with any State Bar Council shall not be allowed to participate in the bidding.

3.6 If it is established that the contractor is registered with the state bar council, his bid shall be automatically cancelled.

3.7 This Invitation for Bids is open to contractor having relevant experience as defined in the appendix to ITB/general/technical condition/special conditions (For work costing Less than 10 lakhs this condition is not applicable).

3.8 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.

3.9 The bidder has to produced character certificate, Solvency certificate (Hasiyat), self-declaration affidavit (on the prescribed Performa which is attached with the bid document) etc., issued by the competent authority in original with bid document.

**4 Qualification of the Bidder (Applicable for works costing more than 10.00 Lakhs)**

- 4.1 All bidders shall provide in Section 3. Forms of Bid and Qualification information, preliminary description of the proposed work method and schedule, including drawings and Chars, as necessary.
- 4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB.
  - 4.2.1 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;
  - 4.2.2 Total monetary value of civil construction works performed for each of last five years.
  - 4.2.3 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;
  - 4.2.4 Evidence of ownership of major items of construction equipment or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
  - 4.2.5 Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause of the ITB.
  - 4.2.6 reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
  - 4.2.7 an undertaking that the bidder will be able to invest a minimum of cash up to the 30% of the contract price of works, during the implementation of the works;
  - 4.2.8 Evidence of access to line 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.)
  - 4.2.9 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;
  - 4.2.10 Proposal for subcontracting the components of the works for construction/Upgradation aggregating not more than 25% of the contract price:
  - 4.2.11 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.
- 4.3 Bids from joint venture are not allowed.
- 4.4 To qualify for award of the Contract, each bidder should have in the last five years:
  - 4.4.1 Achieved in any one year a minimum of estimated cost of work as 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.
  - 4.4.2 Also achieved an average turnover of at least value to estimated cost of work in last 5 years.
  - 4.4.3 Satisfactorily completed work of similar nature in last 3 years, as prime Contractor,
    - 4.4.3.1 For works up to 15 lakhs, at least works of 25 lakhs, or
    - 4.4.3.2 For works up to 30 lakhs, at least works of 75 lakhs, or
    - 4.4.3.3 For Works greater than 30 Lakhs, at least works of 2 crores.

- 4.5.1 Each bidder must produce:
  - 4.5.1.1 The current income-tax clearance certificate;
  - 4.5.1.2 An affidavit that the information furnished with the bid documents is correct in all respects; and
  - 4.5.1.3 Such other certificates as defined in the General / Technical Condition. Failure to produce the certificates shall make the bid non-responsive.
- 4.5.2 Each bidder must demonstrate:
  - 4.5.2.1 Availability for construction work, of the owned, key equipment including equipment required for establishing field laboratory to perform mandatory tests.
  - 4.5.2.2 Availability for construction work of technical personnel. (Refer Annexure also)
  - 4.5.2.3 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 10 of the contract values;
- 4.5.3 The bidder must not have in his employment:
  - 4.5.3.1 The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons.
  - 4.5.3.2 Without Government permission, any person who retired as gazetted officer within the last two years of any engineering department, board or PS etc.
- 4.6 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.
- 4.7 Sub-contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above.
- 4.8 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 works executed in any one year during the last ten 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).

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.

M =M is taken 2.5

Note:

1. 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 counter signed by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

2. The current value for the purpose of calculation of escalation will take as 8% and can be calculated as per below table:

Year	Escalation Factor
2021-22	1
2020-21	1.08
2019-20	1.1664
2018-19	1.2597
2017-18	1.3605
2016-17	1.4693
2015-16	1.5869
2014-15	1.7138
2013-14	1.8509
2012-13	1.9990

- 4.9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- 4.9.1 Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- 4.9.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- 4.9.3 Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

## 5. **One Bid per Bidder**

- 5.1 Each Bidder shall submit only one Bid for one work; A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

## 6. **Cost of Bidding**

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

## 7. **Site Visit**

- 7.1. The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize 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 section 1.

## **B. Bidding Documents**

### **8. Content of Bidding Documents**

- 8.1. The set of bidding documents comprises the documents listed below:
- 8.1.1. Notice inviting Tender.
- 8.1.2. Instructions to Bidders.
- 8.1.3. Qualification Information.

- 8.1.4. Condition of Contract (Part I - General Conditions of Contract, Part II - Technical Conditions of Contract, Part III - Bill of Quantities Preamble of Contract and Part IV-Other Conditions of Contract)
- 8.1.5. Specifications.
- 8.1.6. Drawings
- 8.1.7. Bill of Quantities & Schedule of Work.
- 8.1.8 Form of bid
- 8.1.9. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee, Undertaking by the Renderer.
- 8.1.10. Bank Certificate, Format of Bank Guarantee & Performance Guarantee.
- 8.2. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

## **9. Clarification of Bidding Documents and Pre-bid Meeting**

- 9.1. 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 the description of enquiry, but without identifying its source.
- 9.2 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.
- 9.3. Minutes of the meeting, including the text of the questions rose (without identifying the source of the enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.
- 9.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **10. Amendment of Bidding Documents**

- 10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.
- 10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by online mode only to all purchasers of the bidding documents. Prospective bidders shall keep a track of the entire addendum issued by the Employer till the last date of submission of tender.
- 10.3 To give prospective bidders, reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 'Submission of Bids' of ITB.

## **C. Preparation of bid**

### **11. Language of the Bid.**

- 11.1. All documents relating to the Bid shall be in the English or Hindi language only. If

documents produced are in any other language, then these documents are either converted into said language(s) or hence, certified from competent authority regarding authenticity of documents.

## 12. Bid Prices

- 12.1. The Contract shall be for the whole Works, as described in Clause of ITB, based on the priced Bill of Quantities submitted by the Bidder.
- 12.2. The Bidder shall adopt the Percentage Rate/ Item-Rate Method as required in the ITB; only the same option is allowed to all the Bidders.
- 12.3. Percentage Rate/ Item Rate Method require the bidder to quote a percentage above / below/ at par or item-wise of the schedule of rates specified in the Appendix to ITB.
- 12.4. All duties, taxes (Included G.S.T), Included Labour Cess, 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.
- 12.5. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment

## 13. Currencies of Bid

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

## 14. Bid Validity

- 14.1. Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. Bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause of ITB in all respects.

## 15. Earnest Money

- 15.1. The Bidder shall furnish as part of the Bid, Earnest Money for this tender as mentioned in NIT.
- 15.2. The Earnest Money shall be in the form of RTGS as mentioned in NIT
- 15.3.
- 15.4. Any bid not accompanied by an acceptable Earnest Money, unless exempted, shall be rejected by the Employer as non-responsive.
- 15.5. The Earnest Money of unsuccessful bidders will be returned within 28 days after allotment of tender.
- 15.6. The Earnest Money may be forfeited:
  - 15.6.1. If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity.
  - 15.6.2. In the case of a successful Bidder if the Bidder, fails within the specified time limit to sign the Agreement.

## 16. Alternative Proposals by bidders

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

**17. Format and signing of bid**

- 17.1. The Bidder shall submit one set of the bid comprising of the documents as described in Clause of ITB in online mode. The successful bidder/L1 has to submit the documents in original, when required or demanded by the office.
- 17.2. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 17.3. The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

**D. Submission of Bids**

**18. Sealing and Marking of Bids**

- 18.1. The Bidder shall place the two separate envelopes (called inner envelopes) marked "Technical Bid" and "Financial Bid" in one outer envelope. The inner envelopes will have markings as follows:
- 18.1.1. Technical Bid: Online technical bid will .be opened on date and time of Technical Bid opening as per section I.)
- 18.1.2. Financial Bid: Financial Bid will be opened online at date and time specified in the section-I. The contents of the Technical and Financial Bids shall be as specified in ITB.

**19. Deadline for Submission of Bids**

- 19.1. Complete Bids (including Technical and Financial) must be received by the Employer through online mode not later than the date and time indicated in the NIT.
- 19.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause of IT, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 19.3. Hard copies of bid as mentioned in Section-I must be submitted in original when asked by the office before date and time specified.

**20. Late Bids**

- 20.1, The bids will be submitted online up to the time specified

**E. Bid Opening and Evaluation**

**21. Bid Opening**

- 21.1. The Employer will open the bids received (except those received late) in the presence of the bidder's/bidder's representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the opening of bids being declared a holiday for the Employer the Bids will be opened at the appointed time and location on the next working day.

- 21.2. The envelope containing the technical bid shall be opened. The inner envelope marked "cost of bidding document downloaded from the Internet" will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- 21.3. In all other cases, the amount of Earnest Money forms and validity shall be announced. Thereafter the bidder's names and such other details as the Employer may consider appropriate will be announced by the Employer at the opening.
- 21.4. The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause of ITB.
- 21.5. Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause of ITB, shall be taken up, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 21.6. The online financial bids of bidder whose technical bids are found responsive will be opened on the date and time specified in section I. In the event of the specified date being declared holiday for the Employer, the bids will be opened at the appointed time and location on the next working day. Bidder or their representative may attend the meeting of opening of financial bids.
- 21.7. At the time of the opening of the "Financial Bid" the names of the bidders whose bids were found responsive in accordance with clause of IT will be announced. The financial bids of only these bidders will be opened. The responsive bidder's names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.
- 21.8. The Employer shall prepare the minutes of the opening of the Financial Bids.

## **22. Process to be Confidential**

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

## **23. Clarification of Bids and Contacting the Employer**

- 23.1. No Bidder shall contact the Employer in any matter relating to its bid from the time of the bid opening to the time, the contract is awarded.
- 23.2. 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.

## **24. Correction of Errors**

- 24.1. The technical and financial bids are to be submitted online on prescribed format. No correction/modification will be allowed after opening of technical/ financial bids. Any mistakes in submitting the bids online will result in disqualification of the bid.

## **25. Evaluation and Comparison of Bids**

- 25.1. The Employer will evaluate and compare only the bids the determined to be substantially responsive in accordance of ITB.
- 25.2. 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 earnest money of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer which shall be final binding and conclusive on the bidder.

- 25.3. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of routine maintenance of works to be performed for five years under the contract, the Employer may require the Bidder to produce detailed price analyses for routine maintenance. After its evaluation, the Employer may require that the amount of the performance security set forth in Clause be increased at the expense of the successful Bidder to 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.

## **26. Price Preference**

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

## **E. Award of Contract**

### **27. Award Criteria**

- 27.1. Subject to Clause of IT the Employer will award the Contract to the Bidder whose Bid has been determined:
- 27.1.1. To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause of IT and (b) qualified in accordance with the provisions of Clause of ITB; and
  - 27.1.2. To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

### **28. Employer's right to accept any Bid and to reject any or all Bids**

- 28.1. Notwithstanding Clause of ITB the Employer reserves the right to accept or reject 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.

### **29. Notification of Award and Signing of Agreement**

- 29.1. The bidder who's Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email or confirmed by registered letter. This letter 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")
- 29.2. The notification of award will constitute the formation of the Contract.

29.3. The Agreement will be signed by the Employer and the successful bidder on prescribed format.

**30. Performance Guarantee**

30.1. Within 15 (Fifteen) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of ten percent of the Contract Price, for the period of 6 months from the end of the work and the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses of ITB and Clause Part I General Conditions of Contract and sign the contract.

30.2. The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, pledged/issued in favour of "OFFICER», "DEPTT», «City» Scheduled Commercial Bank.

30.3. Failure of the successful Bidder to comply with the requirements of Clauses shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating future bids under DUDA for one year. Performance Guarantee in form of affidavit on Rs.100/- paper will be submitted by the contractor after completion of project for defect liability period of 6 months from completion of work and handing over the project.

**31. Advances:**

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

31.2.

**32. Corrupt or Fraudulent Practices.**

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

**G. Cost Control**

**33. Bill of Quantities**

33.1. The Bill of Quantities shall contain items for the construction, installation, erection, testing, and commissioning works.

33.2. 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.

**34. Variations**

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

**35. Payments for Variations**

35.1. If rates for variation items are specified in Bill of Quantity, the Contractor shall carry out such work at the same rate. 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.

35.2. The Contractor shall within 14 days of the issue of order of variation work inform the Engineer the rate which he proposes to claim, supported by analysis of the rate. The Engineer shall assess the quotation and determines 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 scheduled of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final binding on the Contractor.

### **36. Cash Flow Forecast**

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

### **37. Payment Certificates**

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

37.1.1. The Contractor shall submit to the Engineer 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 of Junior Engineer "DEPTT», «City»,

37.1.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.

37.1.3. The value of work executed shall be determined based on measurements by the Engineer.

37.1.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

37.1.5. The value of work executed shall also include the valuation of Variations and Compensation Events.

37.1.6. 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

### **38. Payments**

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

38.2. 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.

### **39. Compensation Events**

39.1. The following shall be Compensation Events unless they are caused by the Contractor:

39.1.1. The Engineer orders a delay or delays exceeding a total of 30 days.

39.1.2. The effects on the Contractor of any of the Employer's Risks.

39.1.3. If a Compensation Events would prevent the Works being completed before the intended Completion Date, the intended Completion Date shall be extended. The Engineer shall decide whether and by how much the intended Completion Date shall be extended.

### **40. Tax**

40.1. The rates quoted by the Contractor shall be deemed to be Included of the GST and other levies, duties, royalties, Cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**41. Currencies**

All payments will be made in Indian Rupees.

**42. Traffic Management**

42.1. Contractor will be responsible for the traffic management during the construction period. Contractor will be responsible for maintain free flow of traffic. Proper barricading /signboards for diversion will be arranged and installed by the contractor in the construction zone. Nothing extra will be paid on this account.

**Appendix to Invitation to Bidder's (ITB)**

As per annexure attached/requirement of the site/instruction given by engineer-in-charge.
As per annexure attached/requirement of the site/instruction given by engineer-in-charge.
The bidder must provide an affidavit stating that the near relation of the following departmental officers is not in his employment J.E.'S, A.E.'S, E. E's/E.O.'S, and other staff of equivalent rank or above rank.
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., Nagar Vikas, Nagar Palika, Nagar Nigam, 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.
No pre-bid meeting to be held
1. Bids may be submitted only in Percentage Rate Method 2. Schedule of Rate applicable for Percentage Rate Method is: As mentioned in the bill of quantities for percentage rate bids
For tender amount quoted below the estimated rate, the following conditions shall apply: 1. 0.50% per 1% below up to 10% below of BOQ. 2. 1% per 1% below, above 10% below of BOQ. 3. Part will be rounded off to near percentage upward
The amount and validity period of the performance guarantee is: Amount: 5% of the contract price Validity Period: -As per SBD (i) Performance security shall be valid until a date 45 days after the expiry of Defect Liability Period of 6 months after intended completion date. (ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.
The Minimum amount of Solvency Certificate should be Rs.50,00,000.00. Solvency certificate should be issued from D.M.
Directives issued from the Principal Secretary; U.P. Govt. Vide letter No. 3385/86-2015-292/2015 dated 15-oct-2015 has to be followed mandatory
Any old material recovered from site like bricks, pipes, iron bars etc., is the property of DUDA, G.B.NAGAR. The second party is bound to submit those with DUDA, G.B.NAGAR within 10 days from dismantling from the site.
If there is any short fall in the old material then a report from engineer-in-charge need to submitted along with the material so shortfall. If the report is not submitted with the old material submitted, then the material will be considered as 100% and the deduction in running bill will be made accordingly.
The bidder has to submit proof of GST clearance up to Mar 2021. For this copy of latest GST return is to annex. Additionally, bidder has to give affidavit regarding no dues pending with any department.



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

A. Existing commitments and on-going construction work:

Description of Work	Place & State	Contract No. & Date	Name & Address of Employer	Value of Contract (Rs. In Lacs)	Stipulated period of Completion	Value of works remaining to be completed (Rs. In Lacs)	Anticipated Date of Completion

B. Works for which bids already submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. In Lacs)	Stipulated period of Completion	Date when decision is expected	Remarks if any

1.4 Available of Major Items of Contractor's Equipment proposed for carrying out the works. List of information requested below. Refer also to Clause of the Instructions to Bidders.

Item of Equipment	Description, Make and Age (years) and capacity	Condition (new, good, poor) and number available	Owned, Leased (from whom?) or to be purchased

1.5 Qualifications of technical personnel proposed for the contract refer also of the Instructions to Bidders and General Conditions of Contract

Position	Name	Qualifications	Year of Experience		
			Road Works	Building Works	Others

1.6 Financial Reports for the last five years: Balance Sheets, Profit and Loss Statements, Auditors' Reports etc. list Below and attach copies

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

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1.8 Name, Address and Telephone. Telex and facsimile numbers of banks that may provide references if contacted by the employer.

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1.9 Information on current Litigations in which bidder is involved

Name of other Party	Cause of Dispute	Litigation where (Court/Arbitration)	Amount involved

1.10 Proposed programme (Work method and schedule). Description, drawings and chart as necessary to comply with the requirements of the bidding document

## **SECTION- 4 (PART - I) General Conditions of the Contract**

### **A. General**

#### **1. Definitions**

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

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

Compensation Events are those defined in Clause hereunder.

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

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

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

The Contractor is a person or corporate body who's Bid to carry out the works, including routine maintenance, has been accepted by the Employer.

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

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

Days are calendar days; months are calendar months.

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

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 five years calculated from the Completion Date.

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

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including routine maintenance.

The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in

replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

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

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

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

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

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

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

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

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

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

A Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.

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

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

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

## **2. Interpretation**

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

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

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

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I.
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities, and
- (11) Any other document listed in the Contract Data.

### **3. Language and Law**

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

### **4. Engineer's Decisions**

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

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

### **5. Delegation**

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

### **6. Communications**

6.1 All Certificate, notices or instructions to be given to the contractor by Employer / Engineer shall be sent on the address or contact details given by the contractor in Section 6-Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. 7 Subcontracting

## **7. Personnel**

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

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 other than the excepted risks, referred to in clause, are the responsibility of the Contractor.

## **11. Site Investigation Reports**

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

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

12.1 The Contractor shall construct, and install and maintain 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 Data.

### **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:

- The Engineer
- The Employer

- The Ministry of Rural Development, Government of India.
- National Rural Roads Development Agency, New Delhi

## 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 arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

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

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

Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.

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

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

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

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

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

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

## **B. Time Control**

### **22. Programme**

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

22.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipment's 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 Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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

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 by the Engineer**

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

## **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 equipment's as specified in the Contract Data. The contractor shall be solely responsible for: Carrying out the mandatory tests prescribed in the Specifications, and for the correctness of the test results, whether preformed in his laboratory or elsewhere

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

## **27. Correction of Defects noticed during the Defect Liability Period for one year.**

27.1.1 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.

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

27.2. The RFI system will be followed for execution of work.

## **28. Uncorrected Defects**

28.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 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, maintaining works, and lump sum figures for yearly routine maintenance for each of the five years separately, 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. The payment to the Contractor is performance based for routine maintenance of roads.

### **30. Variations**

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

### **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 only up to the limit prescribed in the

contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause for quantities (higher or lower) exceeding the deviation limit.

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

## 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:

- (a) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books authorised by U.P.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 clause of GCC.

## 34. Payments

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

34.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.

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 Engineer 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.

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

37.1 The Employer shall retain security deposit of 5% of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No. security deposit/ retention shall be retained from the payments for Routine maintenance of Works.

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

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

37.4 The performance security equal to the five percent of the contract price in Clause of Conditions of contract is repaid to the contractor when the period of 6 months fixed or defect liability period is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.

37.5 If the contractor so desires then the Security Deposit can be converted into any interest-bearing security of schedule commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer for Defect Liability Period.

### **38. Liquidated Damages**

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

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 and Maintenance**

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

### **41. Taking Over**

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

### **42. Final Account**

42.1 The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the correct and complete. If the account is not correct or complete, the engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

42.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause. 1 above, the engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

### 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 Data.

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

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

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, and performance security. 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 Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of

any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

#### **49. Criminals are prohibited from bidding**

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

49.2 The bidder has to produced character certificate, Solvency certificate, self- declaration affidavit (on the prescribed Performa which is 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

## Contract Data to General Conditions of Contract

1. The Contractor shall abide by the instructions / decisions given by officials of DUDA, G.B.NAGAR.
2. The Employer is
  - 2.1. Designation : Project Officer
  - 2.2. Telephone, Mobile and E-mail : as mentioned above
3. The location of the site is within the limits of DUDA, G.B.NAGAR.
4. The start date shall deem to be 15 days after the date of issue of the notice to proceed with work/ letter of intent.
5. The works shall, inter-alia, include the following, as specified or as directed.
  - 5.1. Road Works
    - 5.1.1. Site clearance; setting-out and layout; widening of existing carriageway and strengthening including chamber corrections; construction of new road bituminous pavements remodeling/construction of junctions, intersections, supplying and placing of drainage channels, flumes, guard posts and other related items;
    - 5.1.2. construction/extension of cross drainage works, bridge, approaches and other related items; road markings, road signs and kilometre/hectometre stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works; rectification of the Defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the Drawings and provisions of the contract to ensure safety and planting of trees along the roads.
  - 5.2. C.D. Works including bridges
    - 5.2.1. Site clearance; setting out, provision of foundations, piers abutments and bearings; pre-stressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/down- take pipes, provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the Site and handing over the works on completion; rectification of the Defects during the Defects Liability Period and submission of "AS-built" drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the contract and to ensure safety.
  - 5.3. Building Works
    - 5.3.1. Site clearance; setting out, provision of foundations, brick work CC work, flooring, doors, windows, plastering, colour washing and painting making of drains water supply and sanitary works etc. may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the contract and to ensure safety.
6. Approximate Quantity of various items of work is given in the enclosed BOQ. However, DUDA, G.B.NAGAR reserves the right to award any stretch or chainages out of the total work available with DUDA, G.B.NAGAR at its sole discretion. for which no claims shall be entertained from Contractor. The work is to be done for all leads and lifts for sources of material and actual

ground levels. The Quantities indicated in BOQ are tentative and can be altered at the sole discretion of DUDA, G.B.NAGAR without assigning any reason, subject to deviation.

7. DUDA, G.B.NAGAR reserves the right to do following acts and deeds without assigning any reason.
  - To accept any bid or reject all bids.
  - To cancel the bidding process at any time prior to award of the contract without thereby incurring any liability to the affected bidder/(s) or any obligation to inform the affected bidder/(s) of the grounds for such action.
8. The Bidder shall strictly follow the technical specifications and other such reference codes or specification as applicable for the main contract. Any deviation from the same will render the work unacceptable and ineligible for payment.
9. All tests required to confirm the quality checks at site as per technical specifications shall be done in any laboratory approved by Consultant at cost of the Bidder.
10. The Bidder shall identify source of materials and got approved by the consultant in advance as per the specification and shall be responsible for the quality of material leads, leasing, borrowing, royalty, rent of land and any other charges for use of the same in road construction. DUDA, G.B.NAGAR shall not be responsible in any manner on this account.
11. The Contractor shall be liable / responsible for total implementation in strictest term all the laws, rules & regulations pertaining to the environmental protection pertaining to this work. DUDA, G.B.NAGAR through its environment protection expert shall see and enforce the provisions in this respect. However, DUDA, G.B.NAGAR shall be indemnified by the Contractor and be absolved of all liabilities & responsibilities against any default on this account by the Contractor.
12. The Contractor will abide by various documents such as Quality Plan, method statement, Construction programme, traffic management and safety management plans as prepared by DUDA, G.B.NAGAR.
13. The Contractor shall make his own arrangement for Water & Power for Erection for which DUDA, G.B.NAGAR shall not be responsible.
14. The law which applies to the Contract is the law of Union of India.
15. The Contractor shall make his own arrangement for labour, hutment and storage space for material / plant etc. and "DEPTT», «City» will not be responsible for the same.
16. The Contractor shall make his own arrangement for H.S. Diesel and oils for his Plant & Machinery and "DEPTT», «City» shall not be responsible for supplying the same under any conditions.
17. Consumption of material / Machines / T & P supplied by "DEPTT», «City» shall be calculated as per norms. Excess material / Machine / T & P shall be returned in good condition otherwise cost @ 1.5 times of the rate shall be deducted.

18. The work is to be executed in accordance with the programme. In case the progress is not found in accordance with the programme given, the penalty of 1% of the amount of work order will be imposed per week subject to a maximum of 20% of value of the work order.
19. If the contractor does not increase progress as per programme, another contractor may be deployed on the work by debiting the cost of work to the renderer. In addition to this, security money deducted and performance guarantee shall be forfeited.
20. Amount and Deductible for insurance are:

Item	Amount to be insured	Deductibles
A	Loss of or damage to the works, plants and materials	10 % of contract value
B	Loss of or damage to equipment's	2.50 % of Contract Value
C	Loss of or damage to property (except the works, plant, Materials and Equipment) in connection with the contract	1.00 % of contract value
D	Personal Injury or death	Up to contract value Rs 2 Crores
		Rs 2 Lacs per occurrence for maximum three occurrences
	For contract value more than Rs 2 Crores	Rs 2 Lacs per occurrence for maximum six occurrences

21. The loss/ damage of properties of "DEPTT», «City» if occurred due to negligence of the renderer it shall be made good /compensated by the contractor as per direction, decision of Engineer-In-Charge.
22. Bids from Joint venture are not allowed.
23. The period for submission of the programme for approval of Engineer shall be TEN days from the issue of Letter of Acceptance.
24. The updated programme shall be submitted at interval of 30 days.
25. The amount to be withheld for late submission of an updated programme shall be Rs. 10,000=00 per day for contract value up to 2 Crores and Rs. 20,000=00 per day for contract value above Rs. 2 Crores.
26. Milestones to be achieved during the contract period
- 26.1. 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction

- 26.2. 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction
- 26.3. 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of construction
27. Amount of liquidated damages for delay in completion of works shall be for whole work 1% of the initial contract price, rounded off to nearest thousands, per week.
28. Maximum limit of liquidated damages for delay in completion of work shall be 10% of the initial contract price rounded off to the nearest thousand.
29. The period to setup field laboratory shall be 7 days from the date of agreement or start of work, whichever is earlier.
30. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 %.
31. Payment shall be made for the actual quantity of works executed by the contractor based on monthly bills duly certified by "DEPTT», «CITY» Site Engineer. No payment shall be made in respect of work not accepted by "DEPTT», «CITY»
32. Payment that may be made periodically to the contractor will be the price of the work actually carried out and certified by "DEPTT», «CITY» minus the legitimate deductions. The retained amount by "DEPTT», «CITY» will be released only after satisfactory completion of the work.
33. No increase in rates of any items specified in Bill of Quantities is allowed due to variation in quantities
34. The firm should be registered in the G.S.T. & EPF. The Registration No. of both should be mentioned in the tender. It is mandatory that bidder must submit the challans of E.P.F. in the office time to time during the work.
35. It is mandatory that firm should upload papers regarding GST No., PAN No. & E.P.F. No. on E-tendering site.
36. The above rates including loading, unloading, cartage, at site & all taxes (Included GST and Included Labour Cess), royalty, levies, excise duties etc.
37. Income tax shall be deducted at the source from the bill as applicable.
38. Payment will be released by Cheque/Electronic Clearing System/National Electronic Fund Transfer/Real time Gross Settlement from this Office after satisfactory completion of work. The contractor will have to submit bills for the work / item, executed or complete during the month time to time.
39. No advance will be given to execute the work.
40. The Tenderer has to comply with all the rules and regulations of U.P. Government, Govt. of India and any expenditure for such compliance will be on the part of contractor.

41. The Validity of the tender is Ninety days.
42. The contractor shall be responsible to follow all the safety rules.
43. No claim is payable to the contractor for the delay due to force majeure.
44. Contractor may see the site conditions and get himself acquainted before quoting the rates.
45. The tenderer must give his full postal address, Telephone/ Mobile no if any in the tender. All registered letters sent to contractor on the address given by contractor, will be treated as served.
46. In case of any delay from "DEPTT», «City», side due to unavoidable circumstances suitable time extension shall be granted by the Project Manager and no compensation shall be allowed on any account.

## Appendix to Part I General Condition of Contract

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

- a) Workmen Compensation Act 1923: -The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: -Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%).  
The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: -The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: -The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) Minimum Wages Act 1948: -The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Constructions of buildings, roads, runways are scheduled employment.
- g) Payment of Wages Act 1936: -It lay down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: -The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: -The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

- j) Industrial Disputes Act 1947: -The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: -It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) Trade Unions Act 1926: -The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986: -The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: -All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948: -The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.
- q) Arbitration and Conciliation Act, 1996: -The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award appeals.

## **SECTION- 4 (PART -1)**

### **Technical Conditions**

1. All work shall be executed as per P.W.D., NHAI or MORTH and IRC.
2. Sufficient number of labours, machinery should be deployed to finish the work as prescheduled.
3. Sufficient temporary barricading safety measures shall be arranged and followed during the execution of work by the Tenderer.
4. Control on the quality of material and work shall be executed by the contractor in accordance with MOTH Specifications.
5. In case of any machinery, material is provided by the "DEPTT», «City» (Baghpat) deduction shall be made from the bill as decided by Engineer-in-charge.
6. The contractor should have executed successfully at least one work similar nature. The experience certificate will be enclosed with the bid.

## **SECTION- 4 (PART -II)**

### **Other Conditions**

#### **1. Labour**

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. 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.

#### **2. Compliance with Labour Regulations**

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 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 amount as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications / bye laws/Acts / Rule/ 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 or 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.

#### **3. Drawing and Photographs of the Works**

The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly, after the completion of the work. No separate payment will be made to the contractor for this. The contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing.

#### **4. The Apprentices Act 1961**

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

## **SECTION- 5**

### **Specifications**

The work shall be carried out as per technical specifications of the "DEPTT», «City» in conjunction with MORT&H's Specification for Road and Bridge works (Fourth Revision). The amended technical specifications will take precedence over MORT&H's specifications.

### **SECTION- 5(Contd.)**

Drawings

**SECTION- 5(Contd.)**

Schedule of Work

**SECTION-6****FORM OF BID FOR PART I OF THE BID**  
Technical Qualification Part- of Bid**The part shall be fill in and load separately from the form for part II of the bid.**

Date:

TO,  
Project Officer,  
DUDA, G.B.NAGARNAME OF THE WORK: - निकाय दादरी वार्ड न0 16 मौहल्ला नावेद वाली प्रवीन मैम्बर के प्लाट से प्रदीप शर्मा  
सैंतली वाले के मकान तक सी0सी0 रोड व नाली निर्माण कार्य।

Dear Sir,

1. I/We have read the bidding documents. Requirements for submission of documents in ITB clause, and acceptance of provisions for fraud and corruption in the bidding document, I/We submit in attachment all documents required in the bidding documents together with all the affidavits regarding correctness of information/documents for the above said bid.
2. I/We confirm that the bid fully complies with all the requirements including the bid validity and bid security as required and specified by the bidding documents.
3. I/We certify that the information furnished in our bid is correct to the best of our knowledge and belief.
4. We have read the Technical specifications of N.I.T. and understood. We undertake to execute the work as per Terms and condition bid.
5. We assure to execute the work with quality as per technical specification of MORTH, IRC, BIS, or any other standard as applicable or as per instruction given by department or engineer-in-charge from time to time.

Authorized Signature: .....

Name and Title of Signatory:.....

Name of Bidder:.....

Authorized Address of communication.....

:.....

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

Electronic Mail Identification (E-Mail ID):

**FORM OF BID FOR PART II OF THE BID**

Technical- Financial Part-II of Bid

**The part shall be fill in and load separately from the form for part I of the bid.**

Date:

TO,  
Project Officer,  
DUDA, G.B.NAGAR

NAME OF THE WORK: - निकाय दादरी वार्ड न0 16 मौहल्ला नावेद वाली प्रवीन मैम्बर के प्लाट से प्रदीप शर्मा सैतली वाले के मकान तक सी0सी0 रोड व नाली निर्माण कार्य।

Dear Sir,

1. With full understanding that part -II of our bid will be opened only if I/we qualify on the basis of evaluation in part -I of the bid, we offer to execute works described above, remedy any defects therein, conformity with the conditions of contract, specifications, drawing and bills of quantity accompanying in part I of the bid.
2. This bid and your written acceptance of it shall constitute a binding contract between us. I/We understand that you are not bound to accept the lowest or any or any bid you receive.
3. I/we undertake to commence the works on receiving the Notice to Proceed with the work in accordance with the contact conditions.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Bidder:.....

Authorized Address of communication:.....

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

Facsimile (FAX) No.:.....

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

## **SECTION- 7**

### **Bill of Quantities Preamble**

1. The Bill of Quantities shall be read in conjunction with the instructions to Bidders, Conditions of Contract, Specifications and Drawings.
2. 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.
4. The amount will Included G.S.T and Included Labour Cess.
5. The Amount of G.S.T. and Labour Cess will be paid as per Latest Rules/G.O.'s.
6. Arithmetic errors will be corrected by the Employer.

**SECTION- 7 (Contd.)**

**Bill of Quantities**

**AS PER  
SEPARATE  
ATTACHMENT**

**SECTION-8**

Letter of Acceptance and Other Forms

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

This is to notify you that your bid ..... (Name of Work) has accepted for execution for the contract price amounting Rs. .... (In words).

You are hereby requested to furnish the performance guarantee, in the form detailed in Clause of ITB for an amount Rs.....(In words) within 10 days of receipt of letter of acceptance valid up to 45 days from the date of expiry of defect liability period (i.e. up to ..... ) and sign the contract, failing which action as stated in clause of the ITB will be taken.

Yours Faithfully,

"OFFICER»  
"DEPTT», «CITY»

Copy To:

- 1.
- 2.

### 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).

#### Standard Form: Agreement

#### Agreement

This agreement, made the day of .....of 2024, between "OFFICER» "DEPTT», «City» (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 ..... (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: i) Notice to proceed with the works; ili) Contractor's Bid; iv) Contract Data; v) Special Conditions of contract and General Conditions of Contract; vi) Specifications; vii) Drawings; vili) 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  
"OFFICER», "DEPTT», «City»

was hereunto affixed in the presence of: Signed, Sealed and Delivered by the said  
Binding Signature of Contractor

.....

**Sample Format for Evidence of Access to or Availability of Credit Facilities**

**BANK CERTIFICATE**

This is to certify that M/S.....is a reputed company with a good financial standing. If the contract for the work, namely.....is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager .....

Name of the senior Bank Manager .....

Address of the Bank.....

Stamp of the Bank

Note; Certificate should be on the letterhead of the bank

**Format for The Affidavit of Correctness**

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

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

I hereby certify that all the information furnished with the bid submitted online in response to निकाय दादरी वार्ड न० 16 मौहल्ला नावेद वाली प्रवीन मैम्बर के प्लाट से प्रदीप शर्मा सैंतली वाले के मकान तक सी०सी० रोड व नाली निर्माण कार्य। issued by Project Officer, DUDA, G.B.NAGAR for the निकाय दादरी वार्ड न० 16 मौहल्ला नावेद वाली प्रवीन मैम्बर के प्लाट से प्रदीप शर्मा सैंतली वाले के मकान तक सी०सी० रोड व नाली निर्माण कार्य।

are true and correct.

I hereby certify that I have been authorized by..... To sign on their behalf, the mentioned in paragraph I above.

**VERIFICATION**

I the deponent verify the content of para 1 and para 2 as correct and nothing material has been concealed herein. So, help me God.

Place:

Date:

Deponent

Note:

1. S.No. 2 above will not be applicable in case of bidder is an individual and is signing the bid on his/her own behalf.
2. Name and seal of the attestation office must be readable
3. S.No. of register as well as registration number of notary public should be mentioned in all affidavit.