

**OFFICE OF NAGAR PANCHAYAT KANTH
DISTRICT – MORADABAD (U.P.)**

Model Bidding Document (ULB T-1) For Works up to Rs. 40 Lakh

For

WORK NO. 01

नगर पंचायत काँठ जनपद– मुरादाबाद में वीर अब्दुल हमीद गेट से प्राईमरी
पाठशाला तक मार्ग की विशेष मरम्मत एवं सुधार का कार्य

ESTIMATED COST – 39.92 LAKH

(Letter no : TC/314/8/DLB/2020 Dated : 01/01/2021)


सूचना
अधिसासी अधिकारी
नगर पंचायत काँठ


प्रति
अध्यक्षा
नगर पंचायत काँठ
मुरादाबाद

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Standard Bidding Document for Works up to Rs. 40 Lacs

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SECTION 1

LIST OF IMPORTANT DATES

E-TENDER NOTICE

NOTICE INVITING TENDERS

SECTION 1**List of Important Dates of Bids for Construction of Roads, Building under**

Office of Executive Officer Nagar Panchayat Kanth , Moradabad

Address:- MOHALLA – MEHMOODPURA KANTH , MORADABAD

For e-tendering

1.	Name of Work: --AS PER BOQ	BLOCK: _____	
Or	Name of Road	Block	Length (Km.)
	From	To	
1.			

2	Completion Period for construction of works:	AS PER NIT (including Rainy Season)
3	Date of Issue of Notice Inviting Bid	12 -11 -2021
4	Period of availability of Bidding Documents on website https://etender.up.nic.in .	from dated:- 13 -11-2021 to 03 -12-2021 Time 02:00 PM
5	Time, Date and Place of Pre-bid Meeting	Place - OFFICE OF EXECUTIVE OFFICER ,NAGAR PANCHAYAT KANTH MORADABAD dated:- 16 -11-2021 Time 02:00 PM
6	Deadline for Receiving Bids online, including required document as mentioned in clause 11 of ITB	03 -12-2021 Time 02:00 PM
7	Date of Submission of original documents such as Bid Security, Cost of Bid Document and Affidavit of Correctness along with bid id generated after bid submission by the bidder.	As per UP Govt. order No 01/2018/3070/78-2-2018/42IT/2017(22)/03.01.2018 The bidder is required to submit original documents either by registered post or by hand in the employer office before or after three days of opening of financial bid failing which the registration of the bidder will be cancelled and also he/she will be black listed. Employer Office :- Office of the - Executive Officer Nagar Panchayat kanth District – Moradabad 244501
	website of ULB	www.npkanth.com (Not for Tendering)
8	Time and Date for opening Technical Bid/Bids	03 -12-2021 Time 03:00 PM
9	Place of opening Bid/Bids	OFFICE OF THE ADM (E) , MORADABAD
10	Last Date of Bid Validity	90 Days from the deadline date for bid submission
11	Officer inviting Bids	Executive Officer Nagar Panchayat kanth District – Moradabad
12	Time and Date for opening Financial Bid/Bids online	03 -12-2021 / After Technical Evaluation

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कार्यालय नगर पंचायत काँठ जनपद – मुरादाबाद

पता:- मौ० – महमूदपुरा , काँठ जनपद – मुरादाबाद

(अल्पकालीन ई – निविदा सूचना)

पत्रांक 259/7090 काँठ/21

दिनांक 12.12.2021

नगर पंचायत काँठ जनपद – मुरादाबाद के द्वारा स्वायत्त निकाय/पब्लिक सेक्टर विभाग/राज्य सरकार/ केन्द्र सरकार/अन्य सरकारी विभाग में ए. बी , सी , डी, ई श्रेणी में कार्य की लागत के सीमा के अनुरूप पंजीकृत निविदादाताओं से ई-टेंडरिंग के माध्यम से प्रतिशत दर के आधार पर नीचे दर्शाये गये कार्य हेतु निविदा आमंत्रित की जाती है निविदादाता किसी एक कार्य अथवा सभी कार्यों के लिए निविदा दे सकता है ।

1- कार्य से सम्बंधित विवरण निम्नवत् है :-

क्र०सं 0	जनपद का नाम	कार्य का नाम	अनुमानित लागत (लाख ₹०. में)	बिड सिक्वोरिटी (₹०एमएचडी०) (लाख में)	निविदा प्रपत्र का मूल्य जी. एस.टी. सहित (यदि आवश्यक हो) (₹०. में)	कार्य पूर्ण करने की अवधि वर्षांशतु सहित
1	2	3	4	5	6	7
1	मुरादाबाद	नगर पंचायत काँठ जनपद- मुरादाबाद में वीर अब्दुल हमीद गेट से प्राईमरी पाठशाला तक मार्ग की विशेष मरम्मत एवं सुधार का कार्य । (15 वॉ वित्त बुनियादी अनुदान)	39.92	3.992	5110	3 माह
2	मुरादाबाद	वार्ड संख्या – 12 में राजू विश्णोई के मकान से सुनिल सक्सेना के मकान तक एवं संजू की दुकान से अमय विश्णोई वाया राजू वर्मा के मकान तक इण्टरलॉकिंग सड़क व नाली निर्माण । (15 वॉ वित्त बुनियादी अनुदान)	8.594	0.85940	1100	2 माह
3	मुरादाबाद	वार्ड संख्या – 02 में ऋषिराज सिंह के मकान से ओमकार सिंह के मकान तक एवं रोहताश के मकान से रामभवतार के मकान तक इण्टरलॉकिंग सड़क व नाली निर्माण । (15 वॉ वित्त बुनियादी अनुदान)	6.201	0.62100	795	2 माह
4	मुरादाबाद	वार्ड संख्या – 16 चौक बाजार में अमर सिंह के मकान से रमेश के मकान तक , ओमप्रकाश के मकान से से रामचरण के मकान तक इण्टरलॉकिंग सड़क व नाली निर्माण । (15 वॉ वित्त बुनियादी अनुदान)	3.213	0.32130	411	1 माह
5	मुरादाबाद	Construction of Shed for Safai Equipment in Kanth Nagar Panchayat Office Campus । (रा०वि०आ०)	6.222	0.62220	796	2 माह

2- वेब साइट पर बिड डाक्यूमेंट की उपलब्धता की तिथि:-

13-11-2021

3- ई-निविदा के माध्यम से निविदा प्राप्ति के लिए अंतिम तिथि/समय:-

03-12-2021 को दोपहर 02-00 बजे तक।

4- ई-निविदा के माध्यम से निविदा खोलने की तिथि एवं समय:-

03-12-2021 को अपराह्न 03-00 बजे।

5- निविदा आमंत्रणकर्ता को आईटीबी के क्लॉज-9 के अनुसार परिशिष्ट/शुद्धि पत्र जारी करने का अधिकार है जो किसी भी समाचार पत्र में प्रकाशित नहीं किया जायेगा। सभी संभावित निविदादाताओं को सलाह दी जाती है कि वह नियमित रूप से ई-निविदा पोर्टल पर निगरानी रखें। अधिक जानकारी के लिए कृपया वेब साइट <http://etender.up.nic.in> पर लॉग इन करें तथा बिड डाक्यूमेंट को डाउनलोड करें।

6- अन्य नियमों व शर्तों की सम्पूर्ण जानकारी

www.npkanth.com एवं वेबसाइट <https://etender.up.nic.in> पर अपलोड कर दी गई है तथा किसी भी कार्यालय दिवस में कार्यालय नगर पंचायत काँठ से प्राप्त की जा सकती है ।

(सूचकान्त)
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प्रतिलिपि-

- 1- अपर जिलाधिकरी (प्रशासन) मुरादाबाद को सूचनार्थ प्रेषित।
- 2- उपजिलाधिकरी काँठ, मुरादाबाद को सूचनार्थ प्रेषित।
- 3- कार्यालय नगर पंचायत काँठ के सूचना पट्ट पर चरसा हेतु।
- 4- सम्पादक दैनिक *अमर उजाला, इमिड जगदल*

आकार 14x10 सें. में प्रकाशित कर समाचार पत्र की 6-6 प्रतियों सहित बिल भुगतान हेतु इस कार्यालय को प्रेषित करने का कष्ट करें।


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को इस आशय के उक्त ई-टेण्डर सूचना को न्यूनतम दरो एवं


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Office of the Executive Officer , Nagar Panchayat Kanth Moradabad

Address:- Mohalla Mehmoodpura Kanth

Notice Inviting Tenders for e tendering

Letter NO-- 259/70 फा 21

dated: 12.11.2021

The Nagar Panchayat Kanth Moradabad invites the percentage rate bid through e-tendering system from the eligible and approved Contractors registered with autonomous body/Public Sector Department/ State Government/Central Government or any government department in appropriate class -- A , B , C , D , E as the case may be. The Bidder may submit bids for any or all of the works

1. Name of work as per table:

S.No	Name of District	Name of work	Total estimated cost (in Lakh)	Bid security (EMD) to be deposited in account as mentioned below (in Lakh)	Cost of Bid document including GST (if any) in rupees to be deposited in account as mentioned (in Rupee)	Period of completion including rainy season
1	मुरादाबाद	नगर पंचायत काँठ जनपद- मुरादाबाद में वीर अब्दुल हमीद गेट से प्राईमरी पाठशाला तक मार्ग की विशेष मरम्मत एवं सुधार का कार्य । (15 वॉ वित्त बुनियादी अनुदान)	39.92	3.992	5110	3 माह
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2. Date of availability of Bid Documents on website:- 13 - 11 - 2021 12:00 PM to 3-12-2021 2:00 PM

3. Availability of Bid Documents and mode of submission: The bid document is available online and should be submitted online in <https://etender.up.nic.in>. The bidder would be required to register itself in <https://etender.up.nic.in>. For submission of the bids, the bidder is required to have a valid Digital Signature Certificate (DSC) issued from any one of the authorized Certifying Authorities. Digital signature is mandatory to participate in the e-tendering.

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4. **Cost of Bid Document:** as per column 6 (non-refundable) To be deposited in the account of Nagar Panchayat Kanth Moradabad (Account Number - 11511629040, State Bank Of India, Branch - Kanth District - Moradabad IFSC Code - SBIN0002556) through Internet Banking or Online Transfer only. All concerned please note that the bidding process will not move onward if the Bid Document's Cost (Tender Fee) is not paid through Internet Banking or Online Transfer.
5. **Bid Security (EMD)** Bids must be accompanied with Bid security of the amount specified for the work in the table as per column 5. Bid security will be deposited in the account of Nagar Panchayat Kanth Moradabad (Account Number - 11511629040, State Bank Of India, Branch - Kanth District - Moradabad IFSC Code - SBIN0002556) through Internet Banking or Online Transfer only. All concerned please note that the bidding process will not move onward if the Bid Security (EMD) is not paid through Internet Banking or Online Transfer. No other form of bid security will be accepted.
6. **Submission of Original Documents:** The bidders are required to submit the following document alongwith bid id generated after bid submission by the bidder.
- (a) Affidavit regarding correctness of information furnished with bid document as per-provisions of Clause 3.1 (a) (i) of ITB with the office specified in the Bid Data Sheet,
- (b) Self-attested bid id sheet generated after submission of bid through e-tender portal.
- As per UP Govt. order No 01/2018/3070/78-2-2018/42IT/2017(22)/03.01.2018 bidder is required to submit these three original documents either by registered post or by hand in the employer office before or after three days of opening of financial bid failing which the registration of the bidder will be cancelled and also he/she will be black listed.
- Original documents must match the scanned copies submitted along with the bids online. In case, of any discrepancy in this respect, it will be treated as misrepresentation by the bidder. Such bidder shall be liable to be debarred for participating in bids for one years.
- Employer Office: -- Executive Officer Nagar Panchayat kanth District - Moradabad
7. **Last Date/Time for receipt of bids through e-procurement:-** 03-12-2021 Up To 02:00 PM
8. **Date of opening of bids through e-procurement:** 03-12-2021. Upto 3:00PM in the Office of the - ADM (E) , MORADABAD
9. For further details please log on to <https://etender.up.nic.in> and down load the bid document.
10. **Time allowed for completion of each work is as mentioned in column no. 7, including rainy season.**
11. The bids shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of bids. Bids once submitted cannot be withdrawn after the deadline date of submission of bids.
12. Site of work can also be made available in phases.
13. Bid must be submitted through e-procurement : on or before dated - 03.12.2021 up to - 02:00 PM
14. Each Bidder is required to submit the scanned copy of the following affidavit and document online and original copy at the time of signing of agreement.
- (a) An affidavit on Format T-6 on a single non-judicial stamp paper of Rs. 100/-
- (b) An affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.
- (c) Self-attested copy of valid T-4 Character certificate issued by DM/Collector.
- (d) Self- attested copy of valid T-5 Solvency certificate issued by DM/Collector.
- (e) Self- attested copy of valid registration certificate of appropriate class in autonomous body/Public Sector Department/ State Government/Central Government or any government department in appropriate class A , B , C , D E as the case may be .
- (f) Authorized address of the bidder: email-id, mobile no, facsimile no, and contact address written on his/her letter pad duly signed.
15. A bidder shall not be permitted to bid for works in the in the ULB responsible for award and execution of contracts in which his/her/her or his/her/her spouse's near relatives (defined as first blood relations, and their spouses) is posted as an officer in any capacity between the grades of Elected member of Nagar Nigam/ Nagar Palika /Nagar Panchayat , Municipal Commissioner, Chief Engineer, Executive Engineer, Assistant Engineer , Junior Engineer , accountant and departmental clerk, Executive Officer/UNA/ANA,/ KNA etc. Bidder shall also submit an affidavit clearly mentioning the names and designation of relatives working in any capacity in the ULB responsible for award and execution of work.
16. Any retired Gazette officer (retired within one year) from any state/Central Government is not allowed to work in the contractor establishment without Government permission. This contract is liable to be cancelled if either the Contractor or any of his/her 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. Same condition will be applicable for the other retired employee of this department.

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17. Bid documents and other details consisting of eligibility criteria of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be down loaded from the website: <https://etender.up.nic.in>
18. Any bidder who is punished by any Honorable Court for any criminal activity is not allowed to participate in the bidding process.
19. Any bidder who is registered with any bar council is not allowed to participate in the bidding process.
20. Conditional Bid will not be accepted.
21. Work cannot be Sublet to any other contractor.
22. The bidder is required to register his/her labour in the labour department within a week from the date of receiving the letter of start of work.
23. Each bidder is required to quote his/her rate online in the attached BOQ along with on Section - 6 and Form of Bid part I and II of Section-5
24. Bidder is required to submit the following affidavit and document at the time of signing of agreement.
 - (a) An affidavit on a single non-judicial stamp paper of Rs. 100/- The bidder must not have in his/her employment:
 - (i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
 - (i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
 - (ii) Any person without Government permission, who retired as gazetted officer within the last one years from any Central or State Government Departments listed in the Appendix to ITB.
 - (iii) He/she will own/arrange the machinery and equipment, as per requirement of work.
 - (iv) He/she will not sublet the work to another contractor.
 - (b) Self-attested copy of PAN of Firm or contractor.
 - (c) Self-attested copy of GST registration certificate.
 - (d) Self-attested copy of Labour registration certificate issued from Labour Deptt .
 - (e) Bid Capacity Calculation Sheet
25. The GO No 3385/86-2015-292/2015 dated 15.10.2016 issued by UP Mining Department as amended time to time will be enforced for Royalty deductions.
26. The bidder must be satisfied himself before submission of that he / she has sufficient bid capacity to execute the work and he/she has to submit bid capacity calculation sheet at the time of submission of bid.
27. Any circular or instruction issued by National Green Tribunal will be applicable to the contractor.
28. After issue of Notice to Proceed with the Work, the contractor will submit the name of the laborers to be employed at the concerned work site registered by labour Department
29. All notices and letters sent to e-mail given by the bidder and SMS on registered cell phone of the bidder will be presumed that has been received by the bidder.
30. Various Government Order/ Directorate Order issued time to time will be enforced.
31. For works amount up to Rs 40.00 lakh, 10 percent security deposit will be deposited at the time of tender. For the work amount greater than Rs. 40.00 lakhs, 10% security deposit will be deposited for first amount up to 40 lakhs and remaining amount (above 40 lakhs) security deposit at the rate of 5 % will be deposited in addition at the time of tender.
32. Government Order No. 0-622 / 23-12-2012/ 08 TC, dated 08-6-2012 regarding acceptance of work on percentage bills tender as well as additional security / performance guarantee to save the condition of leaving the work by the contractor / firm in construction works, instructions have been given. Additional Security / performance guarantee will be taken at the rate of 0.50 percent for each percent below estimated cost for bids up to 10 percent below the estimated cost of work and the rate of 1 percent for each percent beyond 10 percent below tenders as mentioned in GO.
33. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond his/her control. Even though the system will try to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.
34. This RFP is not transferable .
35. A word importing a gender includes any other gender or references to any gender shall include the other and the neutral gender .
36. A Bidder shall not have a conflict of interest ("Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Directorate shall be entitled to forfeit and appropriate the Bid Security or Performance Security as the case may be.

सूचकान्त
अधिकासी अधिकारी
नगर पंचायत काँठ
मरादाबाद

प्रति
अध्यक्षा
नगर पंचायत काँठ
मरादाबाद

37. Right to reject any or all Bids Notwithstanding anything contained in this bid, the Client reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Client rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder. Any condition or criteria or any other stipulation contained in the Bid shall render the Bid liable to rejection.
38. As per latest CVC guideline Bank guarantee and interest shall be furnished by the contractor for mobilization advance.
39. All necessary approvals and clearances are the obligations of the Bidder.
40. 1% Labour Cess will be deducted From the Contractor's Bill.
41. In Case of any dispute regarding tender, the Jurisdiction of Hon'ble District Court Moradabad will be acceptable.

कुछ अन्य नियम व शर्त :-

- 1- निर्माण कार्य में एनओसी/टीओ के द्वारा समय समय पर जारी निर्देशों एवं ठोस अपशिष्ट प्रबन्धन नियम - 2016 के प्रावधानों का पालन करना अनिवार्य होगा।
- 2- प्रमुख सचिव उत्तर प्रदेश लखनऊ के पत्र संख्या -3385/86-2015-292-2015 दिनांक 15 अक्टूबर 2015 के अनुपालन में प्राप्त किये जाने वाले उप खनिजों पर नियमानुसार रायल्टी का भुगतान वैध अनिवार्य प्रपत्र (एम एम -11) के आधार पर परिवहन किये जाय, बिना वैध अनिवार्य प्रपत्र (एम एम -11) के किया जाता है तब प्रयुक्त उप खनिज की रायल्टी के साथ - साथ खनिज मूल्य (सामान्य रायल्टी का पाँच गुना) की कटौती ठेकेदार के बिल से करते हुए लेखा शीर्षक में जमा करा दी जायेगी।
- 3- निविदा स्वीकृति के उपरान्त सम्बन्धित ठेकेदार / फर्म द्वारा निर्माणाधीन कार्य के दौरान कार्य में लापरवाही के कारण यदि निर्माणाधीन कार्य स्थल पर कोई दुर्घटना घटित होती है तो उसकी समस्त जिम्मेदारी सम्बन्धित ठेकेदार / फर्म की होगी।
- 4- ई- निविदा में दरो का व्यावहारिक होना अनिवार्य है। प्रतिस्पर्धा की स्थिति में गुणवत्ता की स्थिति को बनाये रखने के लिए अव्यावहारिक दरो स्वीकार नहीं की जायेगी।
- 5- ब्लैक लिस्टेड ठेकेदार / फर्म द्वारा निविदा में प्रतिभाग नहीं किया जा सकता। ऐसा करने पर ठेकेदार / फर्म की निविदा को स्वतः ही निरस्त माना जायेगा। इस सम्बन्ध में ठेकेदार / फर्म ब्लैक लिस्टेड ठेकेदार / फर्म द्वारा 10 रु० के स्टाम्प पर शपथ पत्र नोटरी से सत्यापित कराकर ई - निविदा के साथ अपलोड करना अनिवार्य होगा कि वह किसी विभाग में ब्लैक लिस्टेड ठेकेदार / फर्म नहीं है और न ही उसके ऊपर कोई मुकदमा चल रहा है और न ही उसका कोई सगा संबंधी अध्यक्ष / अधिशासी अधिकारी / कर्मचारी / सदस्यगण आदि के रूप में नगर पंचायत कौंट में कार्यरत है। (स्व घोषणा पत्र से पृथक नोटरी शपथ पत्र) यदि कार्य आदेश / अनुबन्ध पश्चात् यह तथ्य संज्ञान में आता है कि फर्म / ठेकेदार द्वारा शपथ पत्र झूठा / असत्य है तो सम्बन्धित फर्म / ठेकेदार के विरुद्ध नियमानुसार वैधानिक एवं विभागीय कार्यवाही की जायेगी। उपरोक्त वांछित शपथ पत्र के कोई भी ई - निविदा तकनीकी मूल्यांकन में स्वीकार्य नहीं होगी।
- 6- ठेकेदार को बालू मिटटी का प्रबन्ध फार्म एम एम -11 के माध्यम से करना होगा।
- 7- ठेकेदार द्वारा प्रत्येक कार्य की नियमानुसार मैटेरियल टेस्टिंग कराना अनिवार्य होगा जिस पर होने वाला व्यय ठेकेदार को स्वयं वहन करना होगा।
- 8- मुख्य सचिव, उ०, प्र० शासन लखनऊ के पत्र संख्या -264/2020/सी० एक्स-3 दिनांक 16.04.2020 में दिये गये निर्देशानुसार कोविड - 19 कोरोना वाइरस के दृष्टिगत कार्य स्थल पर सोशल डिस्टेंसिंग, सैनीटेशन एवं सैनेटाइजेशन, मास्क, ग्लव्स आदि का पालन ठेकेदार द्वारा अनिवार्य रूप से कराया जायेगा। इस सम्बन्ध में समय - समय पर जारी शासनादेशों एवं निर्देशों का पालन ठेकेदार द्वारा कराया जायेगा।
- 9- अपर मुख्य सचिव उत्तर प्रदेश शासन महोदय के पत्र सं०- 1319/नौ-9-21-45ज/21 नगर विकास अनुभाग -9 लखनऊ दिनांक 30 जून 2021 में नगर पालिका परिषद / नगर पंचायत में निर्माण / विकास कार्यों के क्रियान्वयन हेतु मानक संचालन प्रक्रिया के अन्तर्गत दिये गये समस्त नियमों / निर्देशों का पालन करना अनिवार्य होगा।
- 10- किसी भी निविदा को अस्वीकृत करने तथा निविदा को बिना कारण बताये निरस्त करने का पूर्ण अधिकार सक्षम प्राधिकारी में निहित होगा।
- 11- बिना जमानत धनराशि के किसी भी निविदा पर विचार नहीं किया जायेगा।
- 12- निविदा खुलने के तिथि को सार्वजनिक अवकाश होने की स्थिति में अगले कार्य दिवस में निविदा खोलने की कार्यवाही पूर्व नियत समय एवं स्थान पर की जायेगी।


(Surya Kant)
Executive Officer
Nagar Panchayat Kanth, Moradabad


(Priti)
Chairman
Nagar Panchayat Kanth, Moradabad

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1. The Employer as defined in the Appendix to ITB invites bids for the construction of Works as described in these documents and referred to as "the works". The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.
- 1.2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in Contract.
- 1.3. Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. Eligible Bidders

- 2.1. Invitation for bids is open to all category of eligible and approved Contractors registered with autonomous body/Public Sector Department/ State Government/Central Government or any government department in appropriate class- A /B/ C/ D/ E as the case may be.
- 2.2. Bidders shall not be declared ineligible for corrupt and fraudulent practices or declared as Debar or Black listed by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government
- 2.3. Any bidder who is punished by any Honorable Court for criminal activity is not allowed to participate in the bidding process, or involved in the organized crime or gangster activities or Mafia or Gunda or Anti-Social activities are strictly prohibited to participate in the bidding process. If it is established at any time that any bidder has criminal record, his/her bid shall be automatically cancelled.
- 2.4. The bidder has to be produced character Certificate (T-4), Solvency Certificate (T-5) issued by the competent authority in true copies of original with bid document and originals is to be produced and verified before acceptance of bid , Self-Declaration Affidavit (T-6) on Rs.100.00 Non Judicial Stamp paper (on the prescribed proforma which is attached with the bid document) etc.
- 2.5. Any Bidder who is an Advocate and Registered with any Bar Council shall not be allowed to participate in the bidding. If it is established that the Contractor is registered with any bar council, his/her bid shall be automatically cancelled.

3. Certificates and Affidavits

(a) Each bidder must produce:

- (i) An affidavit that the information furnished with the bid documents is correct in all respects; exactly in the format attached with bid document.
- (ii) Authorized address of the bidder: email-id, mobile no, fax no., and contact address of residence and office written on his/her letter pad.
- (iii) Each bidder is required to furnish an affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.

(b) Bidder is required to submit the following affidavit and document at the time of signing the agreement. Each bidder is required to furnish an affidavit on a single non-judicial stamp paper of Rs. 100/- The bidder must not have in his/her employment

- (i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouses) of persons listed in the Appendix to ITB
- (ii) Any person without Government permission, who retired as gazetted officer within the last one years from any Central or State Government Departments listed in the Appendix to ITB.
- (iii) He/she will own/arrange the machinery and equipment, as per requirement of work.
- (iv) He/she will not sublet the work to another contractor.
- (v) Self-attested copy of PAN of Firm or contractor.
- (vi) Self-attested copy of GST registration certificate

(vii) Self-attested copy of Labour registration certificate.

3.2 Bids from joint venture are not allowed.

3.3 The bid may be rejected if the bidder has:

- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted and/or
- (ii) Participated in the previous bidding for the same work and did not deposit performance guarantee for performing the work.

4 One Bid per Bidder

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

5. Cost of Bidding

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

6. Site Visit

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

Contact Person as per Appendix to ITB.

B. Bidding Documents

7. Content of Bidding Documents

The set of bidding documents comprises the documents listed below, and addenda issued in accordance with Clause 9 of ITB.

1. e-procurement Notice/ Press Notice for Manual Tender
2. Notice Inviting Tender for e procurement / Notice Inviting Tender for Manual Tender
3. Instructions to Bidders
4. Conditions of Contract General and Special
5. Contract data
6. Specifications & Drawings
7. Bill of Quantities
8. Form of Bid for e procurement / Form of Bid for Manual Tender
9. Form of Acceptance,
10. Form of Agreement.
11. Notice to Proceed with the Work,

7.2 The bid document is available online on the website: <https://etender.up.nic.in>. The bid document can be downloaded free of cost, however, the bidder is required to deposit towards the cost of bid document (*non-refundable*) as per column 6 of NIT in the account of Nagar Panchayat Kanth Moradabad (Account Number - 11511629040 , State Bank Of India , Branch - Kanth District - Moradabad IFSC Code - SBIN0002556) through Internet Banking or Online Transfer only. All concerned please note that the bidding process will not move onward if the Bid Document's Cost (Tender Fee) is not paid through Internet Banking or Online Transfer Only

In case of manual tender: - One set of the bidding documents will be issued to the bidder against the payment from the office places mentioned in NIT. Bid document can also be downloaded from departmental web site ----- free of cost but cost of bid document is to be paid at the time of bidding in the form of DD in favour of Concerned Employer as mentioned in NIT.

- 7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 29 thereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

8. Clarification of Bidding Documents

The electronic bidding system provides for online clarification. A prospective Bidder requiring any clarification of the bidding documents may notify online the Authority inviting the bid. The Authority inviting bid will respond to any request (s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the Authority inviting the bid will be uploaded for information for the public or other bidders without identifying the source of request for clarification.

A pre-bid meeting is to be held, the prospective bidder or his/her authorized representative is advised to attend it. Its date, time and address are given in the Appendix to ITB.

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

Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 7.1 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 9 of ITB and not through the minutes of the pre-bid meeting.

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

9. Amendment of Bidding Documents

In case of e-tendering: - Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum but a reasonable time must be given to prospective bidder in which to take a corrigendum into account in preparing their bids. The corrigendum will appear on the web page of the website: <https://etender.up.nic.in>. Under the "Latest Corrigendum" and e-mail notification is also automatically sent to those bidders who have moved his/her tender to their "My tenders" area.

In case of manual tender: - Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda but a reasonable time must be given to prospective bidder in which to take an addendum into account in preparing their bids.

- 9.2.1 **In case of e-tendering:** - Any addendum thus issued shall be part of the bidding documents and shall be deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case any addendum/ Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.
- 9.2.2 **In case of manual tender:** - Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by e-mail of the bidding documents or through public Notice in Newspaper. Prospective bidders shall acknowledge receipt of each addendum by e-mail to the Employer.
- 9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 22 of ITB.

C. Preparation of Bids

10. Language of Bid

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

11. Documents Comprising the Bid for e-tendering process

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

Part I this shall be named Technical Part of Bid and shall comprise of:

- (a) An affidavit on non-judicial stamp paper of Rs. 10/- that the information furnished with the bid documents is correct in all respects; exactly on the format attached with bid document.
- (b) Cost of Bid Document (Tender Fee): - Certificate of proof of payment in the account of Nagar Panchayat Kanth Moradabad (Account Number - 11511629040, State Bank Of India, Branch - Kanth District - Moradabad IFSC Code - SBIN0002556) through Internet Banking or Online Transfer only towards the non-refundable cost of bid document (Tender Fee) (Clause 7.2 of ITB). which will be generated when payment made through Internet Banking or Online Transfer only.
- (c) Bid Security (EMD):- Certificate of proof of payment in the account of Nagar Panchayat Kanth Moradabad (Account Number - 11511629040, State Bank Of India, Branch - Kanth District - Moradabad IFSC Code - SBIN0002556) through Internet Banking or Online Transfer only towards the Bid security/EMD, which will be generated when payment made through Internet Banking or Online Transfer only as per clause 17.2.1 of ITB.

As per UP Govt. order No 01/2018/3070/78-2-2018/42IT/2017(22)/03.01.2018 bidder is required to submit above three original documents either by registered post or by hand in the employer office before or after three days of opening of financial bid failing which the registration of the bidder will be cancelled and also he/she will be black listed.

- (c) An affidavit on Format T-6 on a single non-judicial stamp paper of Rs. 100/-
- (d) An affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.
- (e) Self-attested copy of valid T-4 Character certificate issued by DM/Collector.
- (d) Self-attested copy of valid T-5 Solvency certificate issued by DM/Collector.
- (e) Self-attested copy of valid registration certificate of appropriate class in A/B/C/D/E
- (f) Authorized address of the bidder: email-id, mobile no, fax no. and contact address of residence and office written on his/her letter pad duly signed by the bidder.
- (g) Form of Bid Part I and Part II as specified in Section 5;

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

- (i) Form of Bid Part II as specified in Section 5;
- (ii) Priced bill of quantities for items specified in Section 6;

The documents and details mentioned in clause 11.1 Part I above shall be submitted online on website <https://etender.up.nic.in>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

- (a) The following details shall be entered online in the prescribed formats if option not available on-line
Scanned copy of Part I and Part II shall be uploaded:
 - (i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 5.
 - (ii) Form of bid for Technical-Financial Part II of the bid, as per format given in Section 5.
 - (iii) The entry of percentage rate for the work shall be made by the bidder online in Section 7 BOQ.
- (b) Scanned copies of the following documents shall be uploaded on the website <https://etender.up.nic.in>
 - (i) An affidavit on non-judicial stamp paper of Rs. 10/- that the information furnished with the bid documents is correct in all respects; exactly on the format attached with bid document.
 - (ii) An affidavit on Format T-6 on a single non-judicial stamp paper of Rs. 100/-
 - (iii) An affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-
 - (iv) Self-attested copy of valid T-4 Character certificate issued by DM/Collector.
 - (v) Self-attested copy of valid T-5 Solvency certificate issued by DM/Collector.
 - (vi) Self-attested copy of valid registration certificate of appropriate class in ULB's.
 - (vii) Authorized address of the bidder: email-id, mobile no, fax no., and contact address of residence and office written on his/her letter pad duly signed by the bidder.

NB:- Failing to upload any one document of (a) and (b) on online will cause non opening of Part II i.e. Financial Bid.

- (c) Submission of Original Documents: The bidders are required to submit the following document along with bid id generated after bid submission by the bidder.

(i) Affidavit regarding correctness of information furnished with bid document as per-provisions of Clause 3.1 (a) (i) of ITB with the office specified in the Bid Data Sheet,

(ii) Self-attested bid id sheet generated after submission of bid through e-tender portal.

As per UP Govt. order No 01/2018/3070/78-2-2018/42IT/2017(22)/03.01.2018 bidder is required to submit these three original documents either by registered post or by hand in the employer office before or after three days of opening of financial bid failing which the registration of the bidder will be cancelled and also he/she will be black listed.

Original documents must match the scanned copies submitted along with the bids online. In case, of any discrepancy in this respect, it will be treated as miss-representation by the bidder. Such bidder shall be liable to be debarred for participating in bids for five years.

Employer Office: **Nagar Panchayat Kanth Moradabad (U. P)**

- (d) Bidder is required to submit the following affidavit and document at the time of signing the agreement.

- (i) An affidavit on a single non-judicial stamp paper of Rs. 100/. The bidder must not have in his/her employment:
 - (a) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
 - (b) Any person without Government permission, who retired as gazetted officer within the last one year from any Central or State Government Departments listed in the Appendix to ITB.
 - (c) He/she will own/arrange the machinery and equipment, as per requirement of work.
 - (d) He/she will not sub-let the work to another contractor.
- (ii) Self-attested copy of PAN of Firm or contractor.
- (iii) Self-attested copy of GST registration certificate
- (iv) Self-attested copy of Labour registration certificate.
- (v) Original affidavit on Format T-6 on a single non-judicial stamp paper of Rs. 100/-
- (vi) Original affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-

12. Documents Comprising the Bid for Manual Tender process

The Bid submitted by the Bidder in office mentioned in NIT shall be in two separate envelopes:

Envelope -1

Part I this shall be named Technical Part of Bid and shall comprise of:

- (a) An affidavit on non-judicial stamp paper of Rs. 10/- that the information furnished with the bid documents is correct in all respects as per-provisions of Clause 3.1 (a) (i) of ITB with the office specified in the Bid Data Sheet, exactly on the format attached with bid document
- (b) **Cost of Bid document:** - Demand Draft drawn on any scheduled Commercial Bank in favour of ----- Payable at Concerned District will necessarily be attached with the bid if the bid is down loaded from departmental web site towards the *non-refundable* cost of Bid document as mentioned in col 6 of NIT.
- (c) **Bid Security (EMD):** Bids must be accompanied with security of the amount specified for the work in the table as per column 5. Bid security will be only in the form of FDR/TDR of a scheduled commercial Bank, pledged in favour of concerned
- (d) An affidavit on Format T-6 on a single non-judicial stamp paper of Rs. 100/-
- (e) An affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.
- (f) Self-attested copy of valid T-4 Character certificate issued by DM/Collector.
- (g) Self-attested copy of valid T-5 Solvency certificate issued by DM/Collector.
- (h) Self-attested copy of valid registration certificate of appropriate class in -----
- (i) Authorize address of the bidder: email-id, mobile no, fax no. and contact address of residence and office written on his/her letter pad duly signed by the bidder.

NB: - Failing to submit any one document of 12.1 of Envelope-1 will cause non opening of Envelope-2 i.e Financial Bid.

Envelope-2

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

- (i) Form of Bid Section 5 in which the bidder will quote the rate in percentage above/below/at par
- (ii) Priced bill of quantities for items specified in Section 6;

Both Envelope 1 and 2 should be submitted in One Big Envelope.

12.2 Bidder is required to submit the following affidavit and document at the time of signing the agreement.

- (i) Each bidder is required to furnish an affidavit on a single non-judicial stamp paper of Rs. 100/. The bidder must not have in his/her employment:
 - (a) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
 - (b) Any person without Government permission, any person who retired as gazetted officer within the last one year of the rank and from the departments listed in the Appendix to ITB.
 - (c) He/she will own/arrange the machinery and equipment, as per requirement of work.
 - (d) He/she will not sub-let the work to another contractor.
- (ii) Self-attested copy of PAN of Firm or contractor.
- (iii) Self-attested copy of GST registration certificate
- (iv) Self-attested copy of Labor registration certificate.
- (v) Bid Capacity Calculation sheet.

13. Documents not to be submitted with bid

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

- 1 e- Procurement Notice /Press Notice for Manual Tender
- 2 Notice Inviting Tender
- 3 Instructions to Bidders
- 4 Conditions of Contract General and Special
- 5 Contract Data
- 6 Specifications
- 7 Drawings
- 8 Form of Acceptance,
- 9 Form of Agreement.
- 10 Notice to Proceed with the Work,

14. Bid Prices

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

14.2 The Bidder shall adopt the Percentage Rate Method indicated in NIT

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

14.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

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

15. Currencies of Bid

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

16. Bid Validity

16.1. Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Bid document. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

16.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail/Fax. A bidder may refuse the request, refusal will not cause the forfeiting of his/her Earnest Money.

17. Earnest Money-Bid security

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

In case of e-tendering: - Bid security will be deposited in the account of Nagar Panchayat Kanth Moradabad (Account Number - 11511629040, State Bank Of India, Branch - Kanth District - Moradabad IFSC Code - SBIN0002556) through Internet Banking or Online Transfer only. All concerned please note that the bidding process will not move onward if the Bid Security (EMD) is not paid through Internet Banking or Online Transfer only. No other form of bid security will be accepted.

In case of Manual Tender: -The Bid security/Earnest Money shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank issued in favor of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money shall not be acceptable to the Employer.

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

The earnest money/Bid security of non-responsive Bidder will be returned after uploading of financial bid on website

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

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

The Earnest Money may be forfeited:

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

18. Alternative Proposals by Bidders

Any alternative proposal in the specifications or Drawings or Design other than bid document submitted by the Bidder shall not be accepted.

D. Submission of Bids

19. Bidding through E-Tendering System:

The bidding under this contract is electronic bid submission through website <https://etender.up.nic.in> Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective bidder can log-on to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online;

however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e- token. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site <https://etender.up.nic.in> using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token and the user id/ password chosen during registration.

After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked.

The completed bid comprising of documents indicated in ITB clause 11, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copies of the Bid Document, Cost of Bid Document and Bid Security in approved form.

20. Electronic Submission of Bids:

The bidder shall submit online two separate files. Part I, marked as Part I: Technical Qualification Part and Part II; marked as Part II: Financial Part. The above files will have markings as given in the Bid Data Sheet. The contents of the Technical Qualification and Technical Financial bid shall be as specified in clause 11 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic bid submission online, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

21. Bidding through Manual Tendering System:

Format and Signing of Bid

The Bidder shall submit one set of the bid comprising of the documents as described in bid document.

The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the authorized person or persons signing the Bid.

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 initial and dating it by the person or persons signing the Bid.

Sealing and Marking of Bids

The Bidder shall place his/her Technical Bid in **Envelope No 1** and Mark it as

Technical Bid. The Bidder shall place his/her Financial Bid in **Envelope No 2** and Mark it as Financial Bid.

The Bidder will place the above two envelopes in a big Envelope and Submit it with clearly written his/her name as well as name of work for which the bid is submitted failing which the envelope will not be opened.

22. Deadline for Submission of Bids

In case of e-Tendering: - Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.

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

In case of manual tendering: - Complete Bids in two parts as per clause 21.2 above must be received by the Employer at the address specified in the bid document not later than the date and time indicated in the bid documents. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

22.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9.3 of ITB. In such 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.

23. Modification/ Withdrawal/Late Bids

In case of e-tendering: - The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

In case of Manual Tendering: - Any Bid received by the Employer after the deadline prescribed in bid document will be returned unopened to the Bidder.

In case of e-tendering: - No bid shall be modified or withdrawn after the submission of bids.

In case of Manual Tendering: -

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

Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 16.1 above or as extended pursuant to Clause 16.2 may result in the forfeiture of the Bid Security (EMD) pursuant to Clause 17

Bid validity will not be affected in any case by the modification.

E. Bid Opening and Evaluation

24. Bid Opening in e-tendering process

The Employer inviting the bids or its authorized representative will open the bids online and this could be viewed by the bidders also online. 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.

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

In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized first.

Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.

Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 21.3 of ITB and upload the same for viewing online.

25. Bid Opening in Manual Tendering process

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

In all cases, the employer will open 1st Envelope-1, in which the amount of Earnest Money, forms and validity shall be announced 1st. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

26. Process to be Confidential

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 to 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/her Bid

27. Clarification of Bids and Contacting the Employer

No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

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/her bid.

28. Correction of Errors in case of Manual Tendering

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

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

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

29. Evaluation and Comparison of Bids

The Employer will evaluate and compare the bids submitted properly as per clause 19 to 23.

In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in bid document be increased at the expense of the successful Bidder to a level sufficient to protect the Employer interest against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder. Seriously unbalanced bid may be rejected if the Bidder fails to produce detailed price analysis.

30. Price Preference

There will be no price preference to any bidder.

F. Award of Contract

31. Award Criteria

Subject to Clause 29 of ITB, The Employer will award the Contract to the Bidder, Who has offered the lowest evaluated Bid price, provided the bidder satisfies the conditions as per clause 3 and to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price along with the clause 29.3 of ITB.

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

Notwithstanding the above Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement.

33.1 Bidder is required to submit the following affidavit and document at the time of signing the agreement.

- (i) An affidavit on a single non-judicial stamp paper of Rs. 100/-. The bidder must not have in his/her employment:
 - (a) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
 - (b) Any person without Government permission, who retired as gazetted officer within the last one year from any Central or State Government Departments listed in the Appendix to ITB.
 - (c) He/she will own/arrange the machinery and equipment, as per requirement of work.
 - (d) He/she will not sub-let the work to another contractor.
- (ii) Self-attested copy of PAN of Firm or contractor.
- (iii) Self-attested copy of GST registration certificate
- (iv) Self-attested copy of Labour registration certificate.
- (v) Original affidavit on Format T-6 on a single non-judicial stamp paper of Rs. 100/-
- (vi) Original affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.

The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiry of the bid validity period by emails, SMS, facsimile or any means of communication confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract.

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

34. Performance Security

34.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of total -10% percent of the Contract Price, valid for the period of 5 Years plus the time for completion of works and additional security for unbalanced Bids in accordance with Clauses 29.3 of ITB and Clause 39 Part I General Conditions of Contract and sign the contract.

The performance security shall be only in the form of fixed deposit Receipts from a Scheduled Commercial Bank in favour of Executive Officer Nagar Panchayat Kanth District – Moradabad (U.P.)

Failure of the successful Bidder to comply with the requirements of Clause 34.1. shall constitutes sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He/she will also be debarred from participating in bids under the concerned division or he/she may be blacklisted.

35. Corrupt or Fraudulent Practices

It is required that each Bidder/Contractor (including their respective officers, employees) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He/she commits himself to observe the following principles during his/her participation in the Tender process and during the Contract execution:

- The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Employer involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/CRPC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent Practice, which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her/ her reputation or property to influence their participation in the tendering process).

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach under Clauses

35.1 to 35.5 above by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

- If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 35.1 to 35.5 above or in any other form, such as to put his/her reliability or credibility in question, the Employer after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.
- Forfeiture of Bid Security/Performance Security: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract, the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Bid Security and Performance Security of the Bidder/Contractor as the case maybe.

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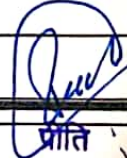
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Appendix to ITB or Bid data sheet

Instructions to Bidders Clause Reference

(1.1)	The Employer is Nagar Panchayat Kanth District – Moradabad (U.P.)		
	Representative: <i>Strike out which one is not applicable</i>		
	Identification No. of the works is:		
1.	Name of Work: AS PER BOQ		Block :
	Name of Road		Block
	From	To	Length (Km.)
1.			
The State is :- Uttar Pradesh			
(2.1)	Eligible Bidders are: Contractors registered with autonomous body/Public Sector Department/ State Government/Central Government or any government department in appropriate class <u> </u> A /B/ C D E as the case may be. (Bidder is required to upload the scanned copy of registration certificate online).		
2.4	The bidder has to be produced character Certificate (T-4), Solvency Certificate (T-5) issued by the competent authority in true copies of original with bid document and originals is to be produced and verified before acceptance of bid, Self-Declaration Affidavit (T-6) on Rs.100.00 Non Judicial Stamp paper. (Bidder is required to upload the scanned copy of T-4, T-5, T-6 online).		
3.1(a)(i)	An affidavit that the information furnished with the bid documents is correct in all respects; exactly in the format attached with bid document. Bidder is required to upload scanned copy on line and original in the office at prescribed time.		
3.1(a)(ii) and (iii)	Other certificates required with the bid 1. Each bidder is required to furnish an affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-. 2. Authorize address of the bidder: email-id, mobile no, fax no. and contact address of residence and office written on his/her letter pad.		
5.1	3. (a) Cost of Bid Document for e-tendering: - The bidder has to deposit in the Govt. Account of Nagar Panchayat Kanth Moradabad (Account Number - 11511629040, State Bank Of India, Branch – Kanth District – Moradabad IFSC Code – SBIN0002556) through Internet Banking or Online Transfer only. All concerned please note that the bidding process will not move onward if the Bid Document's Cost (Tender Fee) is not paid through Internet Banking or Online Transfer only. (b) Cost of Bid document for Manual Tendering: - Demand Draft drawn on any Scheduled Commercial Bank in favour of Payable at will necessarily be attached with the bid if the bid is downloaded from departmental web site towards the non-refundable cost of Bid document as mentioned in col 6 of NIT.		
	Bidder is required to submit the following affidavit and document at the time of signing the Agreement Each bidder is required to furnish an affidavit on a single non-judicial stamp paper of Rs. 100/- The bidder must not have in his/her employment		
3.1(b) (i)	(i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB		
3.1(b) (ii)	(ii) Without Government permission, any person who retired as gazetted officer within the last one year of the rank and from the departments listed in the Appendix to ITB.		
3.1(b) (iii)	(iii) He/she will own/arrange the machinery and equipment, as per requirement of work.		
3.1(b) (iv)	(iv) He/she will not sublet the work to other contractor		
3.1(b) (v)	(v) Self-attested copy of PAN of Firm or contractor.		
3.1(b) (vi)	(vi) Self-attested copy of GST registration certificate		


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3.1(b) (vii)	(vii) Self-attested copy of Labour registration certificate	
2.4	(viii) Original affidavit on Format T-6 on a single non-judicial stamp paper of Rs. 100/-	
2.4	(ix) Self-attested copy of valid T-4 Character certificate issued by DM/Collector.	
2.4	(x) Self attested copy of valid T-5 Solvency certificate issued by DM/Collector.	
2.5	(xi) Self attested copy of valid registration certificate of appropriate class in autonomous body/Public Sector Department/ State Government/Central Government or any government department in appropriate class A/B/C/D/E as the case may be.	
3.1(a) (ii)	(xii) Authorize address of the bidder email-id, mobile no, fax no., and contact address of residence and office written on his/her letter pad duly signed by the bidder.	
3.1(a) (iii)	(xiii) original affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/-.	
	Bid capacity calculation sheet	
3.1(b) (i)	The bidder must produce an affidavit stating that the near relations of the following departmental officers employed in the ULB / Elected Member of Nagar Nigam ,Nagar Palika, Nagar Panchyat Municipal Commissioner, CE, EE, EO, J.E's, A.E. 's, DAOs and other clerical staff) clearly mentioning the names and designation of relatives working in any capacity in the Department along with Posting Place for award and execution of work. A bidder shall not be permitted to bid for works in the Division responsible for award and execution of contracts in which his/her or his/her spouse's near relatives (defined as first blood relations, and their spouses) is posted in any capacity such as Divisional Accountant Officer, other clerical staff or as an officer in any capacity between the grades	
3.1(b)(ii)	Any retired Gazetted officer (retired within one year) from any state/Central Government is not allowed to work in the contractor establishment without Government permission. This contract is liable to be cancelled if either the Contractor or any of his/her 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. <i>The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his/her employment who retired within the last one year.</i> In case there is no such person in his/her employment, his/her affidavit should clearly state this fact.	
(6.2)	The contact person or Employer is: Designation: : EXECUTIVE OFFICER Address: NAGAR PANCHAYAT KANTH DISTRICT - MORADABAD (U.P.) Telephone No: 9451515341	
10	Language of the bid is:	English
17	The amount of Earnest Money Shall be @ -10 % rounded up to ten rupees. (as per latest GO)	Rs. AS PER NIT Lakh (In words) (a) Bid Security (EMD):- The bidder has to deposit in the Govt. Account of <u>Nagar Panchayat Kanth Moradabad</u> (Account Number - 11511629040 , State Bank Of India Branch - Kanth District - Moradabad IFSC Code - SBIN0002556)) through Internet Banking or Online Transfer only. All concerned please note that the bidding process will not move onward if the Bid Security (EMD) is not paid through Internet Banking or Online Transfer only (in case of e- tendering) (b) Bid Security (EMD): Bids must be accompanied with security of the amount specified for the work in the table as per column 5. Bid security will be only in the form of FDR/TDR of a Scheduled Commercial Bank, pledged in favour of concerned ----- (in case of Manual Tendering Only)
17.2	Fixed Deposit Receipt must be pledged in favour of only in case of Manual Tender otherwise it will be deposited in Account as mentioned above.	_____
17.3	Exemption from Earnest Money is granted to:	None

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अध्यक्षा
नगर पंचायत काँठ
मुरादाबाद

8.2	Place , Time and Date for pre-bid meeting are:	Place : Office of Nagar Panchayat Kanth District – Moradabad Date: 16 .11.21 Time : 02:00 P. M.
14.2	Bids Submission	Bids may be submitted only <i>In percentage rate method</i>
16	Bid validity date:	90 Days from the deadline date for bid submission
	The Employer's address for the purpose of Bid submission is	Executive Officer Nagar Panchayat Kanth , Moradabad
19 to 23	The deadline for submission of bids shall be:	AS PER NIT
24 to 25	The date and time for opening of the Bids are	AS PER NIT
34.2		(i) Performance Security shall be valid until a date days after intended completion date. (would be taken as per latest GO) (ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period. (would be taken as per latest GO)


 (Surya kant)
 Executive Officer
 Nagar Panchayat Kanth, Moradabad


 (Priti)
 Chairman
 Nagar Panchayat Kanth, Moradabad

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 affirm and state as under:

1. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number dated: issued by.....(Authority inviting bids) For the (name and identification of work) are true and correct.

2. * I hereby certify that I have been authorized by (The bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

VERIFICATION

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

Deponent

Place:

Date:

Note: -

1. S.No 2 above will not be applicable if the bidder is an individual and is signing the bid on his/her own behalf.
2. Name and seal of the attestation officer (Magistrate/ Sub-Judge/ Notary Public) must be readable.
3. S.No. of register as well as registration number of Notary must be mentioned in all affidavit

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Section 3

General Conditions of Contract for Construction work up to value of Rs.40.00 Lakh

A. General

1. Definitions

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

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

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

The Contract is the Contract between the Employer (-----) and the Contractor to execute and complete Works.

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

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

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

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract or ordered by the Engineer.

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

The Defects Liability Period is one year calculated from the Actual Completion Date.

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

The Employer (.....) as the case may be) 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 competent authority by issuing an extension of hindrance time.

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

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

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

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

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

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

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

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

ULB as define in the contract data is under local bodies in which bid has floated

ULB's as define in the contract data is under local bodies of Uttar Pradesh.

2. Interpretation

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

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

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 Section-5 / Section-5 (Part I and part II)
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities as uploaded on website with the bid document for the said NIT, No any change in up loaded BOQ will be allowed.
- (11) NIT
- (12) T-4
- (13) T-5
- (14) T-6 in original.
- (15) Name of the Contractor Nominee as per clause 50.2 (if any) and
- (16) Any other document listed in the Contract Data.

3. Language and Law

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

4. Engineer's Decisions

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/she will so obtain the approval.

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

5. Delegation

The Engineer, with the approval of the Employer, may delegate any of his/her duties and responsibilities to other departmental officer, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

All Certificate, notices or instructions to be given to the contractor by Employer / Engineer shall be sent on the address (Postal address/E-mail address) or contact details given by the contractor in **Section 6- Form of Bid**. The address and contact details for communication with the Employer/ Engineer shall be as per the details given Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means (e-mails, sms, whatsapp, Twitter etc.) shall be effective on confirmation of the transmission.

Any change in communication address by the contractor during the concurrence of the contract must be intimated by the Contractor through registered letter and e- mail to the employer as well as the Engineer failing which the communication address given by the contractor in **Section-6 Form of Bid** will be valid address for any communication which will be binding to the contractor.

7. Personnel

The Contractor shall employ for the construction work 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.

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

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

The Contractor shall not employ any retired employee of the ULB department who retired within one year without the prior permission from department.

Any type of misbehaviour either by Contractor or by his/her personnel will be treated as same done by the Contractor.

Neither Contractor nor his/her personnel will do any activity at the Work site or vicinity of the Work due to which law and order & Social harmony problem arise.

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

8. Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks that this Contract states are Contractor's risks.

9. Employer's Risks

The Employer is responsible for the accepted 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

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the contractor.

11. Site Investigation Reports

The Contractor, in preparing the Bid, must rely on his/her own Site visit before submitting the bid.

12. Queries about the Contract Data

The Engineer will clarify queries on the Contract Data.

13. Contractor to Construct the Works

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

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.

14. The Works to Be Completed by the Intended Completion Date

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.

15. Approval by the Engineer

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

The Contractor shall be responsible for design of Temporary Works.

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

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

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.

16. Safety

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

The Contractor shall be responsible for safety of all persons employed by him on Works, directly, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.

17. Discoveries

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.

18. Possession of the Site

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.

19. Access to the Site

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

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

20. Instructions

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

21. Dispute Redressal System

If any dispute or difference of any kind what-so-ever 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 thirty days after being requested in writing by the Contractor to do so, convey his/her 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.

Either party will have the right of appeal, against the decision of the competent authority,

22. Procedure for resolution of disputes Redressal System

If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 30 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of 30 days after being requested in writing by the Contractor to do so, convey his/her 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.

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

The composition of the Empowered Standing Committee will be:

- I. The director local bodies ;

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

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

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

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

B. TIME CONTROL

23. Programme

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

The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel (if any) being deployed, the list of machinery along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

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

The Contractor shall submit to the Engineer for approval an updated Programme at intervals of not longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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 per

24. Extension of the Intended Completion Date

The competent authority As Per State Government rule 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.

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

The competent authority As Per State Government rule shall decide whether and by how much time to extend the Intended Completion Date.

No any extension of Intended Completion Date will be allowed if the delay is caused to stop the work by Gundaism or by misbehaving or by fighting with the local habitant either by the Contractor or his/her employee or by any cause created by the Contractor or his/her employee.

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

25 Delays Ordered and work progress by the Engineer

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

If any delay/delays in date of start ordered by the Engineer in writing the due date of completion shall be shifted accordingly by the Employer. Written order of delays by the Engineer must be intimated to the Employer.

(a) Milestones to be achieved during the contract period

1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction
 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction
 3/4th of the value of entire contract work up to 3/4 of the period allowed for completion of construction

(b) Amount of liquidated damages for delay in completion of works. For whole work 1 Percent of the Initial Contract Price, rounded off to the nearest thousand, per week. This is minimum limit.

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

C. Quality Control

26. Identifying Defects

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

27. Tests

For Carrying out mandatory tests as prescribed in the specification.

The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the Specifications, and
- b. For the correctness of the test results, whether preformed in his/her labouratory or elsewhere.

If the Engineer instructs the Contractor to carry out a test not specified in the PWD Specification/ Rural Roads Manual / CPWD etc 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.

28 Correction of Defects noticed during the Defect Liability Periods

The notice given by the Departmental officer to the Contractor for any Defects before the end of the Defects Liability Period, which begins at Completion of work and ends after one year. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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.

Any instructions issued by the Departmental officer or TAC (Technical Audit Cell of Government) during concurrence of contract or during defect liability period shall be binding to the contractor.

29. Uncorrected Defects

If the Contractor does not rectify the defects after repeated instruction of Engineer, it shall be treated as breach of contract and his/her contract shall be terminated followed by debar for future tendering or black listing.

If the Contractor has not corrected a Defect pertaining to the Defect Liability Period as per Conditions of Contract to the satisfaction of the Engineer, within the time specified in the Engineer's notice, The Engineer will assess the cost of correction plus 20% of bonded amount as additional cost for completing the defects and will get corrected by debit agency like Work Order/ New Agreement as the case may be after informing to the original Contractor. The cost of correction shall be deducted from any dues of the Original Contractor.

D . Cost Control

30. Bill of Quantities

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

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.

31. Variations and Extra items.

The Competent Authority shall, as per State Govt. rules 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/she considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account. *The variation should not be beyond the sanctioned estimated cost.*

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

32. Payments for Variations

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

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.

If the rates for Variation item cannot be determined in the manner specified as above, within 7 days of the issue of order of variation work, the contractor will inform the Engineer the rate which he/she 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. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor. Overall percentage rate below/above of the contract shall also be applicable to these rates.

33. Cash Flow Forecasts

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

34. Payment Certificates

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

- (a) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's fortnightly/monthly statement within 7 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 or his/her subordinate.
- (d) The value of work executed shall comprise the value of the quantities of the completed items in the Bill of Quantities.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (g) The Payment of final bill shall be governed by the provisions of contract.

35. Payments

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/she had certified within 15 days of the date of each certificate.

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.

36. Compensation Events

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.

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.

37. Tax

The rates quoted by the Contractor shall be deemed to be inclusive/Exclusive 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. Those Taxes shall be paid extra as per rule on items mentioned in bill of quantity. GST will be applicable as per latest Govt order.

38. Currencies

All payments will be made in Indian Rupees.

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

The Employer shall retain security deposit of-----% of the amount from each payment due to the Contractor until completion of the whole of the construction Work. (as per latest GO)

On satisfactory completion of the whole of the construction work total amount retained as Security Deposit will be repaid to the contractor after ----- year of completion of work. (as per latest GO)

The additional performance security for unbalanced bids as detailed in Clause 41 of Conditions of Contract is repaid to the contractor when the construction work is complete. (as per latest GO)

The performance security equal to the----- percent of the contract price as detailed in Clause 41 of Conditions of contract is repaid to the contractor when the period of defect liability is over and the Engineer has certified that the work is satisfactory after defect liability. If the defects notice during the defect liability period are not corrected by the contractor as per condition of this contract, the employer will be free to rectify the defect and the amount required for this purpose will be recovered from amount of performance security available with the employer and from any other amounts of the contractor available with the employer or from the revenue recovery. (as per latest GO)

If the contractor so desires then the Security Deposit can be converted into any interest bearing security of Schedule Commercial Bank duly pledged in favour of the Concerned Executive up to Defect Liability Period.

40. Liquidated Damages

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.

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.

41. Securities

The Performance Security equal to ----- percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial Bank. The Performance Security shall be valid until a datedays from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion. (would be taken as per latest GO)

42. Cost of Repairs

42 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/her cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

43. Completion of Construction

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.

44. Taking Over

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

45. Final Account

The contractor shall submit the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 30 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to correct the defects 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.

In case the account is not received within 30 days of issue of Certificate of Completion as provided above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

46. Operating and Maintenance Manuals

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

If the Contractor does not submit 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.

47. Termination

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

Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) The Contractor is declared as Bankrupt.
- c) If Contractor fails to correct the defects indicated by the Engineer within a reasonable period of time determined by the Engineer;
- d) The Contractor does not maintain a Security, which is required;
- e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 40 ; (it means the Contractor has delayed the works beyond the intended completion time even after imposing the liquidity damage) ;
- f) 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 practice" 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.
- g) If the Contractor has not completed at least thirty per cent of the value of construction Work required to be completed after half of the completion period has elapsed;
- h) If the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.
- i) if the Contractor engages child labor in violation of prevailing laws;
- j) if the Contractor fails to ensure that there is no gender bias in engagement of labor and other employees and in payment of wages and he/she discriminate against female workers.
- k) Non Cooperation with the Co-Contractor
- l) If the Contractor does not maintain the quality after repeated instruction of Engineer.
- m) Any activity against the CRPC/IPC
- n) Any unsocial activity.
- o) Other justified reason as considered by the Engineer
- p) And any other fundamental breaches as specified in the Contract Data.

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

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.

48. Payment upon Termination

- (i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done, less liquidated damages, less advance payments received by the Contractor up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit, and Performance Security. If any amount is still left un-recovered it will be a debt payable to the Employer from any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

(ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non-compliance of the requirements of clause 29 of GCC regarding defects liability period and routine maintenance (if any), the Engineer will assess the cost of having the defect corrected. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un-recovered, it will be recovered from any dues payable to the Contractor from any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, less advance payments received by the Contractor up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

49. Property

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

50. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

Death or permanent invalidity of the Contractor: the Contractor shall indicate his/her nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 53 of GCC.

However, if the nominee expresses his/her/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

F. Other Conditions of Contract

51. Labor

The Contractor shall, unless otherwise provided in the Contract, make his/her own arrangements for the engagement of all staff and labor, local or other, and for their safety, payment, housing, feeding and transport as per their mutual consent.

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 labor from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

52. Compliance with Labor Regulations

During continuance of the Contract, the Contractor and his/her Sub-Contractors shall abide at all times by all existing labor enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to construction industry are given in Appendix to Part I General Conditions of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct

any money due to the Contractor including his/her amount of Performance Security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage caused by the personnel of Contractor or Contractor himself.

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

Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out. The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period, unless and otherwise provided in the Contract, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason.

In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-Contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.

It shall be the responsibility of the Contractor to pay EPF/ESI contributions as required under prevailing laws. The Contractor shall bear all such cost and it would be deemed to be included in the Contract Price.

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

The Contractor shall ensure that there is no gender bias in engagement of labour and other personnel and shall not make any discrimination against female employees. The Contractor shall comply with the Equal Remuneration Act, 1979 and Maternity Benefit Act, 1961.

The Contractor shall have a Labour Welfare Organization which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. In this context, the Contractor is also required to familiarize himself with Labour Welfare Rules of the state concerned and comply with the provisions of the Building and other Construction Workers (Regulation and Employment & Conditions of Service), Act 1996 and the Cess Act, 1996.

The Contractor shall provide and maintain at his/her own expense, all necessary accommodation and welfare facilities as per prevailing labour and welfare laws for his/her (and his/her Sub-Contractor's) staff and labour.

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

53. Drawings 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/she is engaged without the prior approval of the Employer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his/her employees or any employees of his/her sub-Contractors without the prior approval of the Employer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Employer in writing.

54. The Apprentices Act, 1961

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

55. The Disaster Management Act 2005

The Contractor shall duly comply with the provisions of the Disaster Management Act 2005 regarding usage of Face masks and other social distancing related guidelines issued by State for COVID or any other disaster / pandemic.

Appendix General Conditions of Contract

SALIENT FEATURED OF SOME MAJOR LABOR 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 labor.
- 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 lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and 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 Labor (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 labor 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 3

Conditions of Contract

Special Conditions of Contract

These conditions vary and add to the Conditions of Contract set out in Part I General Conditions of Contract

- I. Contractor shall procure Bitumen from the Government approved refinery and shall produce the original C.R.C. issued by the refinery at the time of claiming the payment for bitumen along with the bill.
- II. May be specified as per requirement.

Contract Data to General Conditions of Contract

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

Clause Reference

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

1. The Employer is: [Cl.1.1]
 Designation: _____
 Name of authorized Representative: _____
 Telephone No.(s): (Office) ... _____
 Mobile No. _____
 Facsimile (FAX) No.: _____
 Electronic mail Identification (E-mail ID): _____
Strike out which one is not applicable
2. The Engineer is _____
 Designation: (Name) _____
 Address: _____
 Telephone No.(s): (Office) _____
 Mobile No. _____
 Facsimile (FAX) No _____
 Electronic mail Identification (E-mail ID): _____
3. The Site is located: within Distt. _____ [Cl.1.1]
4. The Start Date shall be seven days after the date of issue of the Notice to proceed with the Work. [Cl.1.1]
5. (a) The name and identification number of the Contract is: [Cl.1.1]
 (b) The Works consist of: [Cl.1.1]

1.	Name of Work: -AS PER BOQ		Block: _____	
or	Name of Road		Block	Length (Km.)
	From	To		
1				

6. The following documents also form part of the Contract: [Cl.2.3]

7. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
 (b) The language of the Contract documents is English. [Cl.3.1]
8. Site investigation report [Cl.11.1]
 As available with Employer or Engineer as mentioned above.
9. The key equipment/machinery for construction works shall be:

Name of the Equipment		No of equipment required if any
1	Concrete Mixer Machine	
2	Surface Vibrator	
3		

4		
5		

10. (a) The period for submission of the programme for approval of Engineer shall be seven days [Cl.23.2] from the issue of Letter of Acceptance.
- (b) The updated programme shall be submitted at interval of ----- days. [Cl. 23.4]
- (c) The amount to be withheld for late submission of programme shall be Rs. 1000=00 per day for contract value up to 40 lacs [Cl. 25.4]
11. *No increase in rates of any items specified in Bill Of Quantities is allowed due to variation in quantities* [Cl 31.1]
12. The authorized person to make payments is ----- U.P. [Cl.35.3]
13. (a) Milestones to be achieved during the contract period
- (1) $1/8^{\text{th}}$ of the value of entire contract work up to $1/4^{\text{th}}$ of the period allowed for completion of construction
- (2) $3/8^{\text{th}}$ of the value of entire contract work up to $1/2$ of the period allowed for completion of construction.
- (3) $3/4^{\text{th}}$ of the value of entire contract work up to $3/4^{\text{th}}$ of the period allowed for completion of construction
- (b) Amount of liquidated damages
- For Whole of work 1 percent of the Initial Contract Price delay in completion of works, rounded off to the nearest thousand, per week. This is minimum limit.
- (c) Maximum limit of liquidated damages for
- 10 per cent of the Initial Contract Price delay in completion of work rounded off to the nearest thousand per week. This is maximum limit. [Cl.38.1]
14. The standard form of Performance Security acceptable to the Employer Shall be an unconditional Fixed Deposit Receipt of the scheduled commercial Bank in favor of U.P. [Cl.41.1]
15. (a) The Schedule of Operating and Maintenance Manuals :N.A. [Cl.46.1]
- (b) The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be (Including L-Section and Cross Section of the road) [Cl.46.1]
16. The amount to be withheld for failing to supply "as-built" drawings by the date required is ----- Rs. 50000.00 [Cl.46.2]
17. (a) The following events shall also be fundamental breach of contract: [Cl.42.2 (i)]
- "The Contractor has contravened Clause 7.1
18. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be ----- 20 % [Cl.48.1]

Section 4

Specifications, Drawings and Schedule-C

Shall be attached as per nature of Work

Section 5 (Part I) for e-tendering FORM OF BID FOR PART I OF THE BID

Technical Qualification Part I of Bid

The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid.

To

The Executive Officer
Nagar Panchayat Kanth
District – Moradabad (U.P.)

Name of Works: - _____

Dear Sir.

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 11, and acceptance of provisions for Fraud and Corruption in the Bidding Document, I/we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.
2. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.

Authorized Signatory.....

Name and Title of Signatory.....

Name of Bidder.....

Authorized Address of Communication.....

.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

Strikeout which one is not applicable

SECTION 5 (Part II) for e-tendering Form of Bid for Part II of the Bid

Technical - Financial Part II of Bid

The Bidder shall fill in and load this form for Part II of Bid separately from the form for Part I of the Bid

To

The Executive Officer
Nagar Panchayat Kanth
District – Moradabad (U.P.)

Name of Works:

Dear Sir

1. With full understanding that Part II of our bid will be opened only if I/ we qualify on the basis of evaluation in Part I of the Bid, we offer to execute the works described above, remedy any defects therein, conformity with the Conditions of Contract, Specifications, Drawings and Bills of Quantities accompanying in Part II of the Bid.
2. This Bid and your written acceptance of it shall constitute a binding contract between us. I/ we understand that you are not bound to accept the lowest or any bid you receive.
3. I/ we undertake to commence the works on receiving the Notice to Proceed with the Work in accordance with the Contract Conditions.

Signature of Authorized Signatory.....

Name and Title of Signatory.....

Name of Bidder.....

Authorized Address of Communication.....

.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

Strikeout which one is not applicable

Section 5 for Manual Tendering

Form of Bid

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

[Date]

To,

THE.....

Description of the Works

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

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

a) For percentage rate..... Percentage below/ ----- percentage above/ at par with the rate entered in the schedule of rates/BOQ, as referred to in clause 12 of ITB

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

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

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the bid document

Signature of Authorized Signatory.....

Name and Title of Signatory.....

Name of Bidder.....

Authorized Address of Communication.....

.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

Strikeout which one is not applicable

Section 6

Bill of Quantities

Preamble

1. Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
1. For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities.
2. 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, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
3. Arithmetic errors will be corrected by the Employer.

Bill of Quantities
(For Percentage Rate Bids)

1.	Name of Work: —AS PER BOQ		Block—————	
or	Name of Road		Block	Length (Km.)
	From	To		

(a) In case of e-tendering Bidder has to quote %age Above/Below or At par on line at prescribed column/Row.

(b) In case of Manual Tendering Bidder has to quote %age Above/Below or At par in Section-5 at prescribed place.

[illegible]

Signature of the Contractor

Section 7

Letter of Acceptance and Other Forms

Office of the Executive Officer, Nagar Panchayat Kanth Moradabad

Address:- Mohalla- Mehmoodpura , kanth

NO.....

DATED

LETTER OF ACCEPTANCE

To,

.....

This is to notify you that on behalf of the.....

..... has accepted your Bid dated for execution of the Work:

Description of the Works

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

for District- Moradabad for the contract Price of (in
 only) is hereby accepted by our Agency.

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

You are also requested to submit the work programme, List of Tools and Plants to be brought to site, Name of
 technical personnel to be deployed at site (if any), Name of borrow pits in case of Earth filling by cartage earth, Name
 of quarry from where the stone will be brought to site.

Strikeout which one is not applicable

Yours faithfully,

Signature Of Employer/Officer
Inviting Tender,

No. & Dated as above.

Copy to

for information & necessary action.

Signature Of Employer/Officer
Inviting Tender

(c) Standard Form of Agreement

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

Standard Form: Agreement

Agreement

This agreement, made the day of of 20----- between -----
-----, on behalf of -----

(Hereinafter called "the Employer") of the one part, and

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

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

Description of the Works

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (1) Agreement,
 - (2) Notice to Proceed with the Work,
 - (3) Letter of Acceptance,
 - (4) Contractor's Bid Section-5 / Section-5 (Part I and part II)
 - (5) Contract Data,
 - (6) Special Conditions of Contract
 - (7) General Conditions of Contract
 - (8) Specifications,
 - (9) Drawings,

- (10) Bill of Quantities as up loaded on website with the bid document for the said NIT, No any change in up loaded BOQ will be allowed.
- (11) NIT
- (12) T-4
- (13) T-5
- (14) T-6 in original.
- (15) Name of the Contractor Nominee as per clause 50.2 (if any) and
- (16) Any other document listed in the Contract Data.

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

The Common Seal of

**Signature Of Employer/Officer
Inviting Tender**

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

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

In the presence of:

.....

Binding Signature Of Employer/Officer Inviting Tender authorized representative

.....

Binding Signature of Contractor

.....

Strike out which is not applicable

Office of the Executive Officer, Nagar Panchayat Kanth , Moradabad
Address:- Mohalla Mehmoodpura , Kanth District - Moradabad

Issue of Notice to proceed with the work

LETTER NO.....

DATED.....

To,

.....

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 29.1 and signing of the contract for the construction of

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

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

Date of Start:

Due date of Completion:

Defect Liability Period:

Yours faithfully,

**Signature Of Employer/Officer
Inviting Tender**

No. & Dated as above.

Copy to----- information & necessary action.

**Signature Of Employer/Officer
Inviting Tender**

Strike out which is not applicable

CHECK LIST (ULB T-1) FOR THE TECHNICAL EVALUATION OF BIDS UP TO 40 LAKH

NIT No: _____ opened on _____ day of opening
 After Evaluation of Technical bid by the Evaluation committee Financial bid will be opened on _____ day of opening
 of Technical Bid
 Name of Work: _____ DISTRICT: _____ BID VALUE:-Rs. _____ Lakh

	Description of Items	Requirements as per Contract Documents	Contractor Achievement	Remarks
1	Name of Bidder and Address			
	ID No. of the Bidder			
2	Status of Bidder Individual or Firm or Company or others			
3	Cost of Bid Document in the form of DD non refundable in favour or purchase from office in case of Manual Tender , or proof of Payment (RTGS/NEFT) in the Govt. account by Internet Banking	Rs.		
4	Acceptable EMD/BID Security i.e FDR or TDR pledged in favour of or Proof of Payment (RTGS/NEFT) in the Govt. account by Internet Banking,	Rs		
5	<u>Affidavit regarding correctness</u> of information furnished with bid document as per provisions of Clause 3.1 (a) (i) of ITB	Yes	YES/ NO	
6	An affidavit on Format T-6 on a single non-judicial stamp paper of Rs. 100/- as per provision of clause 2.4 of ITB	Yes	YES/ NO	
7	An affidavit that Bid is valid for 90 days and Bidder has neither criminal record nor registered in any bar council on non-judicial stamp paper of Rs. 10/- as per provision of clause 2.3, 2.5 & 16.1 of ITB	Yes	YES/ NO	
8	copy of valid T-4 Character certificate issued by DM/Collector. as per provision of clause 2.4 of ITB	Yes	YES/ NO	
9	copy of valid T-5 Solvency certificate issued by DM/Collector. as per provision of clause 2.4 of ITB	Yes	YES/ NO	
10	copy of valid registration certificate as per provision of clause 2.1 of ITB	Yes	YES/ NO	
11	Authorize address of the bidder: email-id, mobile no, fax no., and contact address of residence and office written on his letter pad duly signed by the bidder. as per provision of clause 3.1 (a) (ii) of ITB	Yes	YES/ NO	
12	Disqualifying criteria as provided in para-3.3 of ITB The bid may be rejected if the bidder has:			
	(a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted and/or as per clause 3.3 (i) of ITB	No	YES/ NO	
	(b) 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. as per clause 3.3(ii) of ITB .	No	YES/ NO	
13	Miscellaneous (PAN no. EPF CODE , LABOUR REGISTRATION CERTIFICATE , GST Reg. Certificate etc.)			

On the basis of above document the bid of M/s _____ is found responsive/Non responsive & qualified/ Non-qualified and recommended/not recommended for opening of his financial bid
 Signature of members of Committee

T-4

कार्यालय जिला मजिस्ट्रेट,

चरित्र प्रमाण-पत्र

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

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

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

8. सामान्य ख्याति

9. प्रमाण-पत्र : -

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

दिनांक

हस्ताक्षर
जिला मजिस्ट्रेट/कलेक्टर
(मुहर सहित)

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

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

3. संबंधित व्यक्ति से स्वघोषणा शपथ-पत्र ले सकते हैं।
4. यह प्रमाण-पत्र सामान्यतः दो वर्ष के लिए मान्य होगा। यदि इससे पूर्व कोई अपराधिक घटना होती है अथवा प्रार्थी के विरुद्ध कोई अपराधिक मुकदमा आदि दर्ज होता है या वह किसी संगठित अपराध में या माफिया गतिविधियों में या असामाजिक गतिविधियों में पकड़ा जाता है तो पुलिस विभाग का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/क्लेक्टर तथा संबंधित विभाग के अधिकारियों को देगा और प्रमाण-पत्र तत्काल निरस्त किया जायेगा।
5. इन प्रमाण-पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में तथा वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में एक अलग रजिस्टर में विधिवत अंकित की जायेगी और निर्गत प्रमाण-पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवश्य रखी जायेगी।
6. इस प्रमाण-पत्र के निर्गत करने अथवा निरस्त करने के संबंध में अन्तिम निर्णय संबंधित जिला मजिस्ट्रेट/क्लेक्टर का होगा।
7. निर्गत प्रमाण-पत्र की एक कार्यालय प्रति (Office copy) वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में अवश्य रखी जायेगी और एक अलग रजिस्टर में प्रविष्टि अंकित की जायेगी जिससे रिकार्ड रहे।
8. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, चरित्र प्रमाण-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

कार्यालय जिला मजिस्ट्रेट,

हैसियत प्रमाण-पत्र

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

1. प्रार्थी का नाम (व्यक्ति/फर्म/ संस्था का नाम)
2. पिता/पति का नाम श्री
3. निवास स्थान

(अ) पूरा स्थाई पता दूरभाष सहित

(ब) अस्थायी पता दूरभाष सहित

4. व्यवसाय

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

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

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

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

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

8. प्रार्थी का पैन नम्बर है।

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

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

दिनांक

हस्ताक्षर
जिला मजिस्ट्रेट/ कलेक्टर
(मुहर सहित)

- नोट:-
1. जिला मजिस्ट्रेट/ कलेक्टर द्वारा यह प्रमाण-पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण-पत्र निर्गत नहीं किया जायेगा।
 2. प्रमाण-पत्र देने के पूर्व वह आवश्यकतानुसार तहसीलदार/एस0डी0एम0/अपर जिलाधिकारी/बैंक अधिकारी आथवा किसी अन्य अधिकारी से जाँच कराकर रिपोर्ट प्राप्त कर सकते हैं।
 3. संबंधित व्यक्ति से स्वघोषणा पत्र-पत्र भी ले सकते हैं।
 4. यह प्रमाण-पत्र सामान्यतः दो वर्ष के लिए मान्य होगा। यदि इससे पूर्व कोई महत्वपूर्ण विक्रय आदि होता है अथवा सम्पत्ति में परिवर्तन होता है या कमी आती है तो संबंधित व्यक्ति का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/ कलेक्टर तथा संबंधित विभाग के अधिकारियों को देगा और प्रमाण-पत्र में संशोधन जारी किया जायेगा।
 5. इस प्रमाण-पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में एक अलग रजिस्टर में विधिवत अंकित की जायेंगी और निर्गत प्रमाण-पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवश्य रखी जायेगी।
 6. इस प्रमाण-पत्र के निर्गत करने अथवा निरस्त करने के संबंध में अन्तिम निर्णय संबंधित जिला मजिस्ट्रेट/ कलेक्टर का होगा।
 7. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, हैसियत प्रमाण-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

शपथ-पत्र

मैं पुत्र श्री

निवासी

(स्थायी पता)

(अस्थायी पता) का निवासी हूँ।

मैं शपथ पूर्वक निम्न घोषणा करता हूँ।

राजपत्रित अधिकारी
द्वारा प्रमाणित
पामपोर्ट साइन का
नवीनतम फोटोग्राफ
चम्या किया जाय

1. मैं..... का ए/बी/सी/डी/ई श्रेणी का पंजीकृत ठेकेदार हूँ/नहीं हूँ। (विभाग द्वारा निर्गत श्रेणी संबंधी प्रमाण-पत्र संलग्नक किया जाय) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं के कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का प्रयास अनुभव है।
2. द्वारा जो (कार्य का विवरण लिख जाय) कराने की निविदा निर्गत की गई है उसके लिए मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण-पत्र: चरित्र प्रमाण पत्र/हैसियत प्रमाण-पत्र/आयकर प्रमाण-पत्र/ व्यापार कर प्रमाण-पत्र/ बीड सेक्योरिटी प्रमाण-पत्र/ बीड कैपिसिटी प्रमाण-पत्र/जमानत धनराशि आदि का प्रमाण-पत्र तथा अन्य सुसंगत अभिलेख आदि मूलरूप में/आवश्यक प्रमाणित प्रति निविदा पत्र के साथ संलग्नक कर दिये गये हैं।
4. मेरा पैन नं० है। (आयकर विभाग द्वारा प्रदत्त प्रमाण-पत्र संलग्नक किया जाय)
5. मेरे विरुद्ध अपराधिक मुकदमोंका विवरण निम्न प्रकार है। यहाँ पूरा विवरण दिया जाय।
 1. मुकदमा नम्बर.....
 2. धारार्ये
 3. थाना
 4. जनपद
 5. न्यायालय (जहाँ मुकदमा चल रहा है)
6. मैं लोक निर्माण विभाग अथवा राज्य सरकार के अन्य विभाग अथवा स्थानीय निकाय द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
8. मैं बार कौंसिल का सदस्य नहीं हूँ।
9. यदि ठेका प्राप्त करने के पश्चात् मेरे विरुद्ध माफिया गतिविधियों/असामाजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दे। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध अपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कराये।

10. मैं अनुबन्ध की शर्तों के अनुसार समय से, पूरी गुणवत्ता के साथ-साथ निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूँगा और विभाग को पूरा सहयोग प्रदान करूँगा।
11. मेरा कार्य एवं आचरण उत्तम है।
12. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थाई पता और अस्थायी पता निम्न प्रकार है:-
 (अ) स्थायी पता (दूरभाष सहित)
 (ब) अस्थायी पता (दूरभाष सहित)
 (यहाँ पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाय)
13. मैं शपथ पूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल नियोक्ता और जिला मजिस्ट्रेट/कलेक्टर को दूँगा।
14. मैं यह भी घोषणा करता हूँ कि विभाग के जिस कार्य के लिए मेरे द्वारा ठेका लिया जा रहा है उसके सापेक्ष्य चल एवं अचल सम्पत्ति का हैसियत प्रमाण-पत्र जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम लिखा जाय) द्वारा प्राप्त करके प्रमाणित छाया प्रति संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि इस हैसियत प्रमाण-पत्र का उपयोग अन्य कार्यों के लिए नहीं किया जायेगा।
15. मैं अपनी पूर्ण जानकारी में पूरे होश-हवाश में, स्वस्थचित्त से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक

शपथी का पूरा हस्ताक्षर

पूरा नाम

पता

नोट:- 1. यह स्वघोषणा शपथ-पत्र रू० 100/- (रू० एक सौ) के Stamp paper पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुए दिया जायेगा।

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

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