

**Bidding Document
for
Chief Minister - Green Road
Infrastructure Development Scheme
[CM-GRIDS ~ URBAN]**



Urban Development Department
Government of Uttar Pradesh

Ref No.: 604 dated 27.02.2026

2025-2026

Government of Uttar Pradesh (GoUP)



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**REQUEST FOR PROPOSAL (RFP)
for
Construction of Integrated Roads with 5
Years Maintenance**



Uttar Pradesh

**RFP DOCUMENT
February 2026**

Nagar Nigam Gorakhpur

INVITATION FOR BID (IFB)



Nagar Nigam Gorakhpur



E-Procurement Tender Notice

NIT No. 604

Date: 27.02.2026

Chief Engineer, Nagar Nigam Gorakhpur invites percentage-rate bids on <http://etender.up.nic.in> from eligible bidders for the following package under the CM-GRID Scheme.

Sl. No.	Nagar Nigam	Package No.	Included Roads	Length of Road (Km)	Estimated Cost Excluding GST (Rs. Lakh)		Total Estimated Cost of Work (Rs. in Lakh)	Earnest Money Deposit (Rs. in Lakh)	Duration of Construction Work (in Months)	Tender Fee Including GST
					Construction Cost	Maintenance cost for 5 Years				
1	Gorakhpur	Gkp/C MG/Ph 03-02	Kachahari Chauraha to Betiahata Chauraha via Shastri Chowk	0.780	1701.91	22.92	1730.89	20.00	12	23600.00

Sl.no	Events	Date/Time
1.	Availability of tender documents on e-tendering portal	From 09/03/2026, 11:59 PM
2.	Pre-Bid meeting Date & Venue	16/03/2026, 12:00 PM at 3 rd floor URIDA, Sector-7, Gomti Nagar Extension, Lucknow -226010
3.	Last date of Submission of e-Bids on E-tender Portal	27/03/2026, 05:00 PM
4.	Date of Opening of tender	28/03/2026, 11:00 AM

The Employer has right to issue addendum/corrigendum as per ITB clause-10 on-line which will not be published in any newspaper. All prospective bidders are advised to keep regular watch and visit e- tender portal regularly.

For further details please log on to <https://etender.up.nic.in> and down load the bid document

(Amit Kumar Sharma)
Chief Engineer
Nagar Nigam Gorakhpur

Instructions for Nagar Nigam: -

1. The package name should be written in a unique form. LKO/CMG 25-26/ Pkg-1; LKO/CMG 24-25/Pkg-2 (if required) and so on for other packages (even for next phase).
2. In Column 6 & 7 the cost to be entered is including electricity utility shifting, but excluding GST,T&P, centage,overhead charges and contingency charges and etc.
3. Nagar Nigam is instructed to modify yellow highlighted text and remove red highlighted text.
4. Any Nagar Nigam should make the package of more than 25 Cr. (except any single road for less than 25 Cr.) but less than 100 Cr and two tenders for more than 100 Cr.
5. The duration of work should be 12 to 15 months (as per scope of work) under column 10.
 - 5.1 If the cost of tender is less than 15 Cr. then the time duration shall not exceed 12 months (including monsoon period).
 - 5.2 If the cost of tender is more than 75 Cr. then the time duration shall not exceed 18 months (including monsoon period).
6. Nagar Nigam is instructed to enter the aggregate cost of the package for both construction cost and maintenance cost.
7. For EMD: 2% of Estimated cost.
8. While uploading tender in etender.up.nic.in, Nagar Nigam must ensure that 'CMGRIDS' word should be there in Tender-id for easy identification of CMGRIDS related projects.
9. Following are to be adopted for Tender Fee:
 - a) If any pre-approved own tender fee is available with any Nagar Nigam, then Nagar Nigam can adopt the same.
 - b) Else, as per Uttar Pradesh Procurement Manual (2016) i.e. 0.20% of the cost of tender rounded to the nearest multiple of 100, subject to a maximum of Rs. 35,000 (thirty-five thousand) plus GST (for above Rs. 10 Lakh).

Comment [G1]: Dobt dyceo sir

Comment [DU2]: done



नगर निगम गोरखपुर ई-प्रक्योरमेन्ट निविदा सूचना



पत्रांक. 604

दिनांक : 27.02.2026

मुख्य अभियंता, नगर निगम गोरखपुर सीएम-ग्रिड योजनान्तर्गत निम्नलिखित पैकेज के लिए पात्र निविदादाता से ई-निविदायें (<http://etender.up.nic.in>) पर प्रतिशत दर के आधार पर निविदा आमंत्रित की जाती है।

क्र. सं.	नगर निगम	पैकेज सं.	अन्तर्निहित मार्ग	मार्ग की लम्बाई	अनुमानित लागत जीएसटी रहित (रू. लाख में)		कार्यों की सम्पूर्ण अनुमानित लागत (रू. लाख में)	धरोहर धनराशि (रू. लाख में)	निर्माण कार्य पूर्ण करने की अवधि (माह में)	निविदा प्रपत्र का मूल्य जीएसटी सहित
					निर्माण	5 सालो का अनुरक्षण				
1	2	3	4	5	6	7	8	9	10	11
1	गोरखपुर	Gkp/CMG/Ph0/3-02	कचहरी चौराहे से शास्त्री चौक होते हुए बेतियाहाता चौराहे तक	0.780	1701.91	22.92	1730.89	20.00	12	23600.00

निविदा से सम्बन्धित नियम/शर्तें तथा विवरण <http://etender.up.nic.in> पर दिनांक 09/03/2026 से देखी जा सकती है ।

क्र.सं	आयोजन	दिनांक/समय
1	ई-टेंडरिंग पोर्टल पर निविदा दस्तावेज की उपलब्धता	09/03/2026, से 11:59 अपराह्न
2	प्री-बिड बैठक	16/03/2026, 12:00 अपराह्न तीसरी मंजिल पर यूरिडा, सेक्टर-7, गोमती नगर एक्सटेंशन, लखनऊ -226010
3	ई-टेंडरिंग पोर्टल पर निविदा दस्तावेज अपलोड करने की अन्तिम तिथि	27/03/2026, 05:00 अपराह्न
4	तकनीकी बिड खोले जाने की तिथि	28/03/2026, 11:00 पूर्वाह्न

निविदा आमंत्रणकर्ता को आईटीबी क्लॉज-10 के अनुसार ऑनलाइन परिशिष्ट/शुद्धिपत्र जारी करने का अधिकार है जो किसी भी समाचार पत्र में प्रकाशित नहीं किया जाएगा। सभी संभावित निविदादाताओं को सलाह दी जाती है कि वह नियमित रूप से ई-निविदा पोर्टल पर निगरानी रखें ।

अधिक जानकारी के लिए कृपया <https://etender.up.nic.in> पर लॉग ऑन करें तथा बिड डाक्यूमेन्ट को डाउनलोड करें ।

मुख्य अभियंता,
नगर निगम गोरखपुर



Nagar Nigam Gorakhpur
Notice Inviting E- Tenders (NIT)
vide NIT No. 604 Dated 27.02.2026

E-Procurement

Comment [G3]: Modified name from previous document

Comment [G4]: Ok

- 1) **Chief Engineer, Nagar Nigam Gorakhpur invites** on-line percentage-rate bids from the eligible Contractors for the following work including five (5) years maintenance under CM-GRID Scheme. The bidders shall be registered with UPPWD in at least class (A) for road works or equivalent class and category in Nagar Nigam/CPWD/MES/Railways and other State Govt. and Central Govt. Departments. The Bidder who is not registered as mentioned above may submit the bid, subject to submission of all documents required for registration in the relevant class and categories in Nagar Nigam as per guidelines/Circular संख्या - 8/2017/836/23-7-17-176 (सा0) /06 दिनांक 08 जून 2017, तक0 सेल/07 /निदे0/2019 दिनांक 28 जून 2019, संख्या - 3890/नौ-5-19-149सा/2019 दिनांक 20 सितम्बर. **Such bidder shall have to get registered in Nagar Nigam before award of contract.**

The Bidder may submit bids for any or all the works as specified in SBD. Bidders are advised to note the eligibility criteria specified in Instruction to Bidders (ITB) and other sections of Standard Bidding Document (SBD) to qualify for the award of the contract.

Bidders shall submit their bid on e-tender portal i.e. <http://etender.up.nic.in>

Sl. No.	Nagar Nigam	Package No.	Included Roads	Length of Road (Km)	Estimated Cost Excluding GST (Rs. Lakh)		Total Estimated Cost of Work (Rs. In Lakh)	Earnest Money Deposit* (Rs. in Lakh)	Duration of Construction Work (in Months)	Tender Fee Including GST
					Construction cost	Maintenance cost for 5 Years				
1	2	3	4	5	6	7	8	9	10	11
1	Gorakhpur	Gkp/CM G/Ph03-	Kachahari Chauraha to Betiahata	0.780	1701.91	22.92		20.00	12	23600.00

		02	Chauraha via Shastri Chowk				1730.89			
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***2% of Estimated cost of work**

Note: Bid Security will be a fixed sum rounded off to the nearest ten thousand Rupees.

- 2) Bidders are advised to visit the project sites of the work and physically assess the activities (including geographical & geological aspects) which are involved for completing the work including the quantum of work besides the information supplied in the tender document. No claim whatsoever shall be entertained on this account.
- 3) Time allowed for completion of whole work is **as per column no. 10** (as above), including rainy season.
- 4) The bids shall remain valid for acceptance for a period of **120 days** from the last date of submission of bids. Bids once submitted cannot be withdrawn.
- 5) The Bidders need to submit Earnest Money Deposit (EMD) and Tender Document fee (including GST) as shown in **column no. – 9 & 11** of the table (as above).
- 6) **Availability of Bid Documents and mode of submission:** The bid document is available on-line and should be submitted on-line in <https://etender.up.nic.in>. The Bidder would be required to register himself in the web-site. 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.
- 7) A pre-bid meeting shall be held at the Office or through online mode by the Authority, at the address and on the date mentioned in the Appendix to the ITB, for the purpose of clarifying issues and answering questions on any matter that may be raised at that stage, as stated in the SBD. Interested bidders are required to submit their queries by email to the Nagar Nigam email ID (nagarnigamgkp@gmail.com) with a copy to **urida.goup@gmail.com**, at least 48 hours prior to the scheduled date and time of the pre-bid meeting.
- 8) Bids must be submitted online **and the technical bids will be opened online on date 27.03.2026 at 05:00 PM**. If the office happens to be closed on the date of opening of the

bids as specified, the bids will be opened online on the next working day respectively, at the same time and validity of bid will be considered from the original date. The date and time of opening of the financial bid shall be notified on website <http://etender.up.nic.in> . The Financial bids shall be accordingly opened online.

- 9) 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 or his/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.
- 10) 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.
- 11) Bid documents and other details consisting of qualification information and eligibility criteria of bidders, plans, specifications, drawings, the schedule of quantities of the various works and the set of terms & conditions of contract to be complied with by the bidder can be seen on the e-tender portal <http://etender.up.nic.in>.
- 12) Bidders may bid for any one or more of the works mentioned in the table above. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the same NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- 13) Other details can be seen in the bidding documents. The Employer/TIA shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt 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.

- 14) Any bidder who is blacklisted in any Government Department or punished by any Hon'ble court for criminal activity is not allowed to participate in the bidding process or involved in the organised crime or gangster activities or Mafia or Gunda or Anti-Social activities is strictly prohibited to participate in the bidding process. If it is established at any time that any bidder has been blacklisted or has criminal record, his bid/Contract shall be automatically cancelled.
- 15) As per UP State Government Order, 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 bid/Contract shall be automatically cancelled.
- 16) The bidder is allowed to submit any number of bids but will be subjected to bid capacity.
- 17) Bidder must submit all information's / documents on prescribed proforma (form T-4, T-5, T-6) with each bid on a non- judicial stamp paper of Rs. 100/- giving all information on the prescribed Performa mentioned in this SBD.
The bidder has to produce 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.
- 18) Bidder has to provide **extra performance security** at the time of making bond of percentage below bid in compliance of GO 692/23-07-2024 Public Works Department, Section 7, Lucknow Dated 09 August 2024 :-
 - a. Up to 10 % below rate on BOQ, no additional performance security.
 - b. In case of bidder quotes rates more than 10% below on BOQ than bidder has to provide extra performance security as above and @ 1% per 1% below rates over 10% below rates.

- 19) Defect Liability Period is for five years calculated from actual date of completion. Payment of maintenance shall be performance based as per SOP and maintenance manual.
- 20) The Bidder shall be responsible for executing the entire works i.e. civil work, electrical work, water supply and sanitary works etc. For executing the street lightning electrical works, water supply and sanitary works the Bidder will have to comply as per relevant clause of Section-2.
- 21) The Bidder might encounter underground utilities services for which necessary provision for diversion and its restoration is to be done.
- 22) The Bidder shall be responsible to make every effort to minimize the breakages, losses and wastage during erection & construction of the Purchaser-supplied items including electrical works.
- 23) The Bidder shall make sufficient arrangements for safety during construction to pass the traffic without any obstruction. If any incident/accident occurred during execution of work, then the contractor shall be liable for the same.
- 24) The Bidder shall make sufficient arrangement for environmental compliances such as suppression of dust, optimize use of construction material, reduction of waste material, etc. during the construction period.
- 25) Materials such as cement, reinforcement steel, bitumen/modified bitumen and emulsion should be procured from approved vendor list as indicated in NHA office memorandum issued vide Policy Circular no. 10.2.43/2025 dated 20.02.2025.
- 26) The job mix design for various items of work wherever needed, shall be the sole responsibility and liability of the Bidder. The job mix design shall have got done from reputed institutions like IITs/NITs/CRRI/NABL accredited laboratory and the report shall be submitted to Employer within 30 days of the date of start of work and duly approved by the Employer/competent authority.
- 27) The responsibility for any losses due to defects lies with the Bidder. The Bidder will be responsible for the losses incurred and same shall be recovered from the Bidder bills/any security deposit.

- 28) The Bidder is advised to visit the site and get any investigation done at his own, while preparing the Bid.
- 29) Remaining conditions as prescribed in bidding documents shall be binding on the Bidder.
- 30) The language for any formal correspondences can be in English as well as in Hindi.
- 31) Standard Operating Procedure (SOP) and maintenance manual for maintenance works shall be separately circulated.
- 32) Conditional Bid will not be **accepted**.
- 33) The undersigned officer is fully empowered to reject or accept any one bid or all bid without assigning any reason or notice.
- 34) The Bidder is required to register his/her labor in the labor department within a week from the date of receiving the letter of start of work.
- 35) Each Bidder is required to quote his/her rate on-line in the attached BOQ along with on Section -6 Form of Bid.
- 36) 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.
- 37) Any circular or instruction issued by National Green Tribunal will be applicable to the Contractor.
- 38) 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 labor Department.
- 39) Any change of technical personnel of the Contractor is subjected to the Employer consent during the construction period.
- 40) Various Government Order/ Directorate Order issued time to time will be enforced.
- 41) 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.
- 42) **Submission of Original Documents:** The bidders are required to submit the following document along with bid id generated after bid submission by the bidder.
- a. **Affidavit regarding correctness** of information furnished with bid document as per-provisions of Clause 4.5B.g.(ii) of ITB with the office specified in the Bid Data Sheet-

Comment [G5]: 33-50, from ULB T2

Comment [DU6]: ok

b. **Self-attested bid id sheet generated when the bid successfully submitted by the bidder**

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 five years.

Employer

Office:-

43) Each Bidder is required to submit the scanned copy of the following affidavit and document on-line and original copy at the time of signing the 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 120 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 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.
- (g) Form of bid for Part I and II of the bid, as per format given in section 6.
- (h) Bank credit facilities as per format provided in bid documents.

- 44) 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.
- 45) Site of work can also be made available in phases.
- 46) This RFP is not transferable.
- 47) A word importing a gender includes any other gender or references to any gender shall include the other and the neutral gender.
- 48) As per latest CVC guideline Bank guarantee and interest shall be furnished by the contractor for mobilization advance.
- 49) All necessary approvals and clearances are the obligations of the Bidder.
- 50) GST will be applicable as per prevailing laws.
- 51) 1% Labor cess will be deducted from the Contractor Bill.
- 52) All other statutory deductions as per Government norms/prevaling laws will be applied.

*Chief Engineer
Nagar Nigam Gorakhpur*

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SECTION 1: - INSTRUCTION TO BIDDER (ITB)

Table of Clauses

Comment [G7]: To be updated after finalization

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A. GENERAL

1. Scope of Bid

- 1.1 The Employer/Authority (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in Section 3-Conditions of Contract, scope of work, technical specification and maintenance for 5 years from the date of completion as per SOP and maintenance manual.
- 1.3 Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

- 2.1. The expenditure on this project will be met from the budget of Govt. of U.P. and Shaskiya Nikay.

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders.
 - a) A Bidder bidding individually or as a member of a Joint Venture (JV) shall not be entitled to submit another Bid either individually or as a Member of any Joint Venture (JV), as the case maybe;
 - b) The term Bidder used herein would apply to both a single entity and a Joint Venture;
 - c) The Bidder shall be legally competent to enter into an Agreement as per prevailing Indian law;
 - d) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. the Bidder have common controlling shareholders or other ownership interest in the other Bidder;
 - ii. A constituent of such Bidder is also a constituent of another Bidder; or
 - iii. Such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or
 - iv. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- v. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
 - vi. Such Bidder (including its member or any shareholder thereof) possessing over 25% of the paid up and subscribed capital in its own company, also holds more than 25% of the paid up and subscribed equity capital in the other Bidder and its Member of such other Bidder;
 - vii. The Bidder has employed the current employee/s of the Tender Inviting Authority (TIA); or any close relatives of the Bidder currently employed by the TIA, whether on a permanent or contract basis;
 - viii. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - ix. Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the Contract implementation;
 - x. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the RFP that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
 - xi. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder, or any of its Members, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member in the past but its assignment expired or was terminated 6(six) months prior to the date of issue of this RFP.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 The Bidder shall not have been blacklisted by any Government Agency or have abandoned any work on any Government Organization nor any contract awarded to us for such works have been rescinded, or proved to have indulged in serious

fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Bid Due Date.

- 3.4 Bidders should have valid PAN card and GST registration in India.
- 3.5 Deleted.
- 3.6 The Authority requires that the bidders / contractors observe the highest standard of ethics during the procurement and execution of such contracts and at all times hold the Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 3.7 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 as per section 8) etc.
- 3.8 Banker's Certificate (solvency certificate) from a Commercial Bank or Net worth Certificate: Banker's Certificate of the amount equal to 40% of the Estimated Cost), or Networth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with UDIN.
- 3.9 Invitation for bids is open to all Bidders (Contractor) registered with autonomous body/Public Sector Department/ State Government/Central Government or any government department in appropriate **class A** (at least lead partner in case of JV)

Comment [G8]: As per SOP to work manual CPWD,2022

4. Qualification of the Bidder

- 4.1 All Bidders shall provide in Section 2, Forms of Bid and Qualification information in the form of affidavit on 100 rupees' non-judicial stamp paper (with all column filled up only attached written form will not be accepted), a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 4.1.1 Bidder should have valid registration with Employees Provident Fund organization under EPF and Miscellaneous Provisions Act, 1952.

Comment [G9]: As per ULB T2

- 4.2 Deleted.

4.3 All bidders shall include the following information and documents with their bids in Section 2:

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- b. Total monetary value of civil construction work performed for each of the last five years;
- c. Experience in works of a similar nature (**at least one similar works of the Lead Bidder**). and **size (at least one 40 % in case of three similar works/one 50% in case of two similar works/ one 80% in case of similar nature works estimated project cost) for each of the last five years** (Similar Works defined in Clause 4.5 A below) and details of works underway or contractually committed along with the details of clients who may be contacted for further information on those contracts;
- d. Evidence of ownership of major items of construction equipment as per requirement in the construction of road, evidence of arrangement of possessing them on hire/lease/buying as defined therein;
- e. Details of the **technical personnel** proposed to be employed for the Contract having the qualifications defined in Annexure II;
- f. Reports on the financial standing of the Bidder, such as profit and loss statements, balance sheets, ITR and auditor's reports for the **past any three years of last five years**.
- g. Evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (not more than 3 months old);
- h. Undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during the implementation of work;
- i. Authority to seek references from the Bidder's bankers; **Authority to seek references on the bidder's letter head will not be accepted;**
- j. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and the disputed amount; and the matter;
- k. Deleted;
- l. The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality management control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones;

Comment [G10]: Doubt DyCEO

Comment [G11]: Done

Comment [G12]: As per ULB T2 4.2.f

- m. Deleted;
- n. Deleted.
- o. The contractor has to show all the ongoing work all over the country as mentioned in section 2; and
- p. The contractor should submit the all affidavit(s) as mentioned in Section 2.

4.4. The Joint Venture (JV) :

Bids submitted by a Joint Venture (JV) of not more than two firms as partners shall comply with the following requirements:

- (a) There shall be a Joint Venture Agreement (Refer Annexure III to ITB) specific for these contract package(s) between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure – III; shall be submitted before any award of work could be finalized. Maximum two partners in JV is allowed including electrical partner.
- (b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
- (c) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partner.
- (d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- (e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).
- (f) In the event of default by any partner, in the execution of his part of Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-

Comment [G13]: As per addendum 1 leteer 206

Comment [DU14]: Point to be discussed with CEO sir

in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer/Authority will take action under the Conditions of Contract

- (g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- (h) The bid submitted shall include all the relevant information as required under the provisions of Sub-Clause 4.5 of ITB and furnished separately for each partner.
- (i) All partners of the joint venture (including prime contractor and 2nd partner) should be available at the project office for day to day execution, monitoring and meetings for timely completion of the project.
- (j) **The Joint Venture (JV) are only allowed for package size exceeding Rs. 25 Crores (except any single road for less than 25 Cr.).**

Comment [G15]: As per addendum 1 letter 206

4.5. A. The bidder shall meet the following minimum Criteria

- (a) Achieved in any one year a minimum financial turnover (in all cases of engineering construction works(civil & electrical)) volume of construction work of at least the amount equal to the estimated cost of works for which bid has been invited. The turnover will be indexed at the rate of 7 per cent per year.

Comment [G16]: Should we keep at Civil Engineering works only as it also contains Electrical works????? Amended as per Adeendum 2

Comment [DU17]: done

The factor for year updation to the price level is indicated as under

Year	FY 24-25	FY 23-24	FY 22-23	FY 21-22	FY 20-21
Updation Factor	1.00	1.07	1.14	1.21	1.28

(b) Experience: Bidders must have successfully completed or **substantially** completed similar works during last five years ending last day of month previous to the one in which applications are invited should be either of the following

- At least one work - not less than 80% of estimated project cost.
(or)
- At least two work - not less than 50% of estimated project cost.
(or)
- At least three work - not less than 40% of estimated project cost.

Similar work is defined as, experience in substantial completion of –

(i) Construction of roads in urban areas that includes carriageway, footpaths, streetlights and underground utilities as below:

- Carriageway works should include asphalt/ cement concrete surface with necessary base layers.
- Footpath works include road works involving paver blocks/kerb stone or concrete pathways with roadside landscapes and likewise.
- Underground utilities work, which includes gas, power, sewer, water supply, storm water and telecom works.
 - For Power line, the Contractor should have similar experience of shifting of power lines from overhead to underground with a **minimum capacity of 11KV.**
 - Experience of shifting, overhead HT line to underground distribution lines are mandatory, this may include laying of new underground distribution power line cabling of HT line as well.
 - Experience related to transformer electrification of buildings, residential flats, schools, colleges, bridges, flyovers, or any other internal installations will not be considered for qualification.
 - Experience of LT line (below 11 KV) is also mandatory keeping in view the requirement of similar nature of work in the proposed project.
 - In case, the scope of work involves shifting or relocation of existing overhead distribution power lines from one overhead alignment to another overhead alignment, the bidder shall possess prior proven experience in the execution of similar overhead-to-overhead distribution line shifting or relocation works.

For the work(s) being submitted for consideration as 'similar work experience' the Bidder must also obtain 80 marks out of 100 for the qualification as mentioned in technical evaluation in Section 2 and accordingly financial proposal will be opened for those, who qualifies wherein, it is **mandatory to obtain 15 marks (i.e. within 80 marks)** for underground utilities works pertaining to undergrounding of power line.

OR

Road projects of above values in any areas **PLUS** other projects which include footpaths, streetlights and underground utilities etc. to fetch 80 marks as per Technical Evaluation sheet in Section 2.

For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid opening.

For the work(s) being submitted for consideration as 'similar work experience' **the Bidder must obtain 80 marks out of 100** for the qualification as mentioned in technical evaluation in Section 2 and accordingly financial proposal will be opened for those, who qualifies. Wherein, it is mandatory to obtain 15 marks (i.e. within 80 marks) for underground utilities works pertaining to the power line (HT/LT).

In case the Bidder is having / not having prior experience in Green Technologies as mentioned in Special Condition of Contracts **Cl. 67** (Section 3) the bidder can provide undertaking as mentioned in Section 2.

All eligible projects for claiming experience should have been executed for Central/State Government departments (or) Central/State Autonomous Bodies (or) Central/State Public Sector.

The Completion certificate shall be signed by the Engineer in charge, not below the rank of an Executive Engineer or equivalent. (standard format of work experience in section 8)

Only completed Certificate/ substantially completed certificate will be considered for evidence on similar nature of project.

Documentary evidence for project credentials like, work order or purchase order or completion certificate or letter of appointment should be submitted. Actual Completion Date and Actual Completion cost as indicated in the completion certificate issued by the Authority shall be considered for the evaluation.

- (c) The works may have been executed by the bidder as prime contractor or as a member of joint venture (executed similar nature of work justified by the JV agreement **which is to be submitted in Part I of the Bidding document**). In case a project has been executed by a joint venture, weightage towards experience of the project would be given to each joint venture in proportion to their participation in the joint venture.

Substantially completed works means those works which are at least 90% completed as on the date of submission (i.e. gross value of work done up to the last date of submission is 90% (value wise) or more of the original contract price) and continuing satisfactorily.

For these, a certificate from the Employer/Engineer not below the rank of an Executive Engineer or equivalent shall be submitted along with the application incorporating clearly the name of the work, Contract value, billing amount, date

Comment [G18]: Completion certificate point and std format

Comment [DU19]: done

of commencement of works, satisfactory performance of the Contactor and any other relevant information.

- (d) The bidder individually or in form of JV should possess Class A registration **and valid electrical line license** (issued from Directorate of Electrical Safety Department / Uttar Pradesh Power Corporation Limited (UPPCL)) for executing the street light works and should also have executed underground distribution power line for a minimum length as per technical evaluation in Section 2.
- (e) The bidder should have executed similar water supply/sanitary engineering works for a minimum length as per technical evaluation in Section 2.
- (f) Deleted.

4.5.B. Each bidder should further demonstrate

- a. Availability for construction either owned, or on lease or hire, of the key equipment states in **Annexure I** including equipment required for establishing field laboratory to perform mandatory test, and the stated in the **Annexure I**.

The bidder should own or should have assured ownership to the following key items of equipment, in full working order, and must demonstrate that, based on known commitments they will be available for use in the proposed contract.

Based on the studies, carried out by the Engineer the minimum requirement of major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the **Annexure-I**.

- b. The bidder must have suitably qualified personnel to fill the positions as per **Annexure-II**. The bidder will supply information on a prime candidate and an alternate for each position, both of whom should meet the experience requirements specified in Annexure-II.
- c. The bidder should demonstrate that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and/or credit facilities of not less than 10% of the value of the contract/contracts applied for certified by the Bankers (Not more than 3 months old)
- d. The audited balance sheets for the last five years should be submitted, which must demonstrate the soundness of the bidder's financial position, showing long term profitability including an estimated financial projection for the next two years. If necessary, the Employer will make enquiries with the bidder's bankers.
- e. Deleted.
- f. The Bidder must not have his/her or his/her spouse near relatives posted in any capacity in the U L B which tender have to be floated.

- 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. Without Government permission, any person who is retired as gazetted officer within the last one year of the rank and from the departments listed and officer of the ULB in the Appendix to ITB.

Comment [G20]: As per ULB T2, 4.4.B.c

g. Each Bidder must produce:

- I. PAN Card of Firm or contractor.
- II. An affidavit that the information furnished with the bid documents is correct in all respects exactly in the format provided with the bid documents; and
- III. Such other certificates as defined in the Appendix to ITB.

Failure to produce the required certificates shall make the **bid non-responsive**.

- C. To qualify for more than one contract/package, the bidder(s) must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in clauses [Cl.4.5.B(a)], [Cl.4.5B(b)], [Cl.4.5B(c)] and Cl. 4.7.
- D. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

Important: - If any bidder is bidding more than one package/contract, the bidder must inform to the Tender Inviting Authority by submitting this information through Format at Annexure V.

Option 1: Deleted.

Option 2: Deleted.

- E. If bidder is a Joint Venture, the partners would be limited to two (including lead partner). Joint Venture firm shall be jointly and severally responsible for completion of the project. Joint Venture must fulfil the following minimum qualification requirement.
 - i. Deleted.
 - ii. Deleted.
 - iii. The Joint Venture must also collectively satisfy the subject of the criteria of Clause 4.5 B(a), 4.4 B(b) and 4.5 D of ITB for this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.

- iv. In the event that the Employer has caused to disqualify under Clause 4.8 of ITB below all of the Joint Venture partners will be disqualified.
- v. Joint Venture bidders shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into at the time of submission of bid.
- vi. The available bid capacity of the JV as required under Clause 4.7 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

Note: i) The joint venture partners should collectively meet the required responsiveness, technical and financial qualifications but the minimum equity of **lead partner should not be less than 50% and other partner should not be less than 25%**

ii) Qualification of a joint venture does not necessarily qualify any of its partners individually or as a partner in any other joint venture. In case of dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements, subject to the written approval of the Employer.

4.6. Deleted.

4.7. Bidders who meet the minimum qualifying criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity = (A*N* M-B), where

A = Maximum value of works executed in any one year during the last five years (updated to the current price level) at rate taken as 7 percent* per year which will take into account the completed as well as works in progress.

**in parity with Section 1, Clause 4.5.A.(a), Clause 4.5.A.(b)*

And

N = Number of years prescribed for completion of the works for which the bids are invited.

M = M is taken as 2.5

Comment [G21]: ULB T2,4.6

B = Value at current price level of the existing commitments and ongoing works to be completed during the nextyear (period of completion of works for which bids are invited).

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

-Bid capacity should be ascertained at the time of bidding and not at the time of drawing contract.

Comment [G22]: Ques- How to calculate that from the bidders document ?

Note: 1- In case of a joint venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the works.

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

4.8. Disqualification.

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

4.8.1 made misleading or false representations in the form, statements submitted; and/or

4.8.2 record of poor performance such as abandoning the works, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, consistent history of litigation awarded against the bidder or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than the non-performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

4.9. Litigation History:

The bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years.

A consistent history of litigation against the bidder or any partner of a joint venture may result in failure of the bidder.

4.10. Deleted

5. One Bid per Bidder

5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

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

7. Site Visit

7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He/she may contact the person whose contact details are given in the Appendix to ITB.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Scope of Work & Technical Specifications	II
6	Form of bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

8.2. The bid document is available on-line 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 11 of IFB/NIT in the account of UP e-tender online Account- through e-tender portal by Internet Banking 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 e -tender portal. Or in the account as mentioned in Appendix to ITB.

8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexures, 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 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.**

9. Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification of the bidding documents may send his queries to Employer on email urida.goup@gmail.com & nagarnigamgkp@gmail.com not later than 48 hours prior to Prebid meeting. 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 of the public or other bidders without identifying the source of request for clarification.

Comment [G23]: FC sir- As per ULB T2, 9.1 that there is online clarification, do all NN have that ?

9.2 Pre-bid meeting date, time and address are given in the Appendix to ITB.

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

9.4 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 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

10. Amendment of Bidding Documents

10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing corrigendum. The corrigendum will appear on the webpage of the website <http://etender.up.nic.in> under the " Latest Corrigendum".

10.2. Any addendum thus issued shall be part of the bidding documents and shall be uploaded in <http://etender.up.nic.in>

10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as

necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 of ITB.

C. PREPARATION OF BIDS

11. Language of the Bid

11.1. All documents relating to the bid shall be in the English language.

12. Documents Comprising the Bid

12.1. The Bid submitted by the Bidder shall be in two separate parts

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

- i Form of bid for Part I and II of the bid, as per format given in section 6 (to be submitted online).
- ii Cost of Bid Document (Tender Fee) : - Certificate of proof of payment in the account of **UP e-tender online Account- by Internet Banking only towards the non-refundable cost of bid document (Tender Fee)** (Clause 8.2 of ITB), **which will be generated when payment made through e-tender portal by Internet Banking. Or as mentioned in Appendix in ITB**
- iii Bid Security (EMD):- Certificate of proof of payment in the account of **UP e-tender online Account- by Internet Banking only towards the Bid security/EMD, which will be generated when payment made through e-tender portal by Internet Banking Or as mentioned in Appendix in ITB** as per clause 16.2 of ITB.
Uploading of proof of payment on online is not mandatory. (only in the case of UP e-tender online Account)
- iv Authorized address and contact details of the Bidder having the following information:

Address of communication:
Telephone No. (s):
Office:
Residence:
Mobile No.:
Facsimile (FAX) No.:
Electronic Mail Identification (E-mail ID):
Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.
- v Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- vi Any other information/documents required to be completed and submitted by Bidders, as specified in the Appendix to ITB, and

Comment [G24]: 12.1 & 12.2 is modified as per ULB t2 12.1 & 12.2

Comment [G25]: Doubt- whether proof submission are required or not ?

- vii Scanned copy of the affidavit affirming that information he/she has furnished in the bidding document is correct to the best of knowledge and belief of the Bidder exactly as per format attached.
- viii Other documents as mentioned in 12.2.

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

- i Form of Bid for Part-II of the bid as specified in Section 6;
- ii Priced bill of quantities for items specified in Section 7;

12.2 The documents and details mentioned in clause 12.1 above shall be submitted on-line on website <https://etender.up.nic.in> Details and process of on-line 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 on-line in the prescribed formats:
 - (i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 6.
 - (ii) Form of bid for Financial Part II of the bid, as per format given in Section 6. The entry of rates will be percentage rate basis for the work shall be made by the Bidder online.

(scanned copy of the Part I and Part II shall be uploaded.)

Technical Qualification Part I bid will consist as per (b) scanned copy uploaded on – line

- (b) Scanned copies of the following documents shall be uploaded on the website <https://etender.up.nic.in> at the appropriate place in the PDF form.

- i Affidavit regarding correctness of certificates exactly in the attached format {Clause 4.5.g.ii} of ITB.

Note: - In case of JV, each partner should submit separately.

- ii Qualification information shall be furnished by the Contractor in affidavit form on a non-judicial stamp paper of Rs. 100/- only in section-2 (Each column and row of section-2 format must be filled up with supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB. **Attached word should not be written in the format otherwise bid may be declared disqualified i.e. it is mandatory to furnish the requisite information in the desired table.**

Note: - In case of JV, each partner should submit separately, certain points will be evaluated combined.

- iii Form of bid for Part I of the bid, as per format given in section 6 (to be submitted online) and original at the time of agreement. (scanned copy of Part I and Part II shall be uploaded).

Note:- In case of JV, all partners name should be there in Name of Bidder and it shall be signed by authorized signatory

Comment [G26]: Doubt- Do part II will also be required for uploading during the technical evaluation?

Do part II will also be required to be uploaded ? do part II is opened after technical and if that is yes then only excel can be uploaded or other document can be uploaded along with that ??

What is the significance of Form of Bid as per Section 6 ??

Comment [G27]: Ok

- iv 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 class A (at least lead partner in case of JV)(Clause 3.9 of ITB), (In case of firm or Company Partnership deed, Power of attorney issued registrar firms and society, Registration in company act etc. as per clause 4.3(a) of ITB.

Above clause can be ignored if the bidder is having the annual turnover of Rs.1000 Cr (one thousand crore) updated to current price in any of the last 5 years.

Comment [G28]: Doubt -Since it is not mandatory in our bid as per NIT si.no 1 then should we keep this point or not ?

Comment [G29]: done

Comment [G30]: Doubt- why it is here?

- v Annual Turnover Certificate from Chartered Accountant for last five financial years with breakup of Civil Engineering works in each financial year (Clause 4.5.A.(a) and 4.3.b of ITB).

Note- In case of JV, each partner shall submit separately; combined capacity shall meet the above criteria

Comment [G31]: What happen if the second partner has higher turnover ?

Comment [DU32]: No issue

- vi Reports on the financial standing of the Bidder, such as profit and loss statements, balance sheets, ITR and auditor's reports for the past any three years of last five years as per clause 4.3.f of ITB.

Note- In case of JV, each partner should submit separately; combined capacity shall meet the above criteria.

Comment [G33]: As per ULB T2 4.2.f

- vii Similar nature of works executed certificate issued by Executive Engineer {Clause 4.5. A.(b), 4.5. A.(c) and 4.3.c of ITB}.

Note:- In case of JV, each partner should submit separately; combined capacity shall meet the above criteria; As per ITB, Cl.4.5.A.c.(for the past experience) In case of member of joint venture (executed similar nature of work justified by the JV agreement which is to be submitted in Part I of the Bidding document)

- viii Copy of PAN Card issued by Income Tax Authorities (Clause 3.4 & 4.5.B.g.i of ITB).

Note: Every partner should submit separately, apart from proprietary/individual, PAN should be in name of firm only

- ix Affidavit for Machineries owned/brought on hire/ lease with proof of ownership, Affidavit from leaser and lease {Clause 4.5.B.a and 4.3.d of ITB, Annexure I}.

Note- In case of JV, each partner can submit separately; combined capacity shall meet the above criteria

Comment [G34]: Should we write this?

Comment [DU35]: Ok no issue

- x Affidavit for availability of technical personnel for constructions work with proof of education, salary payment etc. as per clause 4.5.B.b and 4.3.e, Annexure II) of ITB.

Note- In case of JV, each partner can submit separately; combined capacity shall meet the above criteria

Comment [G36]: Should we write this?

Comment [DU37]: Ok no issue

- xi An affidavit that the Bidder will be able to invest a minimum of cash up to the 25 percentage of the contract price of works, during the implementation of the works as per clause 4.3. (h) of ITB.

Note- In case of JV, combined capacity shall meet the above criteria.

- xii Scanned copy of bank credit facilities as per format provided in bid documents and original certificate at the time of agreement as per clause 4.5B.c and 4.3.g of ITB.

Note- In case of JV combined capacity shall meet the above criteria.

- xiii Scanned copy of authority to seek references from the Bidder bankers on attached format in bid documents as per clause 4.3.i of ITB.

Note- In case of JV, each partner shall submit separately.

- xiv Affidavit from Bidder for information regarding litigation or arbitration during the last five years as per clause 4.3.j of ITB.

Note- In case of JV, each partner shall submit separately.

- xv Deleted.

- xvi Proposed methodology and programme, cash inflow etc. as per clause 4.3.l of ITB.

- xvii Deleted.

- xviii The Bidder must not have any his/her or his/her spouse near relative posted in any capacity in Circle/Division who Award the work and original affidavit at the time of agreement as per clause 4.5.B.f.I and II of 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. Without Government permission, any person who is retired as gazetted officer within the last one year of the rank and from the departments listed in the Appendix to ITB.

Note- In case of JV, each partner shall submit the above affidavit separately.

- xix Works in hand

Note- In case of JV each partner has to submit the list of work in hand..

- xx Bids for the work submitted but not finalized.

Comment [G38]: I have to put correct clause

- xxi Self-attested copy of valid T-4 Character certificate issued by DM/Collector.

Note-1. In case of JV, each partner shall submit T-4 separately, with all the member mentioned in registration certificate of appropriate class / original document Constitution or legal status of Bidder and same will apply on non JV i.e. all the member mentioned in registration document should have valid T-4.

Comment [G39]: Requires amendment in wording

2. In case of Uttar Pradesh, certificate shall be issued by DM/Collector and in case of other states, certificate shall be issued by Competent Administrative Authority.

Comment [DU40]: done

- xxii Self-attested copy of valid T-5 Solvency certificate issued by DM/Collector.

Note- 1. In case of JV, each partner shall submit the above certificate separately. In case of partnership firms, private limited firms, solvency certificates should be in name of partnership firms, private limited firms.

2. In case of Uttar Pradesh, certificate shall be issued by DM/Collector and in case of other states, certificate shall be issued by Competent Administrative Authority.

3. Solvency shall be 40% of the Estimated Cost

OR

Bank solvency certificate or Net Worth Certificate as per clause 3.8 of ITB

Note: In the case of a Joint Venture (JV), the combined capacity must meet the required criteria. Additionally, all partners in the JV must submit the same type of certificate uniformly. For example, either all partners should provide a Bank Solvency Certificate or all partners should provide a Net Worth Certificate

- xxiii An affidavit on Format T-6 on a single non-judicial stamp paper of Rs. 100/- and original affidavit at the time of agreement.

Note -In case of JV, each partner should submit separately, duly signed by power of attorney and same will apply on non JV.

Comment [G41]: Need better wording

Comment [DU42]: Done

- xxiv An affidavit that Bid is valid for 120 days as per ITB, Cl.15.1 (*To be furnished in Rs 100/- non judicial stamp paper*).
- xxv Affidavit regarding not registered in any bar council on non-judicial stamp paper of Rs. 100/- and original affidavit at the time of agreement.
Note- In case of JV, each partner shall submit the above certificate separately.
- xxvi Self-attested copy of GST registration certificate.
Note- In case of JV, each partner should submit separately; apart from proprietary/individual, GSTIN should be in name of firm only.
- xxvii Self-attested copy of Labor registration certificate issued by Labor department.
Note:- In case of JV, Atleast lead member should have Labor registration
- xxviii Self-attested copy of EPF registration certificate issued by EPF authority.
Note:- In case of JV, Atleast lead member should have EPF registration.
- xxix Authorize address of the Bidder: email-id, mobile no, fax no. and contact address of residence and office written on his/her letter pad. sms on mobile or registered letter sent to Bidder will be presumed that it has been received to Bidder if the same are delivered electronically.
Note- In case of JV, each partner shall submit the above information separately
- xxx Duly filled Technical Evaluation sheet as attached in Section-2
Note- In case of JV, combined capacity shall meet the criteria
- xxxi MOU/Agreement , in case of Joint Venture as per ITB, Cl.4.4 & Annexure III.
- xxxii Preference for the opening of Bid, if required as per ITB, Cl.4.5.D & Annexure V.
- xxxiii The bidder individually or in form of JV should possess Class A registration and **valid electrical line license** (issued from Directorate of Electrical Safety Department / Uttar Pradesh Power Corporation Limited (UPPCL)) as per ITB, Cl.4.5.A.(d)
- xxxiv Duly filled Bid capacity calculation as per formula in ITB, Cl.4.7
Note- In case of JV combined capacity shall meet the above criteria .
- xxxv Copies of the original document Constitution or legal status of Bidder, Place of business, place of registration. As provided in para 4.3.a. Of ITB & Annexure Vi for format of power of Attorney.

Note- In case of JV, each partner shall submit the above certificate separately.

xxxvi *An Affidavit for Non blacklisting & non rescinded/ abandon as per ITB, Cl.3.3 (To be furnished in Rs 100/- non judicial stamp paper)*

Note- In case of JV, each partner shall submit the above affidavit separately

xxxvii An undertaking (on Rs. 100 non judicial stamp paper) that the Bidder will be having/not having prior experience in Green Technologies and will execute the work

Note- In case of JV, it shall be authorized by signatory authority

xxxviii **EMD & Tender fee Proof (in case when there is no UP e-tender account).**

xxxix Any other documents as specified in the Bid Data Sheet.

IMPORTANT –

1. In the above clause 12.2.b, the ‘Note’ has been clarified to avoid confusion regarding which document is to be submitted by the partners in a Joint Venture. It is implied that in case of the individual bidder, required documents to qualify for the bid (technical) shall be duly submitted by them.
2. The bidder must ensure the submission of all required documents for qualification; however, the documents specified apart from Sl. No. vi, ix, x, xvi xx, xxix, xxx, xxxii, xxxiv, and xxxvii are mandatory.
3. **Bidders must ensure that the first page of Part I – Technical Bid includes proper indexing with page no., adhering to the format specified below. All documents listed above must be organized and indexed accordingly.**

Sl. No.	Submitted Document	Yes/No	Page no. in submitted technical document
1	2	3	4

(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 4.4(B) (a) (ii) of ITB with the office specified in the Bid Data Sheet,
- ii **Self-attested bid id sheet generated when the bid successfully submitted by the bidder** .

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 on line. 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: - _____ as the case may be.

(d) Form of bid for Financial Part II of the bid will consist of the following

- i Form of bid part II of the bid, as per format given in section 6 (to be submitted online) and original at the time of agreement. (scanned copy of the Part I and Part II shall be uploaded.)
- ii Priced Bill of Quantity. The entry of rates will be percentage rate basis for the work shall be made by the Bidder online.

12.3. Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Sl. No.	Section	Particulars	Volume No.
1	2	3	4
1	-	Invitation for Bids (IFB)	
2	1	Instructions to Bidders	Volume I
3	3	Conditions of Contract, General & Special	
4	4	Contract Data	
5	5	Scope of Work & Technical Specifications	Volume II
6	9	Drawings	Volume IV

13 Bid Prices

- 13.1. The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder online.
- 13.2. The bidder shall fill in quote the rates in percentage below/ at par/above of the rates described in the Bill of Quantities as available online.
- 13.3. All duties, taxes, 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. GST will be applicable as per latest Govt. order.
- 13.4. The rates quoted by the bidder shall be fixed for the duration of the Contract and **shall not be subject to adjustment on any account.**

Comment [G43]: ULB t2 13.3

14 Currencies of Bid and Payment

14.1. All payments shall be made in Indian Rupees.

15 Bid Validity

15.1. Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period **shall be rejected by the Employer as non-responsive.**

Comment [G44]: Not required , also not given in ULB T2

15.2. 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. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his/her bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.3. Deleted

15.4. Deleted

16 Bid Security/Earnest Money Deposit (EMD)

16.1. The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB/column no. 9 of the table of IFB

16.2. The Earnest Money/Bid Security shall, be deposited in the Govt. Account of **UP e-tender online Account- through e-tender portal by Internet Banking only. All concerned please note that the bidding process will not move onward if the Bid Security (EMD) is not paid through e-tender portal by Internet Banking.** Other forms of Earnest Money is not acceptable to the Employer.

Comment [G45]: Modified as per ULB T2

Or

The bid security shall be deposited in Govt. Account as stated in Appendix to ITB.

16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

16.4. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1 or 15.2 as the case may be.

16.5. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6. The Bid Security may be forfeited

- a. If the Bidder withdraws the Bid after Bid opening (technical bid) during the period of Bid validity;
- b. If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
- c. In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

17 Alternative Proposals by Bidders

17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18 Format and Signing of Bid

18.1. The Bidder shall submit online one set of bid documents comprising of the documents as described in Cl.12 of the Instructions to Bidders.

18.2. The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3.a. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

Comment [G46]: Not appropriate clause, i have to correct that..

Comment [G47]: Done

18.3. The Bid shall contain no 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 initiated by the person or persons signing the bid.

D. ON-LINE SUBMISSION OF BIDS

Comment [G48]: Modified as per ULB t2 – only heading

19 Electronic Submission of Bids

- 19.1. The Bidder shall submit on-line 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 Appendix to ITB /Bid Data Sheet.

Comment [G49]: This should be changed to Appendix to ITB

Comment [G50]: Done

The contents of the Technical Qualification and Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the Bidder. After electronic on-line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

Comment [G51]: Better defined as per ULB t2

19.2. Deleted.

19.3. Deleted.

19.4. Deleted.

- 19.5. **Bidding through E-tendering system-** The The bidding under this contract is electronic bid submission through website <https://etender.up.nic.in>. Detailed guidelines for viewing bids and submission of on-line 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, otherwise, the bid will be rejected.

- 19.6. The completed bid comprising of documents indicated in ITB clause 12, 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, proof of payment of cost of bid document and bid security in appropriate account.

Comment [G52]: Modified as per ULB T2, 18

20 Deadline for Submission of the Bids

- 20.1. Complete bids (including Technical and Financial Bids) must be uploaded online through e-portal before the date and time (as per server clock) as specified in the

Appendix to ITB. The Employer will assume no responsibility for delay caused due to non-availability of internet connection or network traffic jam etc.

- 20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21 Late Bids

Late bids are not accepted.

22 Modification and Withdrawal of Bids

- 22.1. The electronic bidding system would not allow any late submission of bids after due date and time as per server time.
- 22.2. Each Bidder's modification or withdrawal notice shall be prepared and uploaded online in accordance with clause 20 or pursuant to clause 19.
- 22.3. No bid shall be modified or withdrawn after the deadline of submission of bids.
- 22.4. Neither withdrawal nor modification of a Bid is allowed between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2. Withdrawal or modification of bid after opening of technical bid may result the forfeiture of bid security.

Comment [G53]: Added as per ULB t2, 21.4

E. BID OPENING AND EVALUATION

23 Bid Opening

- 23.1. The Employer will open all the Bids received including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at the time, date and the place specified in the Appendix to ITB in the manner specified in Clause 20, 23.3, online also. In the event of the specified date of Bid opening being declared a holiday for the, the Bids will be opened at the appointed time and location on the next working day by **Evaluation Committee**.
- 23.2. Deleted.
- 23.3. The "Technical Bid" shall be opened at the stipulated date and time.
- 23.4. (i) Subject to confirmation of the bid security by the issuing Bank, the bids

accompanied with valid bid security will be taken up for evaluation with respect to qualification information and other information furnished in Part I of the bid pursuant to Clause 12.1.

- (ii) During evaluation if required, the bidder will be asked in writing to clarify his technical bid, if necessary.
- (iii) The bidders will respond in not more than 3 days (by email only) of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical Bid).
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

23.5. Deleted.

23.6. At the time of opening of "Financial Bid", the names of the bidders found responsive in accordance with Clause 23.4(iv) will be announced. The Financial bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken into account in Bid Evaluation.

23.7. Deleted.

23.8. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.5.

23.9. In all cases, the amount of Bid Security, Cost of bid documents, and the validity of the bid shall be scrutinized first and 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 on-line opening. A separate electronic summary of the opening is generated and kept on-line.

23.10. Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

23.11. The result of evaluation of Part-I of the Bids shall be made public on e-procurement systems following which there will be a period of seventy-two hours during which any Bidder may submit complaint which shall be considered for resolution before opening Part-II of the bid.

23.12. Complaint of the any Bidder received either on-line or off-line after seventy-two hours of up loading of the result of technical appraisal on **website will not be entertained in any case.**

Comment [G54]: 23.9-23.13 taken from ULB T2

23.13. Any complaint other than the Bidder will neither be entertained nor will it cause to detain the e-procurement process.

Comment [G55]: If 23.11 is OK then ok other wise change accordingly

24 Process to be Confidential

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

25 Clarification of Financial Bids and Contacting the Employer

25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid. The request for clarification and the response shall be in writing, but no change in the **price or substance of the Bid shall be sought, offered, or permitted.**

25.2. Deleted.

25.3. Any effort by the Bidder to **influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions**, may result in rejection of the Bidders' bid.

26 Examination of Bids and Determination of Responsiveness

26.1. During the detailed evaluation of "Part I of Bids", the Evaluation Committee will determine whether each **Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.** During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

Comment [G56]: Modified as per ULB T2

Comment [G57]:

Comment [G58]: During phase I tender there was issue in definition of substantially responsiveness, need to clarify. FC sir, Dy CEO sir

Comment [DU59]: GO will be shared internally, or after prebid

26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any

substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3. If a "Financial Bid" is not substantially responsive, same will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27 Deleted.

28 Deleted.

29 Evaluation and Comparison of Financial Bids

29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.

29.2. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a. Deleted.
- b. making an appropriate adjustment for any other acceptable variations, deviations; and
- c. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.

29.3. The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29.4. The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5. If the Bid of the successful Bidder is seriously unbalanced i.e. (+/-) 15% 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 analysis, the Employer may require that the amount of the performance security set forth in Clause 34 & conditions for NIT be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Comment [G60]: Should we decrease that ?? in order for quality work- DYCEO sir

29.6. Deleted.

29.7. There will be price preference to any bidder.

Comment [G61]: Added as per ULB T2 ,27.1

30 Deleted

F. AWARD OF CONTRACT

31 Award Criteria

31.1. Subject to Clause 33, the Employer/Authority will award the Contract to the Bidder whose Bid has been determined

(i) To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; along with the clause 29.5 of ITB and;

Comment [G62]: Better wording as per ULB T2 28.1

(ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated/negotiated bid price.

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

32.1. Notwithstanding 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. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period **by mail (provide email)** confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "**Letter of Acceptance**") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance

of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "**Contract Price**").

33.2. The notification of award will constitute the formation of the Contract, subjected to the furnishing of a performance security in accordance with provisions of Clause 34.

33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder in case of proprietorship firm and in case of Partnership firm the registered authorized person will sign and in case of company the authorized Director will sign after the performance security is furnished. The agreement shall be furnished **within 10 days** from the date of issuance of Letter of Acceptance (LoA),

Comment [G63]: Added as per ULB T2 30.3

Comment [DU64]: Need to be complete

Comment [G65]: Done

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

34 Performance Security

34.1. Within **10** days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a **Performance Security** in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract:

Comment [G66]: As per ULB T2,31.1

- A bank guarantee in the form given in Section 8; or
- Fixed Deposit Receipts from a Scheduled Commercial Bank pledged in favour of **Employer as indicated in ITB.**

Comment [G67]: Removed as not mentioned in ULB T2 31.2

34.2. Deleted.

34.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. He/she will also be temporarily debarred from participating in bids for one **year**.

Comment [G68]: As per ULB T2, 31.3
Ques- from where he will be debarred ?? I think it should be more specific.

Comment [DU69]: done

35 Advance Payment and Security

35.1. Deleted.

36 Dispute Review Expert

36.1. In case of any dispute the official appointed by URIDA/Employer shall take the final decision and it should be binding.

37 Corrupt or Fraudulent Practices

- 37.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question or, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies or in execution will declare the firm ineligible, either indefinitely or for a stated period of time,
- 37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract (Section-3).
- 37.3 The Employer requires the Bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
- 37.4 It is required that each Bidder/Contractor (including their respective officers, employees and sub-Contractors) 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.
- 37.5 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:
- a. 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.
 - b. 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.
 - c. 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.

- 37.6 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 37.7 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.
- 37.8 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 be fall upon a person, his/her/ her reputation or property to influence their participation in the tendering process).
- 37.9 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 37.1 to 37.8 above by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:
- a. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 37.1 to 37.8 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.
 - b. 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 may be.

Appendix to ITB or Bid data sheet

Clause Reference with respect to Section-I

1.	Name of the Employer/Tender Inviting Authority [Cl. 1.1]	Municipal Commissioner Nagar Nigam Gorakhpur
	Representative	Chief Engineer on behalf of Municipal Commissioner
2.	Eligible Bidders are: Contractors registered with autonomous body/Public Sector Department/ State Government/Central Government or any government department in appropriate class A (at least lead partner in case of JV) as the case may be [Cl.3.9]	
3.	<i>The information required from Bidders in Clause 4.3 is modified as follows: NONE</i>	
4.	The last five years:	Financial Year 2020- 2021, 2021-2022, 2022-2023 , 2023-2024 and 2024-2025
	The annual financial turnover amount. [Cl. 4.5A(a)]	INR 1730.89 Lakhs
5.	Value of work [Cl. 4.5A(b)]	As per BoQ
6.	List of Key Plant & Equipment to be deployed on Contract Work [Cl 4.3.d & Cl.4.5.B.a]	Annexure I
7.	List of Key Personnel to be deployed on Contract Work [Cl 4.3.e & Cl.4.5.B.b]	Annexure II
8.	Liquid assets and/or availability of credit facilities [Cl. 4.5B(c)] (10% of estimated cost)	INR 173.089 Lakhs
9.	Other certificates required with the bid [Cl.4.5.B.g.iii]	GST and Labor registration
10.	Cl 4.5.B.f.i	A Bidder shall not be permitted to bid for works in the ULB 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 as an officer in any capacity between the grades of Elected member of Nagar Nigar/ Nagar Palika /Nagar Panchayat, Municipal Commissioner, Chief Engineer, Executive Engineer, Assistant Engineer , Junior Engineer, accountant and departmental clerk, Executive Officer/UNA/ANA,/ KNA etc. The Bidder must produce an affidavit (Rs 100/- non judicial stamp paper) in this regard

Comment [G70]: is Rs 10 ok?

Comment [DU71]: No 100Rs

11.	Cl 4.5.B.f.II	<p>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.</p> <p>The Bidder must produce an affidavit (Rs 100/- non judicial stamp paper) stating the names of retired Gazetted officer (if any) in his/her employment who retired within the last one year</p>
		<p>In case there is no such person in his/her employment, his/her affidavit (Rs 100/- non judicial stamp paper) should clearly state this fact.</p>
12.	M [Cl. 4.7]	2.5
13.	<p>The Contact person is: Shri Amit Kumar Sharma Designation: Chief Engineer Address: Townhall ,Nagar Nigam Gorakhpur Telephone No: 8810709326 [Cl.4.7]</p>	
14.	Price level of the financial year [Cl. 4.7]	7%
15.	Date and Place of Prebid [Cl. 9.2]	16.03.2026 , 3rd Floor, Directorate of Urban Local Bodies, sector 7, Gomti Nagar, Lucknow, Uttar Pradesh
16.	<p>The amount of Earnest Money/Bid Security Shall be [Cl.16.1] [Cl.16.2]</p>	<p>Rs 20 Lacs (Rupees Twenty Lacs)</p> <p>To be deposited in the Govt. Account of <u>UP e-tender online Account- through e-tender portal by Internet Banking only. All concerned please note that the bidding process will not move onward if the Bid Security (EMD) is not paid through e-tender portal by Internet Banking</u> <u>or</u> <u>Account no.- 10174963707</u></p>

Comment [G72]: is Rs 10 ok?

Comment [DU73]: 100

Comment [G74]: is Rs 10 ok?

Comment [DU75]: 100

Comment [G76]: M

Comment [G77]: Odified as per Addendum 2

		<u>IFSC – IDFB0021561</u> <u>IDFC First Bank</u> <u>Branch- Park Road Gorakhpur</u>
17.	Last date and time for receipt of proposal [Cl. 20.1]	27.03.2026 at 05:00 PM
18.	Date and time of opening of technical proposal [Cl. 23]	28.03.2026 at 11:00 AM
19.	Date and time of opening of financial bids	To be communicated through email
20.	Duration of contract	12 Months
21.	Method of Selection	Least Cost Selection (LCS)
22.	Address of the Authority [Cl. 4.5(a)]	Town hall ,Nagar Nigam Gorakhpur
23.	Identification	604/ मुंअभीं/ चार- सां निं विं/2025-26 दिनांक:27.02.2026
24.	The bid will be opened at (office address) [Cl. 23.1]	Chief Engineer Office, Nagar Nigam Gorakhpur
25.	Cost of Bid Document (Tender Fee): - To be deposited in the account of [Cl. 8.2]	To be deposited in the Govt. Account of <u>UP e-tender online Account- through e-tender portal by Internet Banking only</u> or <u>Account no.- 10174963707</u> <u>IFSC – IDFB0021561</u> <u>IDFC First Bank</u> <u>Branch- Park Road Gorakhpur</u>
26.	Performance Bank Guarantee [Cl.34.1]	5% of the contract value

ANNEXURE I
List of Key Plant & Equipment to be deployed on Contract Work
(Update/modify the list of equipment's as per requirement of ULB)

[Reference Cl. 4.5 (B) (a)]

Sl. No.	Type of Equipment	Maximum age in Years as on XX.XX.XXXX (Update as per requirement)	Min Number
A]	Key Plant & Equipment		
1.	Excavator (1 cum bucket capacity)	10	1
2.	Backhoe Loader cum Excavator (JCB)	10	2
3.	Front end Loader	10	2
4.	Motor Grader	10	1
5.	Vibratory Roller (10 to 13 T)	10	2
6.	Tippers (5.50 cum / 10 MT capacity)	10	4
7.	Water Tanker	10	2
8.	Wet Mix Macadam Plant	10	1
9.	Paver Finisher for WMM/DLC	10	1
10.	Hot Mix Plant with Electronic Controls (Minimum 80-100 TPH capacity)	10	1
11.	Paver Finisher with Electronic Sensor for DBM & BC	10	1
12.	Tar Boiler	10	1
13.	Bitumen Sprayer	10	1
14.	Smooth Wheeled Tandem roller (6 to 8 T)	10	1
15.	Pneumatic tired roller (10 to 14 Ton)	10	1
16.	Tractor with trolley	10	2
17.	Air compressor	10	1
18.	Mechanical Broom	10	1
19.	Concrete Mixes with Integral Weigh Batching facility	10	1
20.	Fixed form paver	10	1
21.	Self-loading concrete mixer / Fiori or equivalent	10	2
22.	Surface Vibrator	10	2
23.	Needle/Pin Vibrator	10	4
24.	Rotavator (as per requirement)	10	1
25.	Concrete joint cutting machine for CC Pavement	10	1
26.	Palfinger access platform or similar (for electrical works)	10	1
27.	Total Survey Station and Auto Levels	10	2
B]	Testing apparatus	10	
1.	Riffle Box	10	1
2.	Sieve Set for GSB, DLC, WBM	10	2

Comment [G78]: As per addendum 1 si.no.3

3.	Sieve Shaker 450 mm	10	1
4.	Speedy moisture meter with Chemical	10	1
5.	Atterberg Limits Apparatus	10	1
6.	Compression Machine	10	1
7.	Moisture Tins	10	1 set
8.	Spatula	10	2
9.	Aggregate Impact value Test Machine	10	1
10.	Flakiness & Elongation Testing gauge	10	2
11.	3 Meter Straight Edge with wedges	10	1
12.	Water Bath	10	1
13.	Penetration Machine	10	1
14.	Softening point Test machine	10	1
15.	Bitumen Extraction Machine	10	1
16.	Sand Replacement Method Earth embankment	10	2
17.	Core cutting Machine for BC & DBM (Wax method)	10	1
18.	Primer Coat & Tack coat testing Plates	10	2 set
19.	Cube Mould (15x15x15) Cm	10	6
20.	Slump Test Machine	10	2
21.	Cement Testing Kit	10	1
22.	Penetration Machine with Accessory	10	1
23.	softening point Apparatus with Accessory	10	1
24.	Viscosity (Say bolt Fulrol) with Accessories	10	1
25.	Ductility Machine with Accessories	10	1

Note:

1. Apart from above mentioned list, additional plant & machinery may be mobilized as per the project requirement/specific work, which is not mentioned herein.
2. In the case of owned machinery, the bidder must ensure that the RC/ invoice/bill etc. clearly displays the purchase date, and the age of the machinery must be verifiable. For leased machinery, the bidder must provide a valid lease agreement duly signed by both parties.

ANNEXURE II
List of Key Personnel to be deployed on Contract Work
Update/modify the required personnel as per ULB requirement
[Reference Cl. 4.5 (B) (b)]

For Civil & Electrification Works.

SI. NO	Personnel	Qualification	Contract Package Size	
			C	D
	A	B	Upto Rs. 25 Crores	Greater than 25 crores
1.	Project Manager	B.E. Civil + 15 Years Exp. (5 years as in Integrated road projects)	1 Nos.	1 Nos.
2.	Site Engineer	B.E. Civil + 5 Years Exp. or Diploma Civil + 10 years' Experience (5 years in Road Construction)	1 Nos.	2 Nos.
3.	Architect/ Urban Designer	B.Arch./Bachelor in Urban Designer +7 years or Masters in Urban Design or equivalent + 5 years (5 years in Urban landscaping work)	1 Nos.	2 Nos.
4.	Quantity Surveyor	B.E. Civil + 7 years Exp. or Dip. Civil + 10 years Exp.	2 Nos.	3 Nos.
5.	Soil & Material Engineer	B.E. Civil + 10 years Exp.	1 Nos.	2 Nos.
6.	Surveyor	Dip. Civil + 5 years Exp. (Also experience in the Power sector)	1 Nos.	2 Nos.
7.	Lab Technician	5 years Exp. or Dip. Civil	2 Nos.	3 Nos.
8.	Electrical Engineer	B.E Electrical Engineering + 5 years or Diploma Electrical +10 years (Safety License)	1 Nos.	2 Nos.
9.	Technician (Electrical)	ITI/Diploma in Electrical Engineering + 5 years' experience	1 Nos.	2 Nos.
10.	Safety Expert	Advanced Diploma in Industrial safety /Post graduate Diploma in industrial safety from state/central technical board + min 3-year experience or Diploma/Graduate in Civil/ Electrical from any stream with 10 years' experience in construction.	1 Nos.	1 Nos.

For Routine Maintenance

SI. No.	Personnel	Qualification	Contract Package	
			Upto Rs. 25 Crores	Greater than 25 crores
	A	B	C	D
1	Site-In-charge	Degree Holder in Civil Engineering + 3 years' experience	1 No.	2 Nos.
2	Assistant Site-In-charge	Diploma Holder in Civil Engineering +3 years' experience	1 No.	2 Nos.

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SECTION 2: - QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

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

Note on Form of Qualification Information

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. Each bidder is required to furnish an affidavit on a non-judicial stamp paper of Rs 100/- giving information on following performa required for evaluation of Bidding capacity of the Bidder. Scanned copy of this affidavit shall be submitted on-line as part of contractor's document. Performa shall be filled up and complete in all aspects. **Incomplete format or attached written format will not be accepted. Filling up of this form is mandatory otherwise bid may be rejected.**

Note- in case of Joint Venture (JV) all the partner shall produce Qualification Information separately duly filled as per the instruction above

Comment [G79]: Modified as per ULB T2, QI

Comment [G80]: Added for clearing the infprmation

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration: _____

Principal place of business: _____

Partnership deed _____

Power of attorney of signatory of Bid _____

Provide information on Power of Attorney to authorized signatory to submit the bid as per Annexure VI

Note:-In case of JV, Power of Attorney for Lead Member of Joint Venture will be submitted as per Annexure III, Part I separately.

Comment [G81]: Doubt- check wheter JV point is right or not ??

[Attach]

1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years** preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In lakhs) FY 2020-21- ____ FY 2021-22- ____ FY 2022-23- ____ FY 2023-24- ____ FY 2024-25 - ____	β
		Certificate from CA with clear cut mentioned Civil Engineering Works	

β Attach certificate from Chartered Accountant.

1.3 Work performed as prime contractor or as a **member of joint venture** (executed similar nature of work justified by the JV agreement **which is to be submitted in Part I of the Bidding document**) on construction works of a similar nature and volume over the last five years.

Format of work experience certificate should be as per format attached in Section 8

Comment [G82]: Discuss the format with Dy.CEO sir

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay, if any
1	2	3	4	5	6	7	8	9

* Attach certificate(s) from the Engineer(s)-in-Charge

** immediately preceding the financial year in which bids are received.

Note:- It is mandatory to submit similar nature of work justified by the JV agreement or any other document which describes the work done in case of member of joint venture.

Preliminary Details of Distribution power line Shifting & Relocation of HT/LT (11KV & above) Power Line.

Sl. No	Name of the Employer *	Description of Work [#]	Transformer installed capacity (188kV A & above)	Laying of cable in RCC duct/ HDPE Methodology for laying pf power line [§]	Contract No.	Value of Contract (Rs crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay, if any
1	2	3	4	5	6	7	8	9	10	11

Comment [G83]: Ask from @Neelam as no one has submitted the details in this form.

Comment [G84]: Discussed and finalized

The **description of works** should clearly specify the power line capacity and the name of the distribution power line. It should also indicate whether the shifting was done from overhead to underground, overhead to overhead, or underground to underground, along with the respective capacity.

§ Bidder(s) should clearly mention the **methodology of laying of power line** i.e. HDPE / Trench in case of overhead to underground or underground to underground else write NA.

1.3.2 Deleted

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

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

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

*Attach certificate(s) from the Engineers)-in-Charge for value of work remaining to be completed./ Affidavit regarding same.

@The item of work for which data is requested should tally with that specified in ITB clause 4.5A(c).

** immediately preceding the financial year in which bids are received.

Comment [G85]: Added as per ULB t2

(B) Works for which bids already submitted: (For every partners separately in JV case)

Description of works	Place & Slate	Name & Address of Employer*	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

1.5. Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause 4.5(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders.

Item of Equipment	Requirement		Availability proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/Leased to be procured	Nos/Capacity	Age/Condition	
1	2	3	4	5	6	7

Note: Details to be provided by Nagar Nigam in column 1,2 & 3, while Contractors have to fill col. 4,5,6 & 7.

- (a) the Bidder must produce the following documentary evidence in support of his/her availability of the above equipment: Evidence of ownership of major items of construction equipment named like RC/Invoice/Bill etc.
- (b) If equipment not owned but proposed to be hired, then Evidence of arrangement of possessing them on hire/lease/buying as defined therein;
- (c) If equipment not owned but proposed to be purchased then Evidence of arrangement of possessing them on buying as defined therein.

Comment [G87]: Added as per ULB T2

1.6. Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach Curriculum Vitae (CV) **as per format in Section 8**. Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract. Details to be provided by ULB in Col. 1,3 & 5; while Contractors have to provide details in Col. 2,4 & 6.

Comment [G88]: Modified as per Addendum 1

Position	Name	Qualification		Year of Experience (General)		Remarks
		Required	Having	Required	Having	
1	2	3	4	5	6	7
Project Manager						
Etc.						

1.7. Proposed sub-contracts and firms involved. [Refer ITB Clause 4.3 (k)]-Deleted.

- 1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), ITR, etc. List them below and attach copies.
- 1.9. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.10. Name, address, and telephone, and email of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.11. Information on litigation history in which the Bidder is involved.

Name of	Litigation where	Cause of	Amount involved	Remarks showing

Other Party (ies)	(Court/arbitration)	Dispute		Present Status
1	2	3	4	5

1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is)

—

1.13. Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (I)]

1.14. Programme [CI 4.3. (I)]

1.15. Quality Assurance Programme [CI 4.3. (I)]

2. **Deleted.**

3. **Additional Requirements**

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

- (i) Affidavit shall be submitted on Rs 100.00 non-Judicial stamp paper duly notarized.
- (ii) Undertaking shall be submitted on Rs 100.00 non-Judicial stamp paper duly notarized
- (iii) Deleted.
- (iv) Deleted.
- (v) Deleted.

TECHNICAL EVALUATION

The following scoring criteria will be applicable for consideration of similar works.
(Sl. No. 5 may be updated as per the project requirement.)

Sl. No	Description	Maximum Marks	Self-Assessment by Bidder	Reference* for assessment with page no.
A	B	C	D	E
1	Carriageway works should include asphalt/cement concrete surface with necessary base layers with minimum length equal 50 % of total length of package as mentioned in IFB column 5.	30		
2	Footpath works include road works involving paver blocks/ kerbstone or concrete pathways and likewise with minimum length equal 50 % of total length of package as mentioned in IFB column 5.	10		
3	Street lightning works with minimum length equal 50 % of total length of package as mentioned in IFB column 5.	10		
4	Roadside landscapes works with minimum length equal 50 % of total length of package as mentioned in IFB column 5.	5		
5	Underground utilities works, which includes gas, power, sewer, water supply, storm water and telecom works with minimum length equal 50 % of total length of package as mentioned in IFB column 5.			
	A) Power Line (HT/LT)	15		
	B) Storm water	10		
	C) Sewer	05		
	D) Water Supply	05		
	E) Telecom (OFC)	05		
	F) Gas	05		
	Total	100		

*write contract bond number, name of issuing authority & page no.

Note:

1. If the work experience is of lesser length than mentioned as above, then the marks will be awarded on pro-rata basis.
2. Bidders must ensure that column D & E of above table should be duly filled.
3. Only minimum progress of 90% shall be considered for evaluating the experience mentioned in above tables.
4. **In case of Joint Venture, Technical Evaluation as indicated in above table has to fill jointly i.e. all partners should combine the aggregate experience.**

FORM T-1 B**BANKER'S CERTIFICATE FROM A COMMERCIAL BANK
(SOLVENCY CERTIFICATE)**

Comment [G89]: Doubt- DYceo sir should we keep this?

Comment [G90]: Done

This is to certify that to the best of our knowledge and information that M/s./Shri having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. (Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

NOTE

1. Bankers certificates should be on **letter head of the Bank**, addressed to tendering authority, self-attested and should have been issued within Six months from original last date of submission of the Bid.
2. In case of partnership firm, certificate should include names of all partners as recorded with the bank.
3. Solvency amount should be at **least 40%** to the estimated cost of project.
4. In the case of a Joint Venture (JV), the combined solvency of all partners must meet the specified requirements as indicated above.

FORM "B-1"

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name & Registered Address of individual/firm/ company), as on (the relevant date) is Rs. after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on (the relevant date)." Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI Date and Seal

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

{Cl.4.3. g, Section 1}

BANK CERTIFICATE

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.....(lakh) to meet their working capital requirements for executing the above contract during the contract period.

Signature of Bank Manager _____

Name of the Bank Manager _____

Address of the Bank -----

Note: The above letter should be on the letter head of the concerned Bank branch with full address including telephone no., fax no. and email of the bank branch. The certificate should not be latter than 3 months.

Seek Reference Certificate

To,
(The Employer)

Sub: Seek Reference Certificate for A/c No.

Sir,
We, hereby wish to inform you that M/s who is bidding for -----
----- of the district ----- has authorized us to provide
you the concerned information about his/her account no. Which the
said bidding firm has in our branch/bank relating to the above tenders. -----
-----or his/her authorized representative is permitted to seek reference from us about the
said account as and when required either in person or by post, fax or email.

Dated:

Yours faithfully,
(Sd)

Branch Manager

Name of the branch with Branch Code and the name of the Bank.

Note:

1. The above letter should be on the letter head of the concerned Bank branch with full address including telephone no./mobile no., fax no. and email of the bank branch.
2. In case of JV, all partners should submit the seek reference separately.
3. Employer name should be same for which this NIT has been floated.

AFFIDAVIT
(Non-Blacklisting & Non- Rescind/abandon)
(In Rs 100/- non judicial stamp paper)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm i.e. M/s _____ or our partners (in case of JV) have abandoned any work on any Government Organization nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby declare that we have not been debarred or placed on any **black list declared** by any Bank, Financial Institution and any Government Department.

Or

The undersigned certifies that our firm M/sor Our partner (In case of JV) have been debarred or placed on any blacklist , declared by any bank financial Institutional and any Govt. Departments ondate and it has been revoked vide letter no.dated.....

4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

Date

Note- In case of JV, all partners should submit the **Non-Blacklisting & Non-Rescind/abandon** undertaking separately.

UNDERTAKING

(Cash investment)

(To be furnished in Rs 100/- non judicial stamp paper)

I, the undersigned do hereby undertake that our firm M/s
would invest a minimum cash up to 25% of the value of the work during implementation of
the Contract.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

Date

Note- In the case of a Joint Venture (JV), the cash investment must be at least the minimum amount specified in the provided format, when combined.

UNDERTAKING
(for Green Technologies)
{CI 4.4.A.b, Section I}

(To be furnished in Rs 100/- non judicial stamp paper)

We have the experience of carrying out the works and we assure you that work shall be done as per specification

OR

Although we have not done work as specified but we assure that we will arrange human and material resource to carry out the work as per specification.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

Date

UNDERTAKING

Bid Validity

(To be furnished in Rs 100/- non judicial stamp paper)

I, the undersigned do hereby undertake that our firm M/s

_____ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

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 on-line in response to notice inviting bid number -----

(Authority inviting bids)
for the Construction -----
----- (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:- CONDITIONS OF CONTRACT

These conditions are subject to the variations and additions set out in Part II Special Conditions of Contract.

Notes on Conditions of Contract

The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of Conditions of Contract that follows has been developed for smaller admeasurements contracts for construction on the basis of international practice and the practice of the Government of India, Ministry of Road Transport and Highways, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

CONDITIONS OF CONTRACT

Part I- GENERAL CONDITION OF CONTRACT

A. GENERAL

1. Definitions

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

Act or Electricity Act, 2003 shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

Adjudicator (synonymous with **Dispute Review Expert**) is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

Appropriate Commission shall mean the Uttar Pradesh Power Corporation Limited (UPPCL)

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

Company shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 or Cooperative Societies Registered under Cooperative Societies Act, 1984, as applicable;

Compensation Events are those defined in Clause 44 hereunder.

Completion Date is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

Consents, Clearances and Permits shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power line;

Contract is the contract between the "Employer" and the "Contractor" to execute, complete and maintain the works till the completion of Defect Liability Period. It consists of the documents listed in clause 2.3.

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

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

Contractor's Bid is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

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.

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

Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

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

Discom or DISCOM shall refer to Dakshinanchal Vidyut Vitran Nigam Limited, Kanpur Electricity Supply Company Limited, Madhyanchal Vidyut Vitran Nigam Limited, Paschimanchal Vidyut Vitran Nigam Limited, Purvanchal Vidyut Vitran Nigam Limited and Uttar Pradesh Power Corporation Limited (UPPCL).

Drawing include calculation and other information provided or approved by the Engineer for the execution of the contract.

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

Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the site to construct the works.

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

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

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

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

Routine Maintenance is the maintenance of works for five years as specified in the Contract Data.

The **Defect Liability Period (DLP)** of the entire works is of 5 years with routine maintenance as per SOP and maintenance manual.

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

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

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

ST&DU or State Transmission & Distribution Utility shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/or routine maintenance in the Contract, which includes work on the Site. Engineer is authorized to review the terms and conditions of Subcontract or the supplier of materials to the Original Contractor or Subcontract of labor if any.

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

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.

Tax means and includes a tax, duty, rate, toll, fee etc. levied by the central or state Govt. or Local authorities under laws of India.

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

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

2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

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

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid part I and part II
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Scope of work,
- (9) Specifications,
- (10) Drawings,
- (11) 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.
- (12) NIT
- (13) T-4
- (14) T-5
- (15) T-6 in original.
- (16) Name of the Contractor Nominee as per clause 62.2 (if any) and
- (17) Any other document listed in the Contract Data.

3. Language and Law

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

3.2 The language for the formal correspondences are stated in the Contract Data.

4. Engineer's Decisions

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

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

5. Delegation

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

Comment [G91]:

a group of people who have been chosen to speak or take decisions for a larger group of people, especially at a meeting

Comment [G92]: Who is this ?

6. Communications

- 6.1. All Certificate, notices or instructions to be given to the Contractor by Employer / Engineer shall be sent on the address or contact details given by the Contractor in Section 6- Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in bid document. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means (email, sms, whatsapp, Twitter etc.) shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.
- 6.2. 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.

Comment [G93]: Should we include this?

Comment [DU94]: ok

Comment [G95]: Meaning- The statement means that if a notice is sent through electronic methods like fax, email, SMS, WhatsApp, Twitter, or similar platforms, it will be considered valid and effective **only after confirmation that the transmission has been successfully received**. This confirmation could be in the form of a receipt acknowledgment or verification that the intended recipient has received the notice.

7. Sub-contracting

- 7.1. Deleted
- 7.2. The Engineer should satisfy himself before recommending to the Employer whether
- The circumstances warrant such sub-contracting: and
 - The sub-Contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion of the Quantum of works to be sub-contracted.

Comment [G96]: As per ULB t2 7.1.1 & 7.2

Comment [G97]: ther Contractors" refers to companies or individuals who are working on the same project or in the same vicinity but are engaged under separate contracts for specific tasks or responsibilities. They may include:

- **Specialized service providers** (e.g., electrical, plumbing, landscaping, or paving contractors).
- **Public authorities or utility providers** (e.g., electricity, water, gas, or telecom services).
- **Subcontractors working directly for the employer** or other entities related to the project.

8. Other Contractors

- 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities' utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.
- 8.2. The Contractor should take up the work in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the works.

Comment [G98]: The contractor must coordinate with other contractors, public authorities, and utilities, providing necessary facilities as per the schedule, which the employer may modify. Work should be executed in designated sections to minimize traffic disruption and ensure smooth progress.

9. Personnel

- 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3. 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.
- 9.4. The Contractor shall not employ any retired employee of the ULB department who retired within one year without the prior permission from department.
- 9.5. Any type of misbehave either by Contractor or by his/her personnel will be treated as same done by the Contractor.
- 9.6. 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.
- 9.7. Neither Contractor nor his/her personnel will involve in any un social activity.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

- 11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, 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), 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 Employer's design.

Comment [G99]: Added as per ULB T2 9.3-9.7

Comment [G100]: Employer's Risks refer to specific situations or events for which the Employer, rather than the Contractor, assumes responsibility under a construction contract. These risks typically include extraordinary circumstances beyond the Contractor's control, such as:

1. **Political and Social Risks:** War, hostilities, invasion, rebellion, riots, or civil unrest.
2. **Natural or Environmental Risks:** Contamination from nuclear fuel, radioactive materials, or other hazardous events.
3. **Design-Related Risks:** Defects or issues arising solely due to the design provided by the Employer (not the Contractor's design).

If these events occur and affect the project, the Contractor is not held accountable for delays or costs caused by them, and the Employer must bear the consequences.

Comment [G101]: the phrase "or (b) a cause due solely to the design of the Works, other than the Employer's design" means that the risk applies to issues arising from the design of the project **only if the design was not provided by the Employer**. In other words, if the design causing the problem was created by the Contractor or a third party (not the Employer), the Employer is not responsible for the resulting risks or consequences. This clause ensures that the Employer is only held accountable for risks arising from designs they directly provided, not for designs created by others.

12. Contractor's Risks

12.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance (Contractors All Risk Policy)

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover (Contractors All Risk Policy) from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a. loss of or damage to the Works, Plant and Materials;
- b. loss of or damage to Equipment;
- c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- d. personal injury or death.

13.2. Insurance policies and certificates for insurance **shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date**. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

13.5. Both parties shall comply with any conditions of the insurance policies.

13.6. In any case, the Contractor shall keep the Employer indemnified from any such losses.

13.7. (a) The Contractor at his/her cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

(b) Personal injury or death.

14. Site Investigation Reports

- 14.1. The Contractor is advised to visit the site and get any sub soil investigation or other site investigations got done at his own, while preparing the Bid.

15. Queries about the Contract Data

- 15.1. The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

- 16.1. The Contractor shall construct and install and maintain the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

- 17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in **accordance with the Programme** submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

- 18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2. The Contractor shall be responsible for design of **Temporary Works**.
- 18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4. The Contractor shall obtain **approval of third parties to the design of the Temporary Works** where required.
- 18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

- 19.1. The Contractor shall be responsible for the overall safety of all activities on the Site during the construction period to pass the traffic without any obstruction.
- 19.2. 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

Comment [G102]: • **Scaffolding:** Temporary structures used to support workers and materials during the construction of buildings.

- **Shoring:** Temporary supports used to prevent the collapse of trenches or building walls during construction or excavation.
- **Formwork:** Temporary molds used to shape concrete until it sets and hardens.
- **Crane Platforms:** Temporary structures built to support cranes and other heavy lifting equipment.
- **Temporary Roads:** Roads constructed to provide access to the site during construction, which are removed after the permanent infrastructure is completed.
- **Construction Hoardings:** Temporary fences or barriers used to secure the site and protect the public from construction activities.
- **Temporary Bridges:** Bridges built to allow transportation of materials and equipment across a site or water body during construction.
- **De-watering Systems:** Temporary pumping or drainage systems to remove water from the construction site.

20. Discoveries

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. 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.

22. Access to the Site

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

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

23. Instructions

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

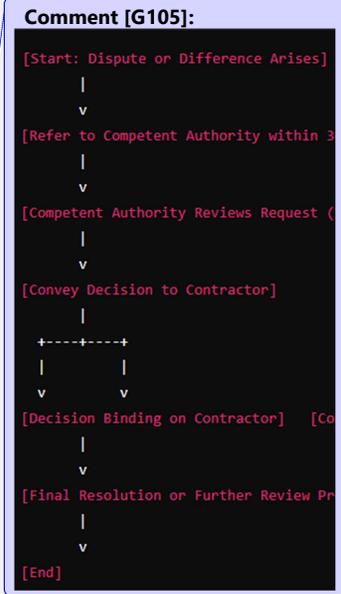
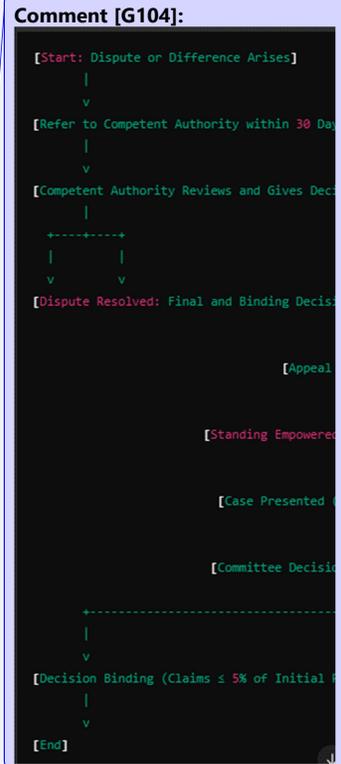
23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer..

24. Disputes Redressal System

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

24.2 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

Comment [G103]: Doubt- Dy CEO sir- should we keep this >? Is this feasible



the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.

24.3. The composition of the Empowered Standing Committee will be:

I. Special Secretary to the State Government;

- I. Chief Engineer; and
- II. 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.

24.4. 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.

24.5. 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

25. Procedure for Disputes

25.1. The official appointed by Employer shall give a decision in writing within **30 days** of receipt of a notification of a dispute.

25.2. Deleted.

25.3 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.

26. Replacement of Dispute Review Expert

26.1. Deleted

B. TIME CONTROL

27. Programme

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

Comment [G106]: Are the clauses ok?

and 15 days for reply is ok??

Comment [DU107]: Keep the clauses as it is

Comment [G108]: Doubt- Check with DYCEO

Comment [DU109]: Ok ok

forecast. After the completion of the construction works, the programme for the Routine Maintenance Work, showing the general methods, arrangements, order and timing for all the activities involved in the Routine Maintenance will also be submitted by the Contractor to the Engineer for approval. The programme for Routine Maintenance will be submitted in each year for the period of Maintenance.

- 27.2. 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 work including any changes to the sequence of the activities.
- 27.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 27.4. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.
- 27.5. The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipment's being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- 27.6. The list of Key Personnel deployed by the Contractor shall not be altered without the consent of Engineer.
- 27.7. The contractor shall also submit the weekly microplan in form Request for Inspection (RFI) in prescribed/duly approved format.

Comment [G110]: Put the format in Addendum.

28. Extension of the Intended Completion Date

- 28.1. The Engineer shall extend the Intended Completion Date (as per state government rules) 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 work and 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.

- 28.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within time stipulated in clause 28.3 of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning

of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer for his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Review Expert under Clause 24.1.

Comment [G111]: Doubt- DY.CEO what is difference between 28.2 & 28.3??

Comment [DU112]: done

28.4. **Force Majeure (FM):** Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continues for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

28.5. Delays in Execution:

- i. A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of the procuring entity or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractor or other contractors, those of the procuring entity or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:
 - b. **Excusable delays** - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;
 - c. **Compensable delays** – or Compensation Events, which put full burden of responsibility on the Procuring Entity as covered in the GCC; and
 - d. **Inexcusable delay** (contractor's own faults), which puts the full burden of responsibility on the contractor.
 - e. **Concurrent delays** - when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the

critical path. The Procuring Entity/TIA should see that the concurrent delays do not result in unnecessary extra extension of time.

- ii. Once the delay is categorized, it should then be determined not only whether the contractor is eligible for time extension and/ or monetary relief but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.

28.6 The competent authority as per state Government rules shall decide whether and by how much time to extend the Intended Completion Date.

28.7 No any extension of Intended Completion Date will be allowed if the delay is caused due to stopping the construction activity for a long period by Gundaism or by misbehaving or by in-fighting with the local habitant either by the Contractor or his/her personnel or by any cause created by the Contractor or his/her personnel.

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

29. Deleted.

30. Delays Ordered by the Engineer

30.1. 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.

30.2. 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.

31. Management Meetings

31.1. The Engineer may require the Contractor (all partners, in case of JV) to attend a management meeting. The business of a management meeting shall be to review the plans for the remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all concerned.

32. Early Warning

32.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

Comment [G113]: Updated as per ULB T2 28.1 & 2

32.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

33. Identifying Defects

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

33.2 The Contractor will be fully responsible for the quality of work. If any work found unsatisfactory during the quality test, the contractor is bound to replace/reconstruct/rectify, whatever the case may be as directed by the Engineer.

34. Tests

34.1. If the Engineer instructs the Contractor to carry out a test not specified in the Specification 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.

During the execution of the project, routine tests as per technical specifications shall be conducted at specified intervals to ensure quality and integrity, encompassing material testing, structural integrity checks, and compliance verification. The Contractor shall maintain a comprehensive test register documenting all tests conducted, and before proceeding with subsequent stages, approval from the Employer for previous test results shall be obtained.

34.2. In order to control the quality of work, a Quality Control field laboratory shall be established by Contractor in respective Nagar Nigam with comprising of multi-disciplinary professionals / engineers and necessary test equipment's to cover all types of quality control works pertaining to the project. 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 laboratory or elsewhere.

35. Correction of Defects

35.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

35.3. Correction of Defects noticed during the Defects Liability Period and removal of deficiencies in Routine Maintenance of Roads for five years

- a. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion Date of works of construction and ends after five years. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.
- b. The Engineer shall give notice to the Contractor of any Defects before the end of the maintenance period, which begins from the Completion Date of the Defect Liability Period and ends after five years. The maintenance period shall be extended for as long as the Defects remain to be corrected.
- c. 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.
- d. The Contractor shall do the routine maintenance of roads, including pavement, road sides, cross drains including surface drains and other components indicated in scope of work to the required standards and in the manner as defined in Clause 1.1 and keep the entire road surface and structure in defect free condition during the entire maintenance period which begins from the Completion Date and ends after five years.
- e. In compliance to Programme of Routine maintenance work (as per clause 27.1) submitted by the contractor, he shall carry out monthly inspection of roads under maintenance, based on which, he shall submit monthly bills.

The maintenance standards shall meet the following minimum requirements and shall fulfil the criteria, which has been elaborated in SOP and maintenance manual with frequency and activity to be carried out.

- f. To fulfil the objectives laid down in sub clauses 35.3.d and 35.3.e above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer, the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections, which are likely to be damaged or inundated during rainy season.
- g. The Engineer may issue notice to the Contractor to carry out removal of defects and deficiencies in maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report. In any case the rectification shall be done within 15 days. If the Contractor fails to rectify the defects noticed by the Engineer within the specified period it will cause the breach of contract and suitable action shall be taken against the contractor as per specified clauses.

- h. Any instructions issued by the Departmental Officer/Quality Control Engineer during concurrence of contract or during defect liability period shall be binding upon the contractor.
- i. The Contractor shall maintain power line (underground) under the supervision of respective substation Engineer-in-Charge as mentioned in the Contract data.

35.4 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.

Comment [G114]: Added as per ULB t2 32.3

36. Uncorrected Defects

- 36.1 If the Contractor has not corrected a Defect pertaining to the Defects Liability Period under clause 35.3 of these Conditions of Contract, to the satisfaction of the Engineer within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.
- 36.2 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.
- 36.3 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.

Comment [G115]: Doubt- DY.CEO isthis ok?

Comment [DU116]: ok

D. COST CONTROL

37. Bill of Quantities

37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works, and lump sum amount per km for yearly routine maintenance for each of the five years separately, to be done by the Contractor.

37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for the construction works. The payment for routine maintenance of road to the contractor is performance based.

Comment [G117]: As per PMGSY

38. Changes in the Quantities

Deleted

39. Variations and Extra Items

39.1 All Variations shall be included in updated Programmes produced by the Contractor.

39.2 The Competent Authority as per state Govt shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he/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*

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

Variation shall be sanctioned as per the latest circular which will be issued by URIDA/ competent authority from time to time.

40. Payments for Variations

40.1. If rates for variation items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause 40.3 for quantities (higher or lower) exceeding the deviation limit.

40.2. If the items for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate for such variation item from similar items in the Bill of Quantities with the Employer approval.

40.3. If the rate for Variation item cannot be determined in the manner specified in Clause 40.1 & 40.2, the Contractor shall, within 7 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the relevant schedule of rates of the state. The recommendation of the Engineer on the rate so determined shall be submitted to the Employer for approval. The decision of the Employer/Engineer shall be final and binding on the Contractor. Overall percentage rate below /above of the contract shall also be applicable to these rates.

Comment [G118]: 14 to 7 days as per ULBT2

Comment [DU119]: ok

Comment [G120]: In Ulb t2 , Engineer is there in palce of Employer what we should do?

Comment [DU121]: Ok ok

41. Cash Flow Forecasts

41.1. When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

42. Payment Certificates

42.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(3) of the Contract Data.

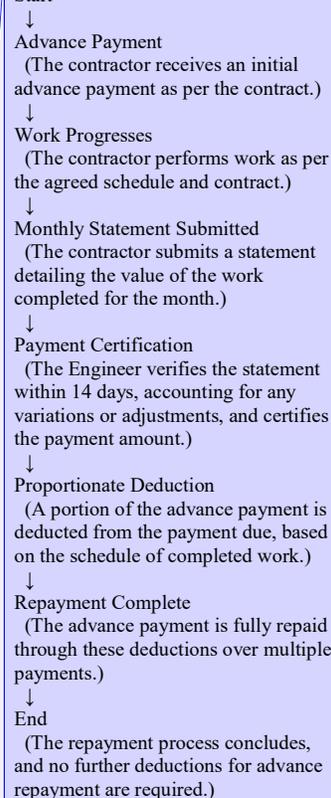
42.3. The value of work executed shall be determined by the Engineer / authorized representative of Nodal/Competent authority.

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

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

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

Comment [G122]: Flow chart Start



whole road.

ROUTINE INSPECTIONS (RI)

- (1) Every road must be inspected for Routine Inspection (RI) at least once in every month. (Monthly frequency)
- (2) Routine inspection can be carried out by any of the Engineer including JE/AE/EE or equivalent.
- (3) Deleted.
- (4) For the purpose of RI, each road shall be divided into segments of one kilometer or part thereof. Complete road length shall be compulsorily inspected during a routine inspection.
- (5) For each segment two geo-tagged and time-stamped photographs shall be documented for each segment. The chainages for capturing photographs shall be system generated to ensure randomness.
- (6) Deleted.
- (7) Deleted.

PERFORMANCE EVALUATION (PE)

- (1) Every road must be evaluated at least once in every month. (Monthly frequency)
- (2) PE can be carried out by any of the ULB officers including Sub Engineer/ JE/ AE/EE or equivalent.
- (3) For the purpose of PE, each road shall be divided into segments of one kilometer or part thereof. Based on the grading of RI and along with photographs documented during RI, every segment is given marks out of 100 on the parameters fixed for PE. The weighted average marks are then evaluated for the entire road.
- (4) All the PE conducted need to be finalized by the respective Engineer-in-charge.
- (5) While finalizing PE, Engineer-in-charge may change the marks given to the road by the inspecting officer, along with mentioning the reasons for the change made.
- (6) Criteria for Payment based on the marks obtained in PE is as follows:
 - a) If the weighted average marks for the entire road is 100 then full

- payment will be done.
- b) If the weighted average marks for the entire road is between 80 and 100, then proportionate payment will be done. For e.g if the marks obtained is 88 out of 100 then 88% of the amount of bill raised will be paid.
If the weighted average marks for the entire road is less than 80 then no payment will be done for the entire road.
 - c) Deleted.
 - d) If any two segments of a road get less than 80 marks in the same PE, then no payment will be done for the entire road.
 - e) If any particular segment of a road gets less than 80 marks in two consecutive PE, then no payment will be done for the entire road.
- (6) The Contractor shall submit to the Engineer a bill every month for the routine maintenance of the roads from the date the maintenance period starts i.e. from completion date as defined in Section 3, Clause 1.1, it will be supported with a copy of the record of the Contractor's monthly inspection and other instructions received from the Engineer.
 - (7) The payment will be made quarterly for the monthly bills received and as certified by the Engineer based on performance by the Contractor.
 - (8) The contractor shall submit monthly bills by the day (to be decided by the Employer/Engineer) of the next month and if the bill for a month is not received from the Contractor, he forfeits his right for the payment and no payment shall be due to the contractor.

On submission of timely bills, engineer to certify the quality and actions taken as per clause 35.3.g by the contractor, by way of Routine inspection and Performance evaluation, marking system as explained herein before, the frequency of RI and PE is every two months and payment of bills is six monthly and Engineer should ensure not delay of RI and PE.

- (9) If the Contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to the Contractor for that month.

43. Payments

43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay upon the submission of bill and satisfactory execution of work the

Comment [G124]: Start

↓
Contractor Submits Monthly Bill (by 10th of the next month)
(The contractor submits a bill supported by inspection records and engineer's instructions.)
↓
Routine Inspection (RI) Conducted
(The road is inspected by PIU officers, ensuring all segments are checked.)
(Geo-tagged and time-stamped photographs are taken for each segment.)
↓
Performance Evaluation (PE) Conducted
(Marks are assigned based on the grading system, RI observations, and photographs.)
(Each segment is graded on a 100-point scale.)
↓
Marks Assigned to Segments (Out of 100)
(Weighted average marks are calculated for the entire road.)
↓
Check Weighted Average for Entire Road
(Evaluate the road's performance based on weighted average marks.)
↓
IF Weighted Average = 100:
Full Payment Made
(100% of the amount billed is released.)
↓
IF $80 \leq$ Weighted Average < 100 :
Proportionate Payment Made
(Payment is made based on the marks received; e.g., 88% marks = 88% payment.)
↓
IF Weighted Average < 80 :
No Payment for the Month
(The contractor receives no payment for the period.)
↓
Check Additional Conditions
(Verify segment-specific performance.)
↓
IF Two Segments < 80 Marks in Same PE:
No Payment for Entire Road
(Payment is denied for the whole road.)
↓
IF One Segment < 80 Marks in Two Consecutive PEs:
No Payment for Entire Road
(Payment is denied for the whole road.)

... [1]

Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.

43.2. Deleted

43.3. Deleted.

43.4 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

44. Compensation Events

44.1. The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer modifies in written the schedule of other contractors in a way, which affects the work of the contractor under the contract.
- (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Engineer instructs in writing the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) Deleted.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.
- (g) The Engineer gives an instruction in writing for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities' utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Engineer unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

44.2. Deleted.

Comment [G125]: Not cut to cut point will create subjectivity in contract which the contract can claim

44.3. Deleted.

44.4. Deleted.

44.5. 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.

45. Tax

45.1. The rates quoted by the Contractor shall be deemed to be inclusive all taxes but exclusive of G.S.T, which shall be paid extra as applicable.

46. Currencies

46.1. All payments shall be made in Indian Rupees.

47. Price Adjustment

Deleted

48. Retention

48.1. The Employer shall retain from each payment due to the Contractor, the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2. On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

48.3. On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

49. Liquidated Damages

49.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). 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 does not affect the Contractor's liabilities.

Comment [G126]: As per ULB t2 40

Comment [G127]: In ULB t2 it is inclusive of GST

Comment [G128]: An on-demand bank guarantee is a financial instrument issued by a bank on behalf of the contractor (or another party) in favor of the employer (or beneficiary), ensuring the beneficiary can claim the specified amount from the bank without the need to prove a breach or default by the contractor (means means that the on-demand bank guarantee allows the employer (beneficiary) to request payment from the issuing bank without having to provide evidence or justification that the contractor has failed to fulfill their obligations under the contract.).

Key Features of an On-Demand Bank Guarantee:

1. **Immediate Payment:** The bank guarantees payment to the employer upon receiving a written demand, subject to the terms of the guarantee.
2. **No Conditions Beyond Terms:** The employer does not need to provide extensive evidence of the contractor's non-performance or defects in work. A claim within the agreed terms of the guarantee is sufficient.
3. **Substitution for Retention Money:** Instead of the employer holding retention money until project completion or the defect liability period ends, the contractor can provide an on-demand bank guarantee of equivalent value.
4. **Risk Mitigation:** It protects the employer by ensuring funds are readily available to cover any defects, delays, or other contractual breaches.
5. **Validity Period:** The guarantee typically remains valid until the completion of all obligations, ... [2]

Comment [G129]: Start

↓
Employer Retains Proportion of Payment
(Retention is as per the proportion stated in the Contract Data.)
↓
Completion of Whole Works
(Retention payment process starts upon completion.)
↓
Half of Retention Money Paid to Contractor
(Upon completion of works, 50% of the retention amount is released.) ... [3]

49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

49.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50. Deleted.

51. **Advance Payment**

51.1. The Employer shall make mobilization advance payment (not to be paid in less than two installments except in special circumstances for which the reasons to be recorded in writing) to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Nationalized / Scheduled bank to the Employer in amounts and currencies equal to be at least 110% of the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The mobilization advance would be deemed as interest bearing advance at an interest rate of 10% to be compounded quarterly.

51.2. The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

Comment [G130]: START
 |
 v
 Contractor exceeds Intended Completion Date
 |
 v
 Employer calculates Liquidated Damages (Rate/day in Contract Data)
 |
 v
 Employer deducts damages from payments due to the Contractor
 |
 v
 IF Intended Completion Date is extended AFTER damages are paid:
 |
 v
 YES ---> Engineer adjusts overpayment in the next payment certificate
 | |
 | | v
 | |
 | |
 NO ---> Continue deductions as per contract
 |
 v
 IF Taking-Over Certificate issued for part of the Works:
 |
 v
 YES ---> Reduce damages proportionally to the value of certified work
 |
 v
 NO ---> Liquidated damages continue as specified
 |

... [4]

Aspect	Clause no
Advance Payment Types	- Mobilization contract price
	- Equipment equipment contract price
Interest on Advance	No interest c
Bank Guarantee Requirement	- Issued by a Bank accept
Usage of Advance	- For Equipm expenses.
Proof of Usage	- Contractor equipment p
Penalty for Non-Compliance	- Failure to p one-time rec penalty.
Repayment Method	- Deducted p payments du percentage c
Penalty for Delays	- Failure to ac immediate re penalty.
Purpose of Advance	- Explicitly st

Comment [G131]:
 Check with DY.CEO regarding v ... [5]

Comment [DU132]: As per ulb t2

51.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or Liquidated Damages.

51.4. **Secured Advance-** No Secured Advances will be given.

52. **Securities**

52.1. The Performance Security (including 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 an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

53. **Deleted.**

54. **Cost of Repairs**

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

E. FINISHING THE CONTRACT

55. **Completion of Construction**

55.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

56. **Taking Over**

56.1. The Employer or his authorized person shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

57. **Final Account**

57.1. 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 the correct and complete. If the account is not correct or complete, the Engineer shall

issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days there-after.

57.2. 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.

58. Operating and Maintenance Manuals

58.1. If "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.

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

59. Termination

59.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2. Fundamental breaches of Contract 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 Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) the Contractor does not maintain a security which is required;

Aspect	Final
Submission Deadline for Final Account	Per
Engineer's Initial Response Time	Eng
Resubmission Review Timeline	res
Final Bill Payment Timeline	if t
Engineer's Action If No Account Received	the
Engineer's Timeline for Finalizing Without Account	on
Final Bill Payment Timeline Without Account	No
	pay
	cer
	Co
	No
	No

Comment IG1331:

Comment IG134: Done as per ULB t2

- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; (it means the Contractor has delayed the works beyond the intended completion time even after imposing the liquidity damage) and
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (i) The Contractor fails to provide insurance cover as required under clause 13
- (j) 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;
- (k) If the Contractor fails to set up a field laboratory (as pre Annexure I,B of ITB) with the prescribed equipment, within the period specified in the Contract Data;
- (l) If the Contractor fails to deploy machinery and equipment (as pre Annexure I,A of ITB)or personnel ((as pre Annexure II of ITB)as specified in the contract Data at the appropriate time;
- (m) if the Contractor fails to pay EPF/ESI contribution as required under prevailing laws;
- (n) if the Contractor engages child labor in violation of prevailing laws;
- (o) 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.
- (p) Non Cooperation with the Contractor.
- (q) If the Contractor does not maintain the quality after repeated instruction of Engineer.
- (r) Any activity against the CRPC/IPC
- (s) Any unsocial activity at workplace or within vicinity of work site.
- (t) Other justified reason as considered by the Engineer.
- (u) And any other fundamental breaches as specified in the Contract Data.

Comment [G135]: As per ulb t2 52

For the purpose of this paragraph: "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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- 59.3. When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 59.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 59.5. 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.

60. Payment upon Termination

- 60.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 60.2. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

- 61.1. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a 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

62. Release from Performance

- 62.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either 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 commitment was made.

62.2. 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 49 and 60 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.

Comment [G136]: As per T2, 55.2

F. Other Condition of Contract

63. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

64. Compliance with Labour Regulations:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. **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 thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of

performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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

- a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed five (5) years' service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952 : The Act Provides for monthly contributions by the employer plus workers @ 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 20 or more contract labour.
- f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- 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 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/ -per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- 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 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 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 upto 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 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 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

65. Provision of vehicle

Comment [G137]: Not in Ulb t2

Contractor have to provide one vehicle in good condition of hard top of make not before two years in proper running condition with maintenance of vehicle, all POL and driver with valid license to the Department/Authority for which no extra payment will be made to Contractor during execution of the work.

Comment [DU138]: Petrol Oil Lubricant

66. Drawings and Photographs of the Works

- a. The Contractor shall do photography/video/drone 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.
- b. The Contractor shall not disclose details of Drawings furnished to him and works on which he 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 employees or any employees of his 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.
- c. **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 failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

Part-II -SPECIAL CONDITIONS OF CONTRACT

67. Green technologies

(Nagar Nigam can add more green technology clauses below as required and can remove the technology not required in their respective Nagar Nigam)

67.1 RECYCLING OF BITUMINOUS PAVEMENTS

Recommended practice for recycling of bituminous pavements as per IRC 120: 2015

67.2 CEMENT GROUTED BITUMINOUS MIX

Flexible pavements are the most common types of pavement used for highways in India and rest of the world. Bituminous wearing course of such pavements often suffer wet weather damage which gets aggravated in cities due to flooding during monsoon. The pavements at traffic intersections, parking places and bus stops are noticeably damaged due to frequent braking action and fuel spillage. So, there arises a need for durable wearing course which is (i) strong enough to resist braking and accelerating effect of traffic (ii) fuel resistant (iii) impervious to water and (iv) moisture resistant. Research at IIT Kharagpur and at CSIR-CRRI has shown that open graded bituminous layer grouted with a cementitious grout can form a durable wearing course. Some other research Institute had developed similar product which has been used at a few locations in Kharagpur, Surat and Amravati. Flexible and Rigid pavements are common in India and now composite pavements are emerging.

The present guidelines deal with the design, preparation and application procedure for CGBM to be laid over bituminous surface. Almost single graded bituminous mix (having voids more than 25% which is more than the voids in traditional dense graded bituminous mixes) is paved and grouted with cement grout as under:

i) Mixed with optimum dose of bituminous binder (sometimes fibers may be added to prevent drain down) (ii) paved over a base (iii) compacted to design density (iv) filled with cementitious grout slurry (sufficiently flowable cement grout is applied on the compacted surface). This cement grout is primarily prepared by mixing suitable proportions of cement, fine sand and water. Other materials like fly ash, micro silica, super plasticizers, fibres etc. may be adequately and suitably added in order to improve the grout flowability and strength of grout.

CGBM is to be generally used as surface layer, but it also has potential to be used as base course

FOLLOW IRC:SP:125-2019 GUIDELINES FOR CEMENT GROUTE BITUMINOUS MIX SURFACING FOR URBAN ROADS.

67.2 WASTE PLASTIC ROADS

Use of Waste Plastics in Road Construction

Dry Process: In Dry process, shredded waste plastics are used as coating material for aggregates. Heated stone aggregate (170°C) coated with waste plastic is mixed with hot bitumen (160°C) and the mix is used for road laying.

The aggregate when coated with plastics improved its quality with respect to voids, soundness and moisture absorption and decreases porosity and thus the performance of the pavement is increased.

Wet Process: Plastic waste is ground and made into powder. Powdered plastic waste is added to the bitumen at 160°C. High shear blender is required to prepare plastic modified bitumen and specific chemical treatment may be required to restrict the phase separation.

IRC:SP:98-2013- GUIDELINES FOR THE USE OF WASTE PLASTIC IN HOT BITUMINOUS MIXES (DRY PROCESS) IN WEARING COURSES**67.3 CONVENTIONAL AND THIN WHITETOPPING**

White-topping is defined as a Portland Cement Concrete (PCC) overlay constructed on the top of an existing bituminous pavement. White-topping is thus PCC resurfacing (overlay) as a rehabilitation or structural strengthening alternative on bituminous pavement. The PCC overlay may or may not be bonded to the layer below.

White-topping on existing bituminous pavements provides many additional benefits as compared to conventional bituminous overlay alternative. Some of the benefits are:

- Long life, low maintenance, low life-cycle cost, improved safety and environmental benefits.
- Bituminous overlays exhibit a more rapid loss of serviceability as compared to concrete white-topping at some critical locations. The lives of successive bituminous overlays become progressively shorter after the first overlay.
- Deformation like rutting and cracking predominant in case of bituminous pavements is normally absent with concrete surfaces of white-topping. This is particularly true in a hot climate like India.
- Conventional White-topping improves structural capacity of existing bituminous pavement, if built on a strong base course, and it impedes structural distresses.
- White-topping requires much less maintenance and as such involves much less frequent lane closures of road, as compared to bituminous surfaces.
- White-topping is quite cost-effective to tackle annual budget constraints and high traffic levels. It is, therefore, quite relevant to Indian conditions.
- White-topping can uniformly fill ruts in the wheel path of bituminous pavements more effectively because concrete is far more stiff and consistent at high temperature than bituminous mixes. Broadly, for similar reasons, the occurrence of cracks is also relatively much less in case of white-topping.
- Concrete is relatively light in colour and hence concrete surface is more reflective to light, absorb less heat and reduce the urban heat island effect. Improved reflection of lights from vehicles enhances safety, lowers energy requirement of external lighting, lower contribution to heat in environment.

- Fuel consumption on concrete roads has been found to be less than the bituminous roads

FOLLOW IRC:SP:76-2015-GUIDELINES FOR CONVENTIONAL AND THIN WHITETOPPING.

Any other technology accredited by IRC may be considered as green technology for the similar work experience under Section 1 ITB, Cl. 4.5.

68. 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.

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SECTION 4:- CONTRACT DATA

CONTRACT DATA

Clause Reference
with respect
to section3

{Note for Procuring Entity: Text in grey italics font within square bracket [e.g., Mention ...] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned, if these need to be changed}

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

Condition of Contract Clause No.	Topic	Conditions
[Cl.1.1]	The Authority/Employer	<i>Nagar Nigam Gorakhpur Municipal Commissioner Address: Townhall, Nagar Nigam Gorakhpur Name of authorized Representative: Chief Engineer, Nagar Nigam Gorakhpur</i>
[Cl.1.1]	The Engineer	<i>Executive Engineer Nagar Nigam Gorakhpur</i>
[Cl.1.1]	The Dispute Review Expert appointed by the Authority	<i>Additional Municipal Commissioner Nagar Nigam Gorakhpur</i>
[Cl.1.1]	The site is located	<i>Gorakhpur Ward no.-79,26</i>
[Cl.1.1&35]	The substation Engineer in Charge	NA
[Cl.1.1&35]	Defects Liability Period	5 Year from the date of Completion of Work
[Cl.1.1&35]	Routine Maintenance Period	5 Year from the date of Completion of Work
[Cl.1.1&35]	Period for Joint Inspection	1 Month or as per requirement assessed by the Engineer/Authority
[Cl. 27.3]	The amount to be withheld for late submission of an updated programme	<i>5 lakhs</i>
[Cl.1.1]	Start Date	7 days from the date of issue of the Notice to proceed with the work.
[Cl.1.1, 17&28]	Intended Completion Date	Work is as per time given in NIT after the start of work
[Cl.2.2 & 49.1]	<i>Milestones (physical works):</i>	Milestone 1 i.e. 1/8 of Estimated Cost : 1/4 of Project duration.

		Milestone 2 i.e. 3/8 of Estimated Cost : 1/2 of Project duration	
		Milestone 3 i.e. 3/4 of Estimated Cost : 3/4 of Project duration	
		Milestone 4 i.e. Total Estimated Cost : As on Project duration	
[Cl. 1.1]	The Site	<i>As per work name</i>	
[Cl. 1.1]	The name and identification number of the Contract	604/मु०अभि०/चार-सा०नि०वि०/2025-26 दिनांक 27.02.2026	
[Cl. 1.1]	The works consist of	the works shall, inter alia, include the following, as specified in Section V or as directed by the Authority	
[Cl. 3.1]	The law which applies to the Contract	Law of Uttar Pradesh Government	
[Cl. 3.1]	The language of the Contract documents	English	
[Cl. 3.2]	The language for the formal correspondences	Hindi and English	
[Cl. 7.1]	Limit of subcontracting	Deleted	
[Cl. 9]	The Schedule of Key Personnel	As per Annex.-II to Section I	
[Cl. 13.1]	Item	Amount to be insured	Deductibles
	A.Loss of or damage to the works, plants and materials	10 % of contract value	Deductibles for insurance shall be as per latest tariff of General Insurance Company of India plus 20% of premium amount for items A, B, C & D
	B. Loss of or damage to equipment	2.5 % of contract value	
	C. Loss of or damage to property (except the works, plant, Materials, and Equipment) in connection with the contract	1 % of contract value	
	D. Personal injury or death	Up to Rs. 2 lacs per contract value Rs. 2 Crores for maximum three occurrences	
		For contract value more than Rs. 2 Crores	Rs. 2 lacs per occurrence for maximum six

[Cl. 13.7.a]	Item	Amount to be Insured	Deductibles
	Personal injury or death	Rs. 2 Lacs for one occurrence per year	Deductibles shall be as per latest tariff of General Insurance Company of India plus 20% of the premium amount
[Cl. 21]	Site Possession Date	Date of issue of notice to proceed with the work	
[Cl. 26]	Appointing Authority for the Dispute Review Expert	Employer	
[Cl. 27.1]	The period for submission of the programme for approval of Engineer	10 days from the issue of Letter of Acceptance	
[Cl. 27.3]	The period between programme updates	One Month [may be amended as per requirement]	
[Cl. 27.3]	The amount to be withheld for late submission of programme shall be	Rs 10,000/- (Ten thousand) per day for contract value upto 2 Cr. And Rs 20,000/- (twenty thousand) per day for contract value above 2 Cr.	
[Cl. 40.1]	<i>No increase in rates of any items specified in Bill of Quantities is allowed due to variation in quantities.</i>		
[Cl. 43.4]	The authorized person to make payment is	[Fill the name of Engineer]	
[Cl. 44]	The following events shall also be Compensation Events:	<ul style="list-style-type: none"> • Removal of underground utilities detected subsequently (Remove if not mentioned in bidding document) • Significant change in classification of soil requiring additional mobilisation by the contractor, e.g. ordinary soil to rock excavation, • Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor • Artesian conditions • Seepage, erosion, landslide • River training requiring protection of permanent work • Presence of historical, archeological or religious structures, 	

Comment [G139]: Updated as per ULB T2

Comment [G140]: Addressed as per ULB t2 si. 19

Comment [G141]: DOUBT BY CEO SIR-WHETHER TO PUT THT OR NOT?

		<p><i>monuments interfering with the works</i></p> <ul style="list-style-type: none"> <i>Restriction of access to ground imposed by civil, judicial, or military authority</i>
[Cl. 46]	The currency of the Contract	Indian Rupees
[Cl. 48]	The proportion of payments retained (retention money)	5% from each bill subject to a maximum of 5% of final contract price.
[Cl. 49]	<u>Amount of liquidated damages for delay in completion of works</u>	Amount of liquidated damages for delay in completion of works for 0.1% of Whole of work of the Initial Contract Price per week, rounded off to the nearest Thousand, per week.
[Cl. 49]	Maximum limit of liquidated damage for delay in completion of work.	<p><u>10%</u></p> <p>After 10% the bond will be terminated and securities will be forfeited and the works will be executed on the risks & cost of the contractor.</p>
[Cl. 51 & 52]	Amounts of the advance payment	<p>Yes (The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the below conditions).</p> <p>i. Mobilization 5% of the Contract price On submission of unconditional Bank Guarantee, (to be drawn before the end of 20% of Contract period). The contractor may furnish four bank guarantees of 2.5% each, valid for full period.</p> <p>ii. Equipment 90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 10% of the Contract price. After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.</p> <p>iii. Deleted</p>

[Cl. 51]	Repayment of advance payment for mobilization and equipment:	<p>The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 per cent of the Contract Price or 6 (Six) months from the date of payment of first instalment of advance, whichever period concludes earlier, and shall be made at the rate of 20 per cent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 28.</p> <p>The advance would be deemed as interest bearing advance at an interest rate of 10% to be compounded quarterly</p>
[Cl. 51.4]	Secured Advance	No Secured Advances will be given.
[Cl. 52]	The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:	<p>Performance Security for 5 per cent of contract price plus Rs..... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5.</p> <p>The standard form of Performance Security acceptable to the Authority shall be an <u>unconditional</u> Bank Guarantee of the type as presented in Section 8 of the Bidding Documents</p>
[Cl. 58]	Schedule of Operating and Maintenance Manuals	[As ascertained in SOP and maintenance manual]
[Cl. 58]	The date by which "as-built" drawings (in scale as directed) in 2 sets are required	Within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.
[Cl. 58]	The amount to be withheld for failing to supply "as built" drawings by the date required	Deleted.
[Cl. 59.2]	The period for setting up a field laboratory with the prescribed equipment is 7 (Seven) days from the days from the date of notice to start work.	
[Cl. 59.2]	The period for to deploy machinery & Equipment or personnel is 7 (Seven) days from the days from the date of notice to start work	
[Cl. 59.2]	The following events shall also	The Contractor has contravened Sub-clause

	be fundamental breach of contract	7.1 and Clause 9 of GCC
[Cl. 60]	The percentage to apply to the value of the work not completed representing the Authority's additional cost for completing the Works	20 per cent

4. Routine Maintenance during five years after the Completion Date is defined in SOP and maintenance manual:

- (i) Deleted.
- (ii) Deleted.
- (iii) Deleted.
- (iv) Deleted.
- (v) Deleted.

(Note: A periodical renewal is not part of routine maintenance).

- (vi) The periodicity of routine maintenance activities shall be as follows, this is for guidance only, however, road is to be maintained in serviceable condition all the time and payment is performance based, as per performance evaluation and marks obtained.
Routine Maintenance Activities and their frequency with performance index (PI) – Bituminous Road/ Cement Concrete Roads/ Paver Block Road.

Performance Index (PI) Table

Sl. No.	Name of Item/ Activities	Frequency of operation in a year	Bituminous Road/ Cement Concrete Roads/ Paver Block Road
1.	Maintenance of Travel Lane	As mentioned in SOP and maintenance manual	30
2.	Maintenance of Street lighting & Maintenance of Landscape features	As mentioned in SOP and maintenance manual	15
3.	Maintenance of Storm water drains	As mentioned in SOP and maintenance manual	10
4.	Maintenance of Footpath and cycle track	As mentioned in SOP and maintenance manual	10
5.	Maintenance of power line (underground electrification)	As mentioned in SOP and maintenance manual	10
6.	Maintenance of Road signs & markings	As mentioned in SOP and maintenance manual	10
7.	Maintenance of (other) Utilities	As mentioned in SOP and maintenance manual	5
8.	Maintenance of Street furniture & Bus shelters	As mentioned in SOP and maintenance manual	5
9.	Maintenance of Bridges, culverts, structures	As mentioned in SOP and maintenance manual	5
Total			100

Note: Maintenance of Utilities refers to civil work of all utilities constructed by the contractor except storm water.

MAINTENANCE MANUAL

1. Maintenance of **Travel lane**
 - a. Maintenance of **Bituminous road** shall be as per IRC SP 82:2015 (as per the latest revision)
 - b. Maintenance of **Cement road/PQC/CC** shall be per IRC 83: 2018 (as per the latest revision)
 - i. **Thin white topping** shall be as per IRC SP:076
2. Maintenance of **Storm water** shall be as per Manual on storm water drainage systems Volume-II Pat B: Operation and Maintenance by Central Public Health and Environment Engineering Organization (CPHEEO), by MoHUA , May 2019 (or as per latest revision)
3. Maintenance of **Sewer** shall be as per Manual on Sewerage and Sewage treatment systems Part B: Operation and Maintenance, by MoHUA, 2013 (or as per latest revision)
4. Maintenance of **footpath**
 - a. Maintenance of paver block/interlocking concrete block shall be as per IRC:SP 63 (latest edition)
 - b. Maintenance of Cobble stone / white topping shall be as per relevant IRC
5. Maintenance of **Street Light** shall be as per National Lightning code 2025 (or as per latest edition)
6. Maintenance of **Power line (Underground/Overhead)** shall be as per IS 1255,IS 7098,IS 3043, Electricity Act 2003 (UPPCL practice) or any relevant IS/guidelines/act issued by competent authority.
7. Maintenance of **landscape** shall be as per Urban Road Manual Published by PWD, Government of Delhi & as per relevant IRC/guidelines circulated by competent authority.

Maintenance of Traffic Signs & Road Marking shall be as per IRC 67 (latest edition) & IRC 35 (latest edition) and any other IRC related to this.

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SECTION 5:- SCOPE OF WORK & TECHNICAL SPECIFICATION

1. Project Background

Urban areas are known as the growth engines of the country. Uttar Pradesh has the highest number of urban bodies in India. The state is committed to achieve the target of "One Trillion Economy" by the year 2027 by strengthening the basic infrastructure, especially the urban basic infrastructure and enhance "Ease of Doing Business" and "Ease of Living". Roads are the most vital component of urban basic infrastructure. Most of the commercial and economic activities are conducted along the roads. Hence, integrated road network becomes one of the prime components of urban basic infrastructure. Due to increasing urbanization in the State, there is a great need to develop and enhance an integrated road network using innovative technology to reduce the burden of extra vehicles on the roads and to bring enhanced mobility in the means of transport. In the given context and to promote social and economic development in the State and encourage economic autonomy in ULBs through the development of roads, an incentive-based scheme "Chief Minister-Green Road Infrastructure Development Scheme- Urban (CM-GRIDS)" has being launched by the Urban Development Department. CM GRIDS aims to make the existing "Urban Road Improvement Scheme" being implemented from 2013-14, more effective. In urban areas, the development of roads of 45 meters or more width is generally done by the Public Works Department in the form of National Highway and State Highway and the development of roads of less than 10 meters width is done by the Finance Commission, Mukhyamantri Nagar Srujan Yojana (C M NSY) and Pt. Deen Dayal Upadhyaya Nagar Vikas Yojana etc. are done by the urban bodies as a component, but there is no dedicated plan for the development of roads between 10 m to 45 m wide , while the roads of the said width are the main routes of urban traffic and economic activities.

2. Scope of Work

Scope of work includes applying the design principles, objective and expected outcomes illustrated in drawings. The implementing agency (i.e contractor) shall review the design and details for betterments or improvements if any which may be incorporated to better achieve the employer's goals and objectives. These betterments, if any, shall be submitted by the Implementing Agency to the Employer for review and for the approval before the commencement of on ground working stage.

The Implementing Agency must make itself aware of general and specific site conditions, topography and any existing landscape prior to commencement of any works on site. The on-site execution scope of work comprises of preparation of detailed engineering design execution drawings, full, final and entire installation and completion of road works to a 'best practice standard' for such works, (inclusive of road surface, road section elements, Land scape, soft-scape, smart bus stops, street furniture, signage and street lighting) and associated landscape services (levelling, drainage etc.) based on the proposal design

developed by the Employer (Nagar Nigam Gorakhpur) and the good for construction drawings provided by them. The implementing agency shall ensure the handing over of the same in full accordance with the Employer's requirements.

The broad scope of works shall be as described below,

- i. GPR Survey (Ground penetrating radar), road survey report, traffic diversion plan, above ground utility shifting plan and invert levels of SWD (Storm Water Drain) pipes.
- ii. Dismantling of existing Infrastructure including divider, footpaths, traffic island, Kerbs, drainage, road furniture, existing OH/UG distribution power line, poles, conductor, hardware and transformers etc. which are fouling in the proposed work area. However, Nagar Nigam Gorakhpur will clear any encumbrances or encroachment and provide the full or partial area before start of dismantling to execute the work.
- iii. Removal/Replantation of trees if required.
- iv. Twice the number of trees to be planted with respect to the number of trees to be removed. It is subjected to the latest compliance with NGT of any other Govt. Orders in this regard.
- v. Dispose of the dismantled materials to the location indicated by Nagar Nigam Gorakhpur.
- vi. Relaying of flexible / rigid pavement as per details provided in the design drawings and bill of quantities (BOQ) and as per the directions of the engineer in charge.
- vii. Construction of Footpaths.
- viii. Construction of intersections/Raised Pedestrian Crossings.
- ix. Providing Landscaping including the street furniture, tiling, grating, painting etc.,
- x. Providing Road Signage Boards including signage markings.
- xi. Constructions of Storm waters system as per the Final drawing.
- xii. Construction of DWC /HDPE/ Trench (for power line), Other pipes laying both sides along the road as per Final drawing.
- xiii. Foundation and installation for Transformers, laying XLPE cable, Poles, Feeder Pillars and other Hardware Fittings etc. as per the requirements of the design and as per direction of Engineer in Charge and must coordinate with the concerned electricity urban distribution circle or division/ contractor appointed by said department for the shifting of electrical utility lines.
- xiv. Supply and Laying of Pipes for Road Crossings.
- xv. Provision of Earthling system.
- xvi. Supply and Laying of HT/LT underground distribution power line cable in duct/crossing pipes including but not limited to street lighting/Landscaping/footpath/cycle track etc.
- xvii. Deleted.

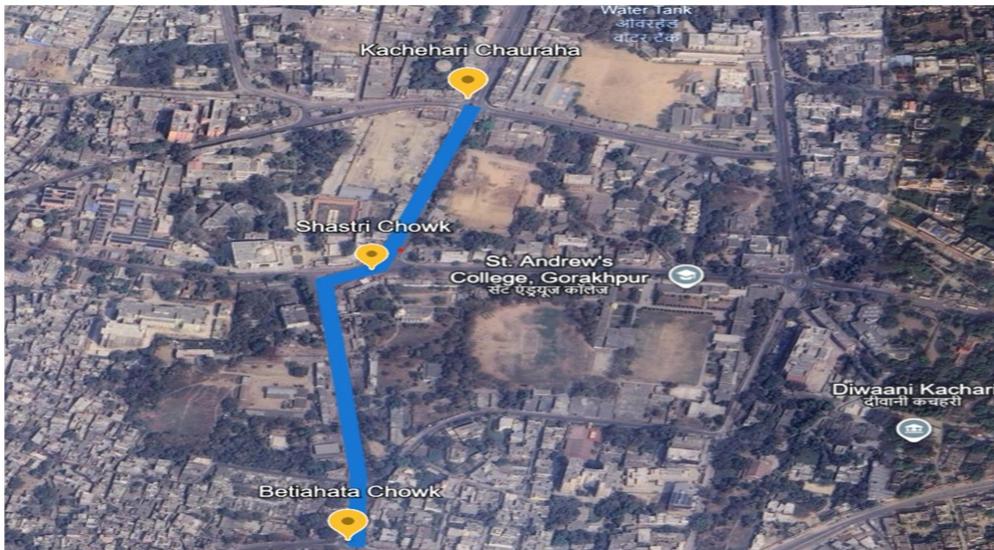
- xviii. Supply, installation, testing, and commissioning of H-poles with all associated accessories, HT/LT cables, transformers, RMUs, compact switchgear, feeder pillars, cable terminations with termination kits, and a complete new overhead/underground distribution power line, as approved by the **Directorate of Electrical Safety, U.P. Government**.
- xix. Utility Shifting.
- The Shifting of the overground / underground utilities including Power Distribution Line Pole, Electric Pole, Light Pole, Transformer, Signal Pole, Camera Pole, Sign Board, OFC, Trees, Telephone Pole, Manhole, Trench, High Mast, Electric Junction Box, Telephone Box, Solar Light Pole, Water Pump, Tower as required and specified in BOQ and drawings and as per the direction of Engineer in Charge.

A. Road, Footpath and Allied works

- The cross section for the was determined based on traffic studies.
- All roads are proposed to have pedestrian footpath. Wherever the space constraints exist, shared spaces for both are proposed.
- Raised pedestrian crossings are proposed to facilitate pedestrians to cross the road.
- For details on existing and proposed components, please refer to **Section 9** for sections, Plans and drawings.

B. Proposed Road Network

The roads which are to be upgraded have been demarcated and provided in the below map for reference



C. Scope of work for utility provision

It is proposed to have **Water Supply, Sewer Line, Telecom / OFC** (amend as per requirement) work below footpath as per drawings given by the authority. Where required, necessary manhole arrangement for every 50m interval (amend as per requirement of each utility) shall be provided for maintenance purpose, the schedule of **DI / CI / DWC / HDPE / Other Pipe** laying is as per design drawing.

Storm Water Drain - It is proposed to have storm water drain below road and edge of footpath as per drawings given by the authority. Necessary inlet arrangement at every 20 m interval (Gully trap) shall be provided to collect and convey the surface water into the drain and necessary invert level, disposal point to be provided by the contractor. Manhole shall be provided at every 20 m for efficient maintenance of drain.

Detailed design, levels and location of the above utilities will be provided in the Good for Construction (GFC) Drawings issued by Nagar Nigam Gorakhpur.

D. Scope of Work for Power Line

The contractor's scope for this package includes detailed engineering, including revisions and updates to all documents and drawings, preparation of procurement-related documents and drawings, supply, installation, testing, and commissioning of all new equipment, as well as dismantling of old materials at the site as required for electrical line work. The scope also includes liaising with URIDA, the appropriate commissioning bodies, UPPCL, the Electricity Urban Distribution Circle, and other government/statutory agencies and local authorities to obtain necessary clearances, concurrences, and approvals as per the Electricity Act 2003. For the shifting of overhead distribution power lines 33/11kV, below 11kV (HT/LT) ST&DU to underground distribution power lines (DISCOM), the work will involve the transportation of transformer trolleys from the substation to the damaged transformer plinth/four-pole/double-pole locations, shifting and replacing the damaged transformer with a new one, and then returning the transformer trolley to the substation under the jurisdiction of the concerned Electricity Urban Distribution Division or Circle (EUDD). Additionally, the contractor will be responsible for all associated civil, structural, and architectural works related to the installation and laying of electrical equipment, foundations, erection, stringing, and electrical road crossings (ERC), as outlined in the respective sections, to ensure the completion of the project.

- A Shifting of Overhead Distribution Power Line to Underground Distribution Power Line
- Relocating a Transformer for Underground/Overhead Distribution Power Line (HT/LT).
- Relocating an Underground Distribution Power Line to a New Location (HT/LT).
- Relocating an Overhead Distribution Power Line to a New Location (HT/LT).
- Supply, installation, testing and commissioning of following equipment as per SOR, BOQ and Directorate of Electrical Safety, UP Govt.

- Supply & installation of following equipment as per SOR and BOQ.
- Excavation, Backfilling, Making of foundation & miscellaneous jobs as per SOR and BOQ.
- Installation of transformer as per instruction of concerned department.
- Inspection, Testing & Commissioning from concerned EUDD and Directorate of Electrical Safety, UP Govt.
- The contractor should see the route of line before starting construction work and satisfy him or herself to ensure that Indian Electricity Rules should be followed strictly.
- The work shall be carried out strictly in accordance with the UPPCL/EUDD/MVVNL/DVVNL/PVVNL/PUVVNL Practices RESSPO Drawings, directions of the Concerned UPPCL/EUDD/MVVNL/DVVNL/PVVNL/PUVVNL representative and prevailing Indian Electricity Rules/Acts.
- The crossing of houses and commercial buildings shall not be permitted and minimum clearance as per Indian Electricity Rules shall have to be strictly followed by the contractor.
- Deleted.
- Miscellaneous works including obtaining consents, clearance and permits.
- All charges on account of damages/ losses/ claims/ theft etc. involved under the conditions laid down above shall be borne by the contractor, if paid by the Corporation shall be recovered from the contractor's bills/ security deposit.
- Execution authority will
 - a. ion & construction, of the Purchaser supplied items.
- The conductor length up to 50m will be ensure that the material supplied by the contractor, is strictly as per technical specifications.
- After completion of work, concerning Engineer of the Nagar Nigam, will ensure that "As executed" estimate has been prepared & got sanctioned from the Competent authority.

Comment [G142]: Electrical points

Comment [G143]: Discussed and finalized

Note:- If the overhead/under distribution power line is being shifted to a new location in a Nagar Nigam, then the Nagar Nigam should mention it project-wise

- (2) The quantities, rate given in Cost schedule are tentative. Contractor shall take Employer/ Competent authority (Amend as required) approval before ordering of the material.
 - a. The Contractor shall make every effort to minimize the breakages, losses and wastage during erecttreated as good and conductor length less than 50 meter will be treated as scrap/ wastage. On completion of work the contractor will return balance items over and above actually used on each line. Wastage shall also be returned either in damaged condition or otherwise, however should the necessity arise to deliver these items in

- excess of their permissible wastage, double the prevailing market cost of these shall be recovered from the Contractor's bills.
- b. Rates of recovery for empty conductor drum, empty earthwire drum not returned by the Contractor to purchaser shall be double the prevailing market price at the time of actual recovery after taking into account permissible wastage.
- (3) Clearances required from the State Government and concerned Urban Local Bodies
- a. All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the Bidder.

Comment [G144]: Electrical points

Comment [G145]: Discussed and finalized

E. Pre Construction Stage

- i. The Employer shall arrange for a kick-off meeting with all the pertinent stakeholders - Traffic Police, Police, PWD, Name of Electricity Department, before the construction commencement and will obtain all necessary permissions for the construction activity.
- ii. The contractor shall submit Dismantling and Construction plan and Construction Methodology to Nagar Nigam Gorakhpur and get it approved prior commencing the works.
- iii. The contractor shall check the topographical survey and mark the proposed design on ground (with total station survey equipment) and immediately bring to the notice of Nagar Nigam Gorakhpur about the changes and variations based on site conditions with respect to the drawings provided in the tender. After acceptance and approval of the proposed changes the Nagar Nigam Gorakhpur will make the necessary modifications to the drawings and furnish the contractor with the final Good for Construction Drawings for execution.
- iv. Prior to commencing the demolition and construction works, the contractor shall assess the appropriate locations of all the underground utilities by using the state of the art technologies (Total Station Equipment / GPR Surveys /Test Pits etc) and mark the same on ground for approval by Nagar Nigam Gorakhpur.
- a. In case there are discrepancies between the alignments of utilities shown on the drawing and those that exist on the ground, the contractor shall immediately inform the client in writing to resolve the matter. Nagar Nigam Gorakhpur will take the necessary action for the same within 7 days from the date of letter receipt from the contractor.
- v. At no point of time, shall the contractor completely block the flow of on-going traffic. Additionally, no disruptions shall be allowed with regards to access to the properties, shops, entry/exits along the road. And no modifications may be made to the extents of the Right Of Way (ROW).

- a. Where disruptions are unavoidable, the contractor must make necessary plans / take necessary steps to ensure minimal inconvenience (or provide alternate paths / routes) to the public and the same should be approved by Nagar Nigam Gorakhpur, prior to initiating the work.
- vi. Contractor shall prepare a traffic management plan and have it approved by Nagar Nigam Gorakhpur. The traffic management plan should clearly indicate how the traffic will be managed during the construction and have it approved by the Nagar Nigam Gorakhpur, Traffic Police and/or any other stakeholders as identified by Nagar Nigam Gorakhpur.
- vii. The contractor shall submit the safety and quality assurance, control plan within 30 days from Date of LOI to Nagar Nigam Gorakhpur, and have it approved.
- viii. Allotment of all lines shall be done after confirmation of availability of land for respective substation, transmission, distribution and underground cable power line. However allotment of lines for which substation land or area is available or lines which is being constructed between existing substations shall be done immediately. The work shall be started immediately after allotment of line.
- ix. Other necessary provisions of rules & regulation of Indian Govt., URIDA, UPPCL and Electricity Urban Distribution Division EUDD state government/ central government relating to navigations, railways crossings, Road and PTCC etc. are to be complied by the contractor.

Comment [G146]: Electrical points

Comment [G147]: Discussed and finalized

F. Construction Phase

- i. Nagar Nigam Gorakhpur shall approve the Good for Construction (GFC) drawing, single line diagram for power line with consultation with Electricity Urban Distribution Division and furnish the same to the contractor after making necessary changes, if required, and accordingly the contractor will start the construction work within 15 days from the date of approval of GFC drawing.
- ii. Contractor shall follow all aspects of labor regulations, health and safety during the contract;
- iii. Relocation of utilities shall be done by relevant agencies like Jal Nigam etc. However, where the bidder is required to relocate the utilities, the cost of relocation shall be borne by the Nagar Nigam Gorakhpur/ URIDA . The relocation charges shall be approved by Nagar Nigam Gorakhpur/ URIDA as per the prevailing departmental rate plus minus the % bid rate.
- iv. Site clearing and grubbing within the Right of Way (ROW).
- v. Shifting or transplanting of trees if required.

- vi. Excavation for utilities, roadworks, and footpaths cycle tracks, landscaping, and street lighting etc. including filling / re-filling with suitable material as approved by the Engineer in Charge.
- vii. Removal of existing pavement and stack or dispose the excavated road materials as indicated by the Engineer in Charge.
- viii. All dismantled materials shall be stacked or disposed by the bidder as directed by the Engineer in Charge.
- ix. Construction storm water system including all manholes, Manholes covers, connecting to the existing lines as indicated in the drawings and specifications provided in the tender.
- x. Construction of ducts/HDPE pipes and trench for laying of HT/LT power line, OFC cables including all manholes, manhole covers, connecting to the existing lines as indicated in the drawings and specifications provided in the tender.
- xi. Construction of main carriage way, kerbs, medians, raised pedestrian crossings, intersection improvements, footpaths, landscape and road works as per drawings and specifications provided in the tender.
- xii. Supply and fixing of railing/guard rails along the median and roadsides.
- xiii. Providing thermoplastic pavement marking, pavement marker (glow studs), road furniture (signs road studs, median marker, pedestrian crossings, rumble strips, solar powered traffic blinkers, delineators);
- xiv. Provision of kerbs and road markings with thermoplastic material, Traffic signs (Informatory, Mandatory, Cautionary) with retro-reflecting sheeting, delineators and other road furniture;
- xv. Provision of Utility ducts/ RCC pipes for Road Crossings.
- xvi. Foundation for transformers, Poles, Feeder Pillars, Service Feeder Pillars etc. as per the requirements of the design and as per direction of Engineer in Charge.
- xvii. Supply and Laying of DWC/HDPE/Other pipes / duct / crossing pipes etc. as per the requirements of the design and as per direction of Engineer in Charges.
- xviii. Deleted
- xix. Survey (Preliminary & Final) for tower, transformer, electric pole, and OH/UG distribution power line location, preparation of single-line diagrams, peg marking, foundation work, installation of earthwire (if required), tack welding, including bolts and nuts, fixing of accessories, installation of hardware and insulator strings, trenching, and laying of HDPE pipes for the underground distribution power line, as well as work for both distribution and transmission lines, in coordination with the respective EUDD or substation.
- xx. Unloading and tacking delivery of all materials to be supplied by the bidders, transporting to depots, sorting and stacking them in proper storage sheds and yards provided by the contractor, safe custody of all materials.

- xxi. Tools and plants required for construction of the distribution line at various stages shall be arranged by the contractor at his own cost.

Comment [G148]: Electrical points

Comment [G149]: Discussed and finalized

G. Post Construction Phase

- i. Clearing of site and handing over of the works;
- ii. Submission of "As Built Drawings" and other related documents to Nagar Nigam Gorakhpur
- iii. Rectification of the defects in the completed works during the Defects Liability Period;
- iv. Routine and periodic maintenance in accordance with the details of maintenance activity elaborated in SOP and Maintenance manual.
- v. Soil investigation, auger, soil, metal, sand, concrete and earth resistivity test etc. whenever/wherever required by the Nagar Nigam/ URIDA/Sub-Stations.
- vi. Foundation, Erection, Stringing, Laying of XLPE cable, Operation, Maintenance, Installation testing and commissioning for overhead/underground distribution power line by Directorate of Electrical Safety, UP Govt. and EUDD.
- vii. Power Line Inspection by Directorate of Electrical Safety, UP Govt. and EUDD.
 - a. All suppliers of electricity including generating companies, transmission companies and distribution companies shall designate an Electrical Safety Officer for ensuring observance of safety measures specified under these regulations in their organization for construction, installation, operation and maintenance of all power line like- sub-stations, transmission and distribution lines.
 - b. The Electrical Safety Officer designated under sub-regulation, shall ensure periodic inspection of such construction, installation, operation and maintenance of all power line like- sub-stations, transmission and distribution lines. Get them tested and keep a record there of and such records shall be made available to the Electrical Inspector if and when required.
 - c. Plan for area of supply to be made and kept open for inspection. - (I) The licensee shall, after commencing to supply electricity, forthwith cause a plan, to be made in electronic form, of the area of supply, and shall cause to be marked there on the alignment and art the case of transmission, distribution and underground line works, the approximate depth below the surface of all the existing an electrical utility supply lines, street distributing boxes and other technical works. Duly corrected so as to show the electric supply lines, street distributing boxes and other works for the time being in position and shall also, if so required by an Electrical Inspector, cause to be made sections showing the approximate level of all his existing underground distribution line works other than service lines.

- d. General safety requirements. Pertaining to construction, installation, protection, operation and maintenance of all electrical supply lines and apparatus.-
- i. All electric supply lines and apparatus shall be of sufficient rating for power, insulation and estimated fault current and of sufficient mechanical strength, for the duty cycle which they may be required to perform under the environmental conditions of installation, and shall be constructed, installed, protected, worked and maintained in such a manner as to ensure safety of human beings, animals and property.
 - ii. Save as otherwise provided in these regulations, the relevant code of practice of the Bureau of Indian Standards or National. Electrical Code, if any, may be followed to carry out the purposes of this regulation and in the event of any inconsistency, the provisions of these regulations shall prevail.
 - iii. The material and apparatus used shall conform to the relevant specifications of the Bureau of Indian Standards or International Electrical-Technical Commission and EUDD where such specifications have already been laid down.
 - iv. The contractor shall ensure that all electric supply lines, wires, fittings and apparatus belonging to him or under his control, Which are on a consumer's premises, are in a safe-condition and in all respects fit for supplying electricity and the supplier shall take precautions to avoid danger arising on such premises from such supply' lines, wires, fittings and apparatus
- e. The line is ready for charging only after inspection by the concerned electrical urban distribution circle or division and Directorate of Electrical Safety, UP Govt. department of Energy .

Comment [G150]: Electrical points

Comment [G151]: Discussed and finalized

H. **Safety, vehicle breakdowns and accidents**

The Contractor shall ensure safe conditions for the users, and in the event of unsafe conditions, lane closures, diversions, vehicle break downs and accidents, they shall follow the relevant operating procedures for removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

The Contractor shall promptly remove any debris from the Project Road to enable safe movement of traffic and shall report all accidents to the Nagar Nigam Gorakhpur and police forthwith.

I. **Nagar Nigam Gorakhpur's right to take remedial measures**

In the event the Contractor does not repair the Project Road (CM Grids Road) or any part thereof during the Defect Liability Period or fails to commence remedial works within the time provided in this document, the Nagar Nigam Gorakhpur shall, without prejudice to its

rights under this Agreement, been titled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor.

J. Details of Roads in Nagar Nigam Gorakhpur to be taken up under CMGRIDS

The details of various roads that are to be undertaken under this contract are shown in the below table;

S.No	Package No.	Road Name (including from & to)	Length (KM)	Average ROW
1	GKP/CMG/Ph03-02	Kachahari Chauraha to Betiahata Chauraha via Shastri Chowk	0.780	21 m

K. Drawings Design

At tender stage, Nagar Nigam Gorakhpur will provide the following indicative drawings & these drawings are enclosed in the RFP. However, the contractor is required to execute the work only as per the final design and Good for Construction (GFC) drawings and single line diagram for power line approved by Nagar Nigam Gorakhpur.

- i. Existing layout plan of roads and utilities.
- ii. Proposed layout plan of roads.
- iii. Proposed Cross section of road, storm water drainage and DWC / HDPE / other pipes / ducts for various utilities.
- iv. Single line diagram for electrical line.

To download the drawings please visit the following link:

3. Technical Specification

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SECTION 6:- FORM OF BID

FORM OF BID FOR PART I OF THE BID

Technical Qualification Part I of Bid

Comment [G152]: As per ULB T2

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 (Name of Employer) -----, ULB ----- ,
Address [insert address] -----
Identification Number of Works: -----
Description of Works -----

Dear Sir.

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 12, 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)

Note- In case of JV, it shall be signed by authorized signatory, and in name of bidder all partner name shall be mentioned. Rest detail is of authorized signatory

Form of Bid for Part II of the Bid

Financial Part II of Bid

Comment [G153]: As per ULB T2

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 [Name of Employer: -----
Address [insert address] -----
Identification Number of Works: -----
Description 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, and carry out the routine maintenance (if any) in 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.
4. I/we undertake to carry out the works of Routine Maintenance for five years after the completion date as per the rates offered by the Employer in the bid documents.

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)

Note- In case of JV, it shall be signed by authorized signatory, and in name of bidder all partner name shall be mentioned. Rest detail is of authorized signatory

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SECTION 7:- BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

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

- 7.1 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
- (a) at percentage rate above or below or at par of the Schedule of Rates as tendered by the Contractor in Indian Rupees.
 - (b) Where there is a discrepancy between the rate in figures and words, the rate in words will govern as explained in ITB Clause____. [Note: delete this point if the E-tender system automatically populates the amount in words from the amount in figures].
- 7.2 For the routine maintenance of roads, there is lump sum amount for each year of maintenance for entire stretch. The payments will be based on satisfactory performance of routine maintenance activities.
- 7.3 The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, providing safety at site, adequate arrangement for dust suppression/control, labour, supervision, materials, erection, maintenance, insurance, profit, royalties, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
- 7.4 When percentage rate tenders are invited, the Bill of Quantities will show in the bidding documents, the quantities and rates used for different items.
- 7.5 Unless it is specifically specified, Ordinary Portland Cement (OPC) Grade -43 will be used in all concrete items.
- 7.6 Materials such as cement, reinforcement steel, bitumen/modified bitumen and emulsion should be procured from approved vendor list as indicated in NHAI office memorandum issued vide Policy Circulat no. 10.2.43 dated 20.2.2023.

Note: Any arithmetic errors will be corrected by the Employer.

Bill of Quantities for percentage rate bids

Note: - Bidder has to quote %age Above/Below or at par on-line at prescribed column/Row.

Sl. No.	Description of item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate without GST		Amount
				In figures	In words	
Name of road 1: (Length-.... Km) Nagar Nigam, width of carriage way ... m.						
	Items as per of BoQ			.....	.....	.....
Part -C	Routine Maintenance** after completion of construction works (Lump-sum Amount for each year)					
	For 1 st year	0 %				.....
	For 2 nd year	10 %				.....
	For 3 rd Year	20 %				.....
	For 4 th Year	30 %				.....
	For 5 th Year	40 %				.....
	Total				Rs.	.....

* The BOQ shall be made Road wise so that comparison & valuation of Expenditure is possible as per sanctioned G.O.

Name of road 2: (Length-... Km) Nagar Nigam, width of carriage way m.						
Items as per of BoQ						
Part -C	Routine Maintenance** after completion of construction works (Lump-sum Amount for each year Per Km.)					
	For 1 st year					.....
	For 2 nd year	0 %				-----
	For 3 rd Year	10 %				-----
	For 4 th Year	20 %				-----
	For 5 th Year	30 %				-----
	40 %					-----
Total					Rs.	.....
Name of road 3: (Length-... Km) Nagar Nigam, width of carriage way m.						
Items as per of BoQ						
Part -C	Routine Maintenance** after completion of construction works (Lump-sum Amount for each year Per Km.)					
	For 1 st year					.....
	For 2 nd year	0 %				-----
	For 3 rd Year	10 %				-----
	For 4 th Year	20 %				-----
	For 5 th Year	30 %				-----
	40 %					-----

	Total				Rs.	.....

**** The amount for each year should be pre-specified by the Authority and the figure inserted here before inviting the Bid. Routine maintenance rates are exclusive of GST. Employer to fill in the amount for maintenance in rate column only.**

Notes:

1. The Schedule of Rate is Estimated rate quoted in the BoQ.
2. Wherever there is any discrepancy between the rate entered in the Bill of Quantities and the Schedule of Rates as per Note 1 above, the rate given in the Schedule of Rates will apply.
3. For Routine Maintenance, the amount indicated by the Authority shall apply. The Bidder is required to accept these rates. Further, the payment shall be performance based.

Reference to Section 7, Cl.7.6

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग विभाग, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport and Highways, Government of India)
बी-5 एच 8, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 ■ G-5 & 6, Sector-10, Dwarka, New Delhi-110075
दूरध्वनि/Phone : 91-11-26074100 / 26074200



NHAI/ Policy Guidelines/ Consultancy/ 2025
Policy Circular No.10.2.43/ 2025 dated 20th February, 2025
[Decision taken on E-Office File No. NHAI/TIC/FQ/2012-13 (Compl. No. 2252)]

Sub: SOP for Checks & Control on Quality of Factory Manufactured material/Products being used in NHAI Projects - reg.

There is importance of appropriate Quality Control of Manufactured Material/Products used in Highway Construction. Being Factory made Material, Quality of production is primarily controlled at Factory Site. Therefore, proper selection of source and test checking of 'Lots' as per IRC Guidelines/QAP is necessary and consistently need to be ensured at Field Site. Earlier, the practice of 'One-time source approval' by NHAI HQ was exercised since 2021 and list was updated from time to time. The last updated list was circulated vide OM No. NHAI/TIC/PQ/2012-13/394 dated 12.12.2023.

2. Noticing various pros and cons of the existing system of 'One-Time Source Approval' and to further improve the system of Check & Control on Quality of Manufactured Material/Products, a Committee was constituted to examine the matter as per the direction of EC.

3. Based on the recommendation of the Committee and approval of the Competent Authority, the following has been decided:

3.1 Abolish the Current System of 'One-Time Source Approval' by NHAI HQ- The 'One-Time Source Approval list' is hereby discontinued.

3.2 A Multilevel Checks and Control Mechanism as per following is established:

3.2.1 General:

(i) In place of existing system of 'One-Time Source Approval' by NHAI HQ, a list of preferred Vendors/Firms for supplying Reinforcement Steel, Cement and Emulsion is attached as Annexure I. These firms may be given preference by AE/IE while considering source approval at Site and Factory visit requirement for these Firms may be dispensed with. In addition to above list, any other Manufacturer/Supplier meeting the prescribed standards can be considered for source approval as per laid down Guidelines under IRC: SP-112 for Manufactured Material/Product.

(ii) A Standard Checklist for Factory Inspection is attached as Annexure-II (Cement, Steel & Emulsion). While considering source approval for Steel and Cement for Firms not included in the list at Annexure-I, the AE/IE shall give preference to Producers having their integrated Plant System at one place. For Steel Manufacturers, the plants having I RF (Ladle Refining Furnace) should be given preference.

(iii) Details of Factory-Made Material/Product being used at NHAI project is a crucial data for any decision making, therefore, a separate Datalake module for updation of details of Factory Manufactured Material/Product being used at Project Site shall be created by SRD&Q Division. All PIUs (Till establishment

Contd...2/-



-4-

- (b) ROs/PIUs shall carry out random testing of Factory produced Material/Product being used at Project for each Material/Product at least twice a year through 3rd Party Lab as mentioned above. The results of tests should be updated on Datalake as mentioned in Para-3.2.1 (iii) above. Further, in case of failure of sample separate information is to be sent to SRD&Q Division apart from uploading on Datalake. The procedure for Sampling, Testing and acceptance criteria has to be followed as per relevant BIS/IRC/MoRTH specifications.
- (c) PIUs shall ensure that Lab Equipment being procured & used at Contractor's Project Lab are from BIS certified Equipment Manufacturers (exception for non BIS certified Equipment) and Laboratories setup by Contractor at Site should be well equipped as per IRC:SP-112. Time to time Calibrations of in-house Lab Equipment of Contractor/Concessionaire at Site as per frequency described in IRC:SP-112 or as recommended by Manufacturer (whichever is earlier) are also to be done from approved bodies along with its Record/ Calibration Certificate.
- (d) The RO shall nominate one Officer (at least of Manager (T) Level) in each PII as Manager (Quality) who will be Nodal for overlooking Quality related issues as specified under Para- 3.2.3 (a), (b) & (c) for the Projects under the PIU.
- (e) In addition to above, SRD&Q Division may nominate Officials from NHAI HQ or engage some Expert Agency with approval of Member (SRD&Q) to collect the samples from Site. The Nominated Official/Agency will collect the sample from Site within 5 days of receiving direction from NHAI HQ as a Surprise Visit and testing will be done in approved Lab. In case, sample found not meeting satisfactory criteria as mentioned in BIS/MoRTH, then appropriate action will be taken with the approval of Chairman, NHAI.

3.2.4 Till the establishment and functioning of RQQ, the AE/IE shall continue to grant the source approval in accordance with the existing Norms and Guidelines set forth in Para-3.2.1 above.

4. This issues with the approval of Competent Authority.

Encl. : As stated above


(CS. Sanjay Kumar Patel)
General Manager (Coord.)

To:

All Officers of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices

Copy to:

1. Hindi Division for translation in Hindi.
2. Library for posting the circular on library site.
3. Web Admin for circulation.

Annexure-I

List of preferred firms for supplying reinforcement Steel, Cement and Emulsion	
Material	Name of Vendors
Reinforcement steel	Steel Authority of India (SAIL)
	Jindal Steel
	Tata Steel
	RINL
	JSW Steel Ltd.
	Indian Iron & Steel Company (IISCO)
Cement	Ultratech
	Orient Cement
	J K Cement
	ACC
	Ambuja Cement
	Wonder Cement
	Dalmia Cement
	Shree Cement
Emulsion	Karnatak Chemical Corporation
	STP Ltd.
	Hincol
	IOCL

Note:- For legible copy, Bidder can download NHA/Policy Guidelines/Consultancy/2025 Policy Circular no. 10.2.43/2025 dated 20th February 2025.

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SECTION 8:- SECURITIES, STANDARD FORMAT AND OTHER FORMS

BID SECURITY BANK GUARANTEE

To be paid online while submitting the bid

**INDENTURE FOR SECURED ADVANCES
FORM 31**

Deleted

Office of the Municipal Commissioner/Chief Engineer/ Executive Engineer

Address:- -----

NO.....
.....

DATED

a. LETTER OF ACCEPTANCE

Comment [G154]: Modified format as per ULB T2

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

This is to notify you that on -----, has accepted your Bid dated for execution of the Work for District-

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

for the contract Price of Rs..... (In words..... only) is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, in the form detailed in Cl.34 of ITB for an amount of Rs..... (in words) duly pledged in favour of undersigned within 10 days of the receipt of this letter of acceptance valid up to days from the date of expiry of Defects Liability Period (i.e. up to) and sign the contract, failing which action as stated in Cl. 34.3 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, Name of borrow pits in case of Earth filling by cartage earth, Name of quarry from where the stone will be brought to site.

Yours faithfully,
Signature of Employer

No. & Dated as above.

Copy to for information & necessary action.

Signature of Employer

and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

4. 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.
5. 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 part I and part II
 - (5) Contract Data,
 - (6) Special Conditions of Contract Part II,
 - (7) General Conditions of Contract Part I,
 - (8) Scope of work,
 - (9) Specifications,
 - (10) Drawings,
 - (11) 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.
 - (12) NIT
 - (13) T-4
 - (14) T-5
 - (15) T-6 in original.
 - (16) Name of the Contractor Nominee as per clause 62.2 (if any) and
 - (17) 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

was hereunto 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

Signature of Employer

Binding Signature of Contractor

.....
.....

Office of the Municipal Commissioner/Chief Engineer/ Executive Engineer

Address:- -----

c. Issue of Notice to proceed with the work

Comment [G156]: Modified format as per ULB T2

LETTER NO.....

DATED

To,

.....

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 34.1 and signing of the contract for the construction of -----

 for Distt.-----

1.	Name of Work:			
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:-

Due Date of Defect liability period:-

Yours faithfully,

Signature Of Employer/Officer
 Inviting Tender

d. Form of unconditional Bank guarantee for advance payment**Comment [G157]:** Modified format as per ULB T2**BANK GUARANTEE FOR ADVANCE PAYMENT**

To,

.....

Gentlemen:

In accordance with the provisions of the General Conditions of Contract, clause 35 ("Advance Payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his/her proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee]¹ _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to ___ [name of Employer] on his/her first demand without whatsoever right of objection on our part and without his/her first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]¹ _____ .

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contractor documents which may be release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

1. An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment and denominated in Indian Rupees.

e. **Form of unconditional Bank guarantee “Performance Bank Guarantee”**

Comment [G158]: Modified format as per ULB T2

PERFORMANCE BANK GUARANTEE

To,

.....

WREREAS _____ [Name and Address of Contractor] (Hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [Name of Contract and brief description of Works] herein after called “The Contract”

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his/her obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without **cavil or argument**, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

Comment [G159]: Meaning- A cavil is a small or petty objection, or an evasion of an argument's point by raising irrelevant objections

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

Comment [G160]: Ask from FC sir the meaning

This Guarantee shall be valid until a datedays after the expiry of defect liability period calculated after intended completion date.

Signature and seal of the guarantor _____



Name of Bank _____

Address _____

Date _____

f. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

1. **Proposed Position:**

2. **Name of Staff:**

3. **Date of Birth:**

4. **Nationality:**

5. **Educational Qualification:**

6. **Membership of professional societies:**

7. **Permanent Employment with the Firm (Yes/No):** If yes, how many years: If no, what is the

employment: Arrangement with the firm?

8. **Employment Record:**

(List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned along with certificate for all the key personal)

9. **Summary of the CV** (Furnish a summary of the above C V. The information in the summary

shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV.)

9.1 **Education:**

(i) Field of Graduation and Year

(ii) Field of post-graduation and year

(iii) Any other specific qualification

9.2 **Experience**

(i) Total Experience:Years

(ii) Relevant Experience:Years.

Certification:

- i. I am willing to work on the project and I will be available for the entire duration of the

project assignment, and I will not engage myself in any other assignment during the currency of my assignment on this project.

- ii. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience.
- iii. I have no health issue which prevents me from delivering my duties and obligations as on date.

Signature of the Candidate

Place _____

Date _____

Signature of the Authorized Representative of the firm

Place _____

Date _____

g. **Format for Work Experience Certificate**

Comment [G161]: Discuss content with Amit air and Neelam

Comment [G162]: Discussed and finalized

The Work Experience certificates should be provided in below provided sample format –

Client Letter Head with Client Address

Comment [G163]: Is t feasible to get in authority letter head – Doubt Dy.CEO sir

Letter No:

Date:

Comment [G164]: Discussed and finalized

Work Experience Certificate					
Name of Work					
Contract Bond No.					
Name & Address of the Contractor					
Total Length of Road					
Date of Issue of Work order					
Date of Completion as per Agreement					
Date of Actual completion					
Estimated Cost					
Tender Cost				Total Cost	
Extra Item Cost					
Details of Work					
S. No	Description of Work	Executed/Certified Quantity.	Unit.	Executed Length (in KM)	Amount
1.	WMM/Stabilized WMM in carriage way				
2.	Asphalt/Bituminous surface Work in carriage way				
3.	Dry Lean concrete (DLC) in carriage way				
4.	Cement concrete pavement / PQC/ White topping in carriage way				
5.	Paver blocks/Interlocking or concrete blocks in footpath works				
6.	Streetlight work				
7.	Road side Land scapping/Beautification/				

Comment [G165]: Aboriculture issue DYCEO sir

Comment [DU166]: ok

	related works				
8.	Laying of underground distribution power line of 33/11 KV HT line				
9.	Laying of underground distribution power line of Below 11 KV LT line				
10.	Shifting of Transformers (mention with capacity in remarks column)				
11.	Laying of Storm Water Drain work				
12.	Laying of Sewer Pipeline work				
13.	Laying of Water supply pipeline works				
14.	Laying of Telecom works (Optical Fibre Cable works)				
15.	Laying of Gas pipeline works				
16.	Earth work & Other related works				
17.	Any other work				
Total					
Remarks:(Satisfactory/Poor/etc.)					
Any other:					

Details of Issuing Authority
(Executive / Superintendent/ Chief Engineer / Any other)
Division
District

ANNEXURE III

Comment [G167]: As per addendum
I si.no.6

Taken From NHAI SBD

(Part I)**Format for Power of Attorney for Lead Member of Joint Venture**

(Clause 4.4, Section 1)

(To be provided in Rs 100/- Non judicial stamp paper)

Whereas the Nagar Nigam..... (“the Employer/Authority”) has invited BIDs for the
.....Project (the “Project”). Whereas,
.....,
and.....
(collectively the “Joint Venture”) being Members of the Joint Venture are interested in
bidding for the Project in accordance with the terms and conditions of the Request for
Proposal (RFP) and other BID documents including agreement in respect of the Project, and
Whereas, it is necessary for the Members of the Joint Venture to designate one of them as
the Lead Member with all necessary power and authority to do for and on behalf of the
Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint
Venture’s BID for the Project and its execution. NOW THEREFORE KNOW ALL MEN BY THESE
PRESENTS We, having our registered office at, M/s.....having
our registered office at ..., M/s..... having our registered office at, and having
our registered office at , (hereinafter collectively referred to as the “Principals”) do hereby
irrevocably designate, nominate, constitute, appoint and authorize M/S having its
registered office at, being one of the Members of the Joint Venture, as the Lead
Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the
“Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to
conduct all business for and on behalf of the Joint Venture and any one of us during the
bidding process and, in the event the Joint Venture is awarded the contract, during the
execution of the Project and in this regard, to do on our behalf and on behalf of the Joint
Venture, all or any of such acts, deeds or things as are necessary or required or incidental to
the pre-qualification of the Joint Venture and submission of its BID for the Project, including
but not limited to signing and submission of all applications, BIDs and other documents and
writings, participate in pre BID and other conferences, respond to queries, submit
information/ documents, sign and execute contracts and undertakings consequent to
acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in
all its dealings with the Authority, and/ or any other Government Agency or any person, in
all matters in connection with or relating to or arising out of the Joint Venture’s BID for the
in all respect Project and/ or upon award thereof till the % rate contract is entered into with

the Authority & Compelled. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture. IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For (Signature)	For (Signature)	For (Signature)
..... (Name & Title)	..... (Name & Title)	..... (Name & Title)

Witnesses:

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate*

(Part-II)
Format for Joint Bidding Agreement for Joint Venture

(Clause 4.4, Section 1)

(To be executed on Stamp paper of 100 Rs)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of20...

AMONGST

1. {..... Limited, and having its registered office at.....}
(hereinafter referred
to as the **"First Part"** which expression shall, unless repugnant to the
context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at.....}and
(hereinafter referred
to as the **"Second Part"** which expression shall, unless repugnant to the
context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at }
(hereinafter referred to
as the **"Third Part"** which expression shall, unless repugnant to the context
include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART
are collectively referred to as the **"Parties"** and each is individually referred
to as a **"Party"**

WHEREAS,

- (A) [.....
"Authority" which expression shall, unless repugnant to the context
or meaning thereof, include its administrators, successors, and
assigns) has invited applications (the "Applications") by include its
administrators, successors and assigns) has invited bids (the Bids")
by its Request for Proposal No. dated(the "RFP") for
award of contract for rehabilitation and augmentation
of..... Project (the "Project") through an % rate bid.
- (B) The Parties are interested in jointly bidding for the Project as
members of a Joint Venture and in accordance with the terms and

conditions of the RFP document and other bid documents in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an **% rate contract** with the Authority for performing all its obligations as the Contractor in terms of the **% rate contract** for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the **% rate contract** for the Project;
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}

- (c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the **% rate contract**, till such time as the completion of the Project is achieved under and in accordance with the **% rate contract**.

6. Share of work in the Project

The Parties agree that the proportion of construction in the **% rate contract** to be allocated among the members shall be as follows:

First Party:

Second Party:

{Third Party:}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association,

by-laws or other applicable organisational documents thereof;

- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the **% rate contract**, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 1.2 This Joint Bidding Agreement shall be governed by laws of India.
- 1.3 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

SECOND PART

(Signature)

THIRD PART

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

ANNEXURE V

Preference for the opening of Bid - Deleted

(Clause 4.5.D)

ANNEXURE VI**Comment [G168]:** As per Addendum 1, si.no. 11

Taken from NHAI SBD

Format for Power of Attorney for signing of BID*(To be furnished in letterhead of the firm)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize

Mr./Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the Nagar Nigam..... (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the % rate contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized) Person
identified by me/
personally appeared
before me/Attested/
Authenticated*

(*Notary to specify as
applicable) (Signature
Name and Address of the
Notary) Seal of the
Notary Registration No.
of the Notary

Date:.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legistaton Conventon 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate*

FORM T-4

Comment [G169]: Modified format as per ULB T2

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) अस्थाई पता दूरभाष सहित.....
7. अपराधिक मुकदमों का विवरण.....

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

(व्यक्ति के विरुद्ध जनपद में दर्ज मुकदमों, अपराधिक गतिविधियों और असमाजिक 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 निर्माण द्वारा ब्लैक लिस्टेड किया गया हो तो उसका विवरण भी दिया जाय। माफिया/गंगेस्टर गतिविधियों एवं संगठित अपराधों में लिप्त व्यक्तियों के बारे में विशेष रूप से जाँच 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 विरुद्ध 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 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 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 यह आवश्यकतानुसार वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक/तहसीलदार/एस.डी.एम./अपर जिलाधिकारी/अथवा किसी अन्य अधिकारी से जाँच कराकर रिपोर्ट प्राप्त कर सकते हैं।
3. संबंधित व्यक्ति से स्वघोषणा पत्र भी 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 यह 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/कलेक्टर तथा संबंधित विभाग के अधिकारी को देगा और प्रमाण-पत्र तत्काल निरस्त किया जायेगा।
5. इस 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 अवष्य रखी जायेगी।
6. इस प्रमाण-पत्र के निर्गत करने अथवा निरस्त करने के संबंध में अंतिम निर्णय संबंधित जिला मजिस्ट्रेट/कलेक्टर का होगा।
7. निर्गत प्रमाण-पत्र की एक कार्यालय प्रति (Office copy) वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में अवष्य 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।

FORM T-5**Comment [G170]:** Modified format as per ULB T2

कार्यालय जिला मजिस्ट्रेट.....

हैसियत प्रमाण-पत्र

1. प्रार्थी का नाम (व्यक्ति/फर्म/संस्था का नाम).....
2. पिता/पति का नाम.....
3. निवास स्थान
(अ) पूरा स्थायी पता दूरभाष सहित.....
.....
(ब) अस्ताई पता दूरभाष सहित.....
.....

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

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।
i) अचल सम्पत्ति- जमीन/भूखण्ड/मकान/दुकान/व्यवसायिक प्रतिष्ठान/उद्योग धन्धे आदि का 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 मार्गज हो तो उसका विवरण भी दिये जाय।
ii) 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 मार्गज हो तो उसका विवरण भी दिये 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 से पहले 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 यह आवश्यकतानुसार तहसीलदार/एस.डी.एम./अपर जिलाधिकारी/बैंक अधिकारी अथवा किसी अन्य अधिकारी से जाँच कराकर रिपोर्ट प्राप्त कर सकते हैं।
3. संबंधित व्यक्ति से स्वघोषणा शपथ-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 अधिकारी 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 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 अंतिम 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।

FORM T-6**शपथ-पत्र****Comment [G171]:** Modified format as per ULB T2

समक्ष: सक्षम प्राधिकारी, नगर निगम

मैं श्री/श्रीमती उम्र वर्ष
पुत्र/पति/पत्नी श्री/श्रीमती
निवासी स्थाई पता.....

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

... का/की निवासी हूँ। मैं शपथपूर्वक निम्न घोषण करता/करती हूँ।

1. मैं.....ए/बी/सी/डी श्रेणी का पंजीकृत ठेकेदार हूँ /नहीं हूँ। (विभाग द्वारा निर्गत श्रेणी सम्बन्धी प्रमाण पत्र संलग्न किया जाय) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं सम्बन्धित विभाग के कार्यों को पूरा करने के लिये सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं अथवा मैंने उनके संबंध में आवश्यक लीज अग्रीमेन्ट निविदा में संलग्न कर दिया है। मुझे इस कार्य का पर्याप्त अनुभव है।
2. यह कि विभाग द्वारा (कार्य का विवरण लिखा जाय) कार्य कराने की निविदा निर्गत की गयी है, उसके लिये मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा कर रहा/रही हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण पत्र, चरित्र प्रमाण पत्र/हैंसियत प्रमाण पत्र/आयकर प्रमाण पत्र/व्यापार कर प्रमाण पत्र/बिड सिक्वोरिटी प्रमाण पत्र/बिड कैपिसिटी प्रमाण पत्र जमानत धनराशि आदि का प्रमाण पत्र तथा अन्य सुसंगत अभिलेख आदि मूल रूप में निविदा पत्र के साथ संलग्न कर दिये गये हैं।
4. मेरा पैन नं० है।
5. मेरे विरुद्ध आपराधिक मुकदमों का विवरण निम्न है—
 - I. मुकदमा नं०
 - II. धारायें
 - III. थाना
 - IV. जनपद
 - V. न्यायालय (जहां मुकदमा चल रहा है)
6. मैं लोक निर्माण विभाग अथवा राज्य सरकार के अन्य विभागों अथवा स्थानीय निकाय द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ/ आती 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 किसी भी जनपद 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 आपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पाई 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 आपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता है तो सक्षम प्राधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध आपराधिक मुकदमा नियमों के अन्तर्गत दर्ज करायेंगे।
10. मैं अनुबन्ध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूँगा/ करूँगी और विभाग को पूरा सहयोग प्रदान करूँगा/ करूँगी।
11. मेरा कार्य एवं आचरण उत्तम है।
12. मैं शपथकर्ता घोषणा करता/करती हूँ कि मेरा स्थाई पता और अस्थायी पता निम्न प्रकार है—
अ- स्थाई पता (दूरभाष सहित)
ब- अस्थायी पता (दूरभाष सहित)
13. मैं शपथ पूर्वक घोषणा करता/करती हूँ कि मैं उपरोक्त पते पर रहता/रहती हूँ तथा विभाग द्वारा प्रदान किये गये कार्य को पूरा होने तक मेरे किसी भी पते में सामान्यतया कोई परिवर्तन नहीं होगा, यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं मुख्य अभियन्ता/नगर आयुक्त, नगर निगम और मजिस्ट्रेट/कलेक्टरको दूँगा/दूँगी।
14. मैं यह भी घोषणा करता/करती हूँ कि विभाग के जिस कार्य के लिये मेरे द्वारा ठेका लिया जा रहा है, उसके सापेक्ष चल एवं अचल सम्पत्ति का हैसियत प्रमाण पत्र जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम लिखा जाय) द्वारा प्राप्त करके प्रमाणित छाया प्रति संलग्न किया जा रहा है। यह भी घोषणा करता/करती हूँ कि इस हैसियत प्रमाण पत्र का उपयोग अन्य कार्यों के लिये नहीं किया जायेगा।
15. मैं अपनी पूर्ण जानकारी में, पूरे होश- हवास में, स्वस्थ चित्त से तथा पूरी सत्यनिष्ठा एवं स्वेच्छा से यह शपथ पत्र लिख दे रहा/रही हूँ। ईश्वर मेरी मदद करे।

शपथकर्ता का पूरा हस्ताक्षर

Comment [G172]: Note to be added

Comment [G173]: Done

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 संज्ञीन 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 दिया जायेगा।

Note:- All above-mentioned 15 (fifteen) points, should be submitted in prescribed format only. Any deviation in given format will lead to non-responsiveness of the Bidder.

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SECTION 9:- DRAWINGS

{to be filled by Nagar Nigam}

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SECTION 10:- DOCUMENTS TO BE FURNISHED BY BIDDER

As per Clause 12 of ITB

Start



Contractor Submits Monthly Bill (by 10th of the next month)

(The contractor submits a bill supported by inspection records and engineer's instructions.)



Routine Inspection (RI) Conducted

(The road is inspected by PIU officers, ensuring all segments are checked.)

(Geo-tagged and time-stamped photographs are taken for each segment.)



Performance Evaluation (PE) Conducted

(Marks are assigned based on the grading system, RI observations, and photographs.)

(Each segment is graded on a 100-point scale.)



Marks Assigned to Segments (Out of 100)

(Weighted average marks are calculated for the entire road.)



Check Weighted Average for Entire Road

(Evaluate the road's performance based on weighted average marks.)



IF Weighted Average = 100:

Full Payment Made

(100% of the amount billed is released.)



IF $80 \leq$ Weighted Average < 100 :

Proportionate Payment Made

(Payment is made based on the marks received; e.g., 88% marks = 88% payment.)



IF Weighted Average < 80 :

No Payment for the Month

(The contractor receives no payment for the period.)



Check Additional Conditions

(Verify segment-specific performance.)



IF Two Segments < 80 Marks in Same PE:

No Payment for Entire Road

(Payment is denied for the whole road.)



IF One Segment < 80 Marks in Two Consecutive PEs:

No Payment for Entire Road

(Payment is denied for the whole road.)



Engineer Certifies Payment

(The engineer finalizes the certification based on the evaluations.)



Quarterly Payment Processed

(Payment is disbursed on a quarterly basis for the certified bills.)



End

An **on-demand bank guarantee** is a financial instrument issued by a bank on behalf of the contractor (or another party) in favor of the employer (or beneficiary), ensuring the beneficiary can claim the specified amount from the bank without the need to prove a breach or default by the contractor (means means that the **on-demand bank guarantee** allows the

employer (beneficiary) to request payment from the issuing bank without having to provide evidence or justification that the contractor has failed to fulfill their obligations under the contract.).

Key Features of an On-Demand Bank Guarantee:

1. **Immediate Payment:** The bank guarantees payment to the employer upon receiving a written demand, subject to the terms of the guarantee.
2. **No Conditions Beyond Terms:** The employer does not need to provide extensive evidence of the contractor's non-performance or defects in work. A claim within the agreed terms of the guarantee is sufficient.
3. **Substitution for Retention Money:** Instead of the employer holding retention money until project completion or the defect liability period ends, the contractor can provide an on-demand bank guarantee of equivalent value.
4. **Risk Mitigation:** It protects the employer by ensuring funds are readily available to cover any defects, delays, or other contractual breaches.
5. **Validity Period:** The guarantee typically remains valid until the completion of all obligations, including defect rectifications, as certified by the engineer.

Benefits for Contractors:

- **Improved Cash Flow:** Contractors avoid tying up their funds as retention money.
- **Financial Flexibility:** The guarantee allows contractors to use their working capital for other projects or needs.

Benefits for Employers:

- **Security:** The guarantee ensures that funds are available if the contractor fails to meet obligations.
- **Ease of Claim:** Employers can make claims without engaging in lengthy dispute processes.

Practical Use in Your Context:

In construction contracts, such as the one you referenced, the contractor might opt to replace retention money with an on-demand bank guarantee after completing the works. This ensures compliance with the contractual requirement while freeing up the contractor's retained funds for operational use.

Start

↓

Employer Retains Proportion of Payment
(Retention is as per the proportion stated in the Contract Data.)

↓

Completion of Whole Works
(Retention payment process starts upon completion.)

↓

Half of Retention Money Paid to Contractor
(Upon completion of works, 50% of the retention amount is released.)

↓
 Defects Liability Period
 (The remaining retention money is held until the Defects Liability Period ends.)
 ↓
 Engineer Certifies Correction of All Defects
 (The engineer verifies and certifies that all notified defects have been corrected.)
 ↓
 Remaining Half of Retention Money Paid
 (The remaining 50% of retention money is released.)
 ↓
 Option for Substitution
 (The contractor may substitute the retention money with an "on-demand" Bank Guarantee.)
 ↓
 End

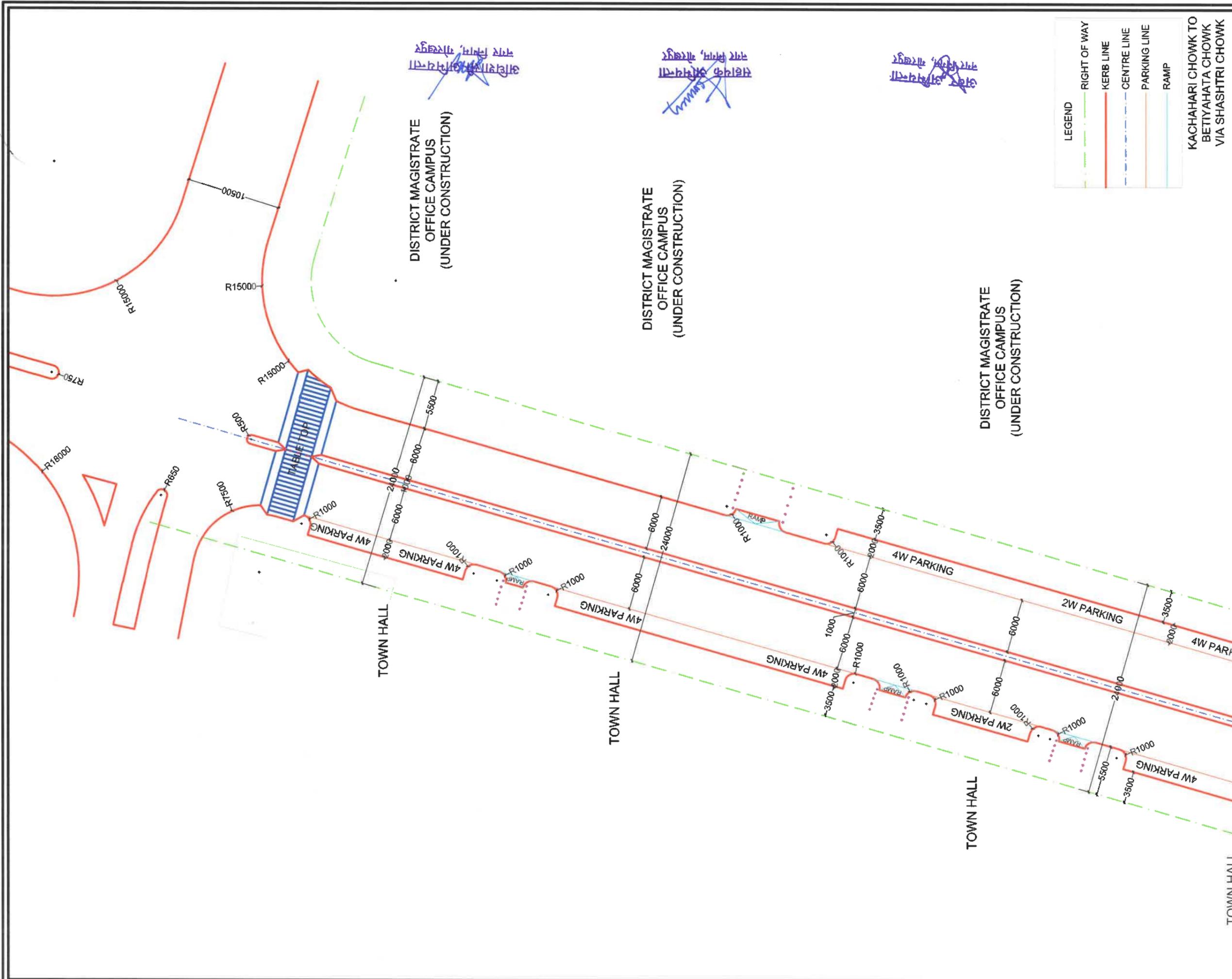
Page 112: [4] Comment [G130]	Goodwill	31-12-2024 11:07:00
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START
 |
 v
 Contractor exceeds Intended Completion Date
 |
 v
 Employer calculates Liquidated Damages (Rate/day in Contract Data)
 |
 v
 Employer deducts damages from payments due to the Contractor
 |
 v
 IF Intended Completion Date is extended AFTER damages are paid:
 |
 v
 YES ---> Engineer adjusts overpayment in the next payment certificate
 | |
 | v
 |
 NO ---> Continue deductions as per contract
 |
 v
 IF Taking-Over Certificate issued for part of the Works:
 |
 v
 YES ---> Reduce damages proportionally to the value of certified work
 |
 v
 NO ---> Liquidated damages continue as specified
 |
 v
 Employer ensures payment within 28 days (after Engineer certification)
 |
 v
 END

Page 112: [5] Comment [G131]	Goodwill	31-12-2024 11:42:00
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Aspect	Clause 43	Clause 51
Advance Payment Types	- Mobilization advance: Up to 5% of contract price. - Equipment advance: 90% of new equipment cost, subject to 10% of contract price.	- Advance amounts defined in Contract Data (no specific percentages mentioned).
Interest on Advance	No interest charged.	10% interest, compounded quarterly.
Bank Guarantee Requirement	- Issued by a Scheduled Commercial Bank acceptable to the Employer.	- Must be Unconditional and at least 110% of the advance payment.
Usage of Advance	- For Equipment, Plant, and Mobilization expenses.	- For Equipment, Plant, and Mobilization expenses.
Proof of Usage	- Contractor must supply invoices/bills for equipment purchased.	- Contractor must supply invoices or documents to demonstrate proper use.
Penalty for Non-Compliance	- Failure to provide invoices/bills results in one-time recovery of advance plus 20% penalty.	- No explicit penalty for failure to provide proof of usage.
Repayment Method	- Deducted proportionately from payments due based on completed percentage of work.	- Deducted proportionately from payments due based on completed percentage of work.
Penalty for Delays	- Failure to accelerate work results in immediate recovery of advance plus 20% penalty.	- No explicit penalties for failure to accelerate work.
Purpose of Advance	- Explicitly stated to accelerate the work.	- No explicit mention of accelerating the work.

Check with DY.CEO regarding what to put ulb t2 or this one



NOTE
 1. THIS DRAWING IS IN METRIC
 2. THIS DRAWING IS TO BE READ AND NOT TO BE MEASURED
 3. ANY DISCREPANCY IN THE DRAWING IS TO BE BROUGHT TO THE NOTICE OF ARCHITECT
 4. ALL DRAWING HAS TO BE CAREFULLY READ AND CORRELATED BEFORE THE EXECUTION OF WORK IN THE SITE

CLIENT	
NAGAR NIGAM GORAKHPUR	
DATE	SCALE
03/09/2025	1:300
DATE OF ISSUE	
12/09/2025	

DRAWING NO	DEALT BY	NORTH
SDA/GP/CMG/P-3WD-101 HS-101J	1. Himanshu Ayya 2. Princes Verma 3. Dhanam	

PROJECT	DRAWING TITLE
CMGRIDS (URBAN) (PHASE-3) GORAKHPUR, UTTAR PRADESH	SURFACE ALIGNMENT 24 METER RoW 6.0 X 2 M CW

REVISION	R1
-----------------	----

ENGINEERS	SIGNATURE	CLIENT

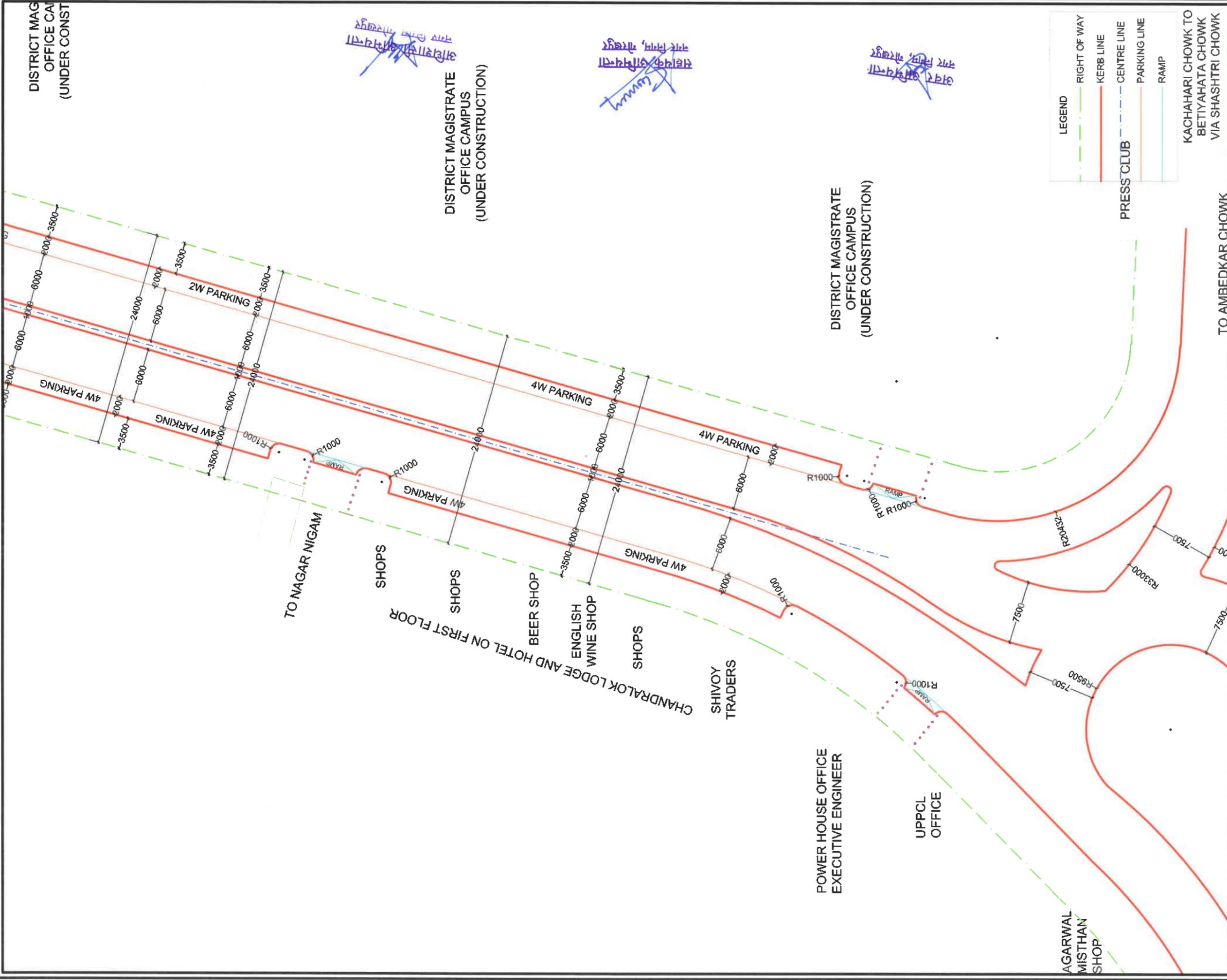
ARCHITECTS

**KACHAHARI CHOWK TO
BETIAHATA CHOWK
VIA SHASHTRI CHOWK**

ARCHITECTS

पवित्र परिकल्पना वास्तुविद्
Sacredesign Architects

ARCHITECTURE
LANDSCAPE, INTERIOR DESIGN
TOWN PLANNING, PROJECT MANAGEMENT
Flat. No. 202, Near Sarthak Hospital & Maternity Centre,
Khalanchi, Gorakhpur, Uttar Pradesh
88 53 56 52 51
www.onesda.com
email: sacredesign@gmail.com



LEGEND

- RIGHT OF WAY
- KERB LINE
- CENTRE LINE
- PARKING LINE
- RAMP

NOTE

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CLIENT	NAGAR NIGAM GORAKHPUR
DATE	03/09/2025
SCALE	1:300
DATE OF ISSUE	12/09/2025

DRAWING NO	SDA/GP/CMG/P-3/WD-101 HS-101J
DEALT BY	1. Himanshu Arya 2. Prince Verma 3. Dharam
NORTH	

PROJECT	CMGRIDS (URBAN) (PHASE-3) GORAKHPUR, UTTAR PRADESH
DRAWING TITLE	SURFACE ALIGNMENT 24 METER ROW 6.0 X 2 M CW

REVISION	R1
-----------------	----

ENGINEERS	
SIGNATURE	
CLIENT	

ARCHITECTS

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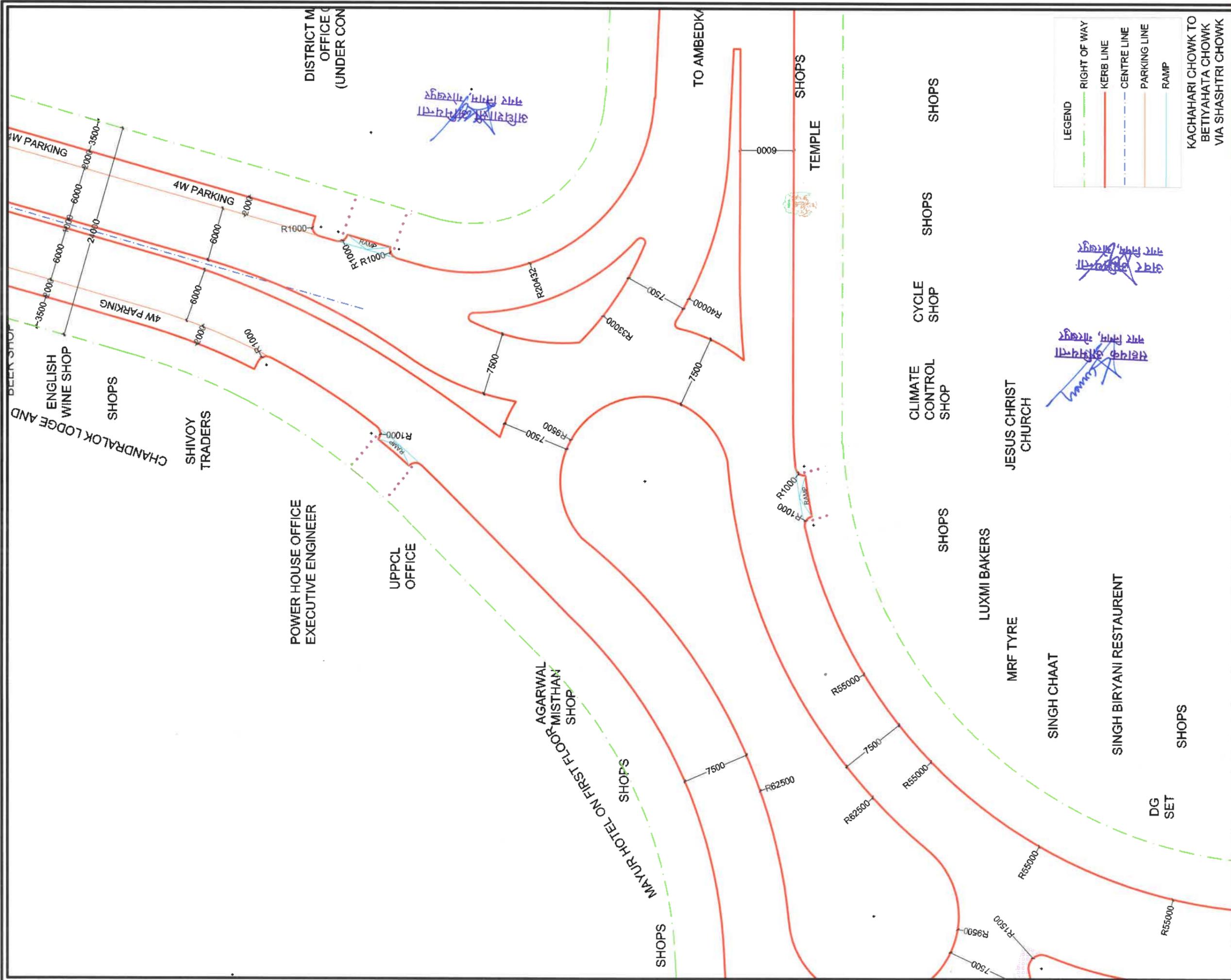
UPPCL
OFFICE

TO AMBEDKAR CHOWK

TO NAGAR NIGAM

AGARWAL
MISTHAN
SHOP

CHANDRALOK LODGE AND HOTEL ON FIRST FLOOR
SHOPS
SHOPS
BEER SHOP
ENGLISH WINE SHOP
SHOPS
SHIVVOY TRADERS



LEGEND

	RIGHT OF WAY
	KERB LINE
	CENTRE LINE
	PARKING LINE
	RAMP

KACHAHARI CHOWK TO
BETIYAHATA CHOWK
VIA SHASHTRI CHOWK

NOTE

1. THIS DRAWING IS IN METRIC
2. THIS DRAWING IS TO BE READ AND NOT TO BE MEASURED
3. ANY DISCREPANCY IN THE DRAWING IS TO BE BROUGHT TO THE NOTICE OF ARCHITECT
4. ALL DRAWING HAS TO BE CAREFULLY READ AND CORRELATED BEFORE THE EXECUTION OF WORK IN THE SITE

CLIENT	NAGAR NIGAM GORAKHPUR
DATE	03/09/2025
SCALE	1:300
DATE OF ISSUE	12/09/2025

DRAWING NO	SDA/GP/CMG/P-3WD-101 HS-101J
DEALT BY	1. Himanshu Aya 2. Prince Verma 3. Dheram
NORTH	

PROJECT	CMGRIDS (URBAN) (PHASE-3) GORAKHPUR, UTTAR PRADESH
DRAWING TITLE	SURFACE ALIGNMENT 24 METER ROW 6.0 X 2 M CW

REVISION	R1
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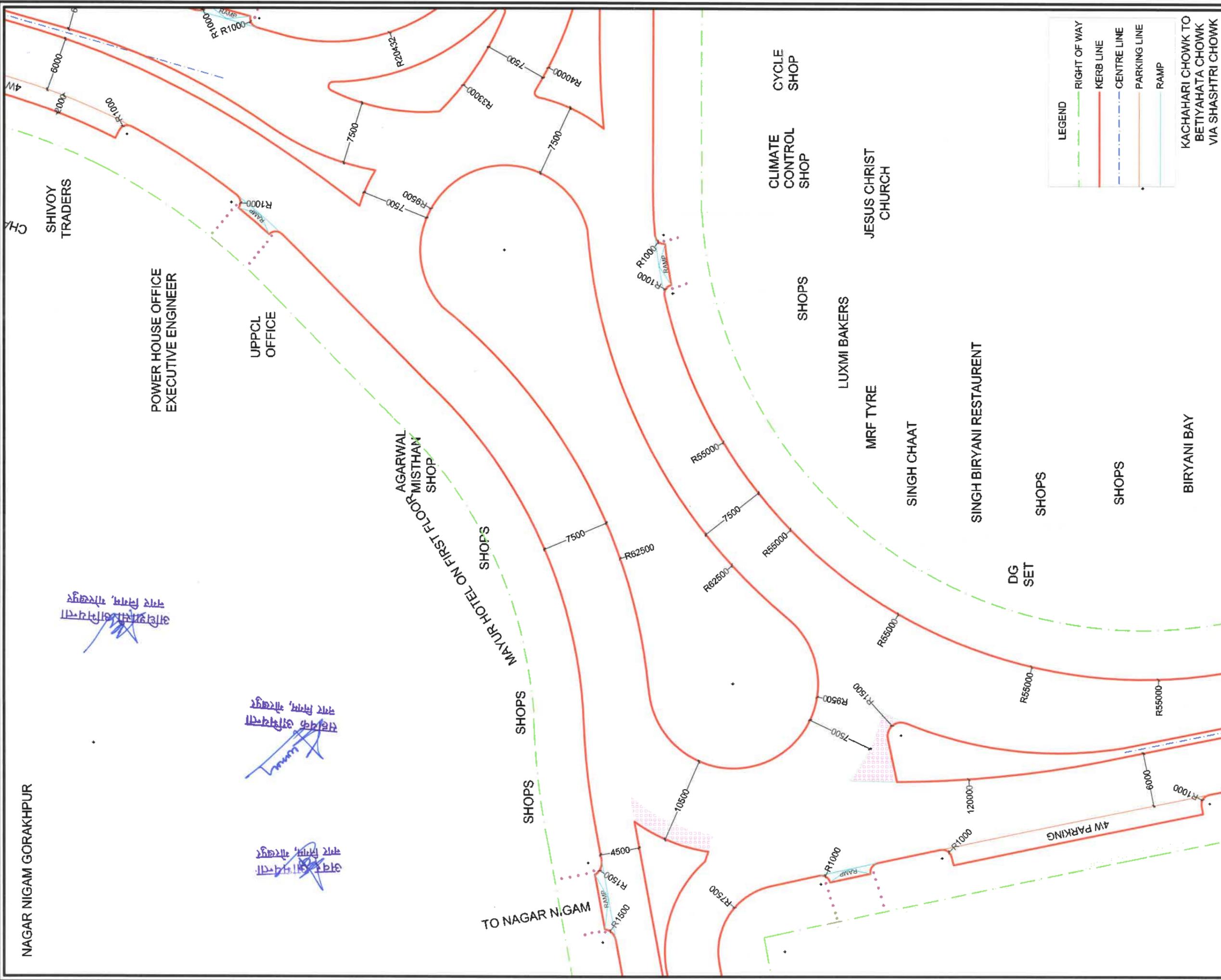
ENGINEERS	
SIGNATURE	
CLIENT	ARCHITECT

ARCHITECTS

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Sacredesign Architects

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NAGAR NIGAM GORAKHPUR



अतिथि के आतिथ्यता
नगर निगम, गोरखपुर

अतिथि के आतिथ्यता
नगर निगम, गोरखपुर

अतिथि के आतिथ्यता
नगर निगम, गोरखपुर

LEGEND

- RIGHT OF WAY
- KERB LINE
- CENTRE LINE
- PARKING LINE
- RAMP

KACHAHARI CHOWK TO
BETYAHATA CHOWK
VIA SHASHTRI CHOWK

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DATE	03/09/2025
SCALE	1:300
DATE OF ISSUE	12/09/2025

DRAWING NO	SDA/GP/CMGP-3/WD-101 HS-101J
DEALT BY	1. Himanshu Arya 2. Prince Verma 3. Dharam
PROJECT	CMGRIDS (URBAN) (PHASE-3) GORAKHPUR, UTTAR PRADESH
DRAWING TITLE	SURFACE ALIGNMENT 24 METER ROW 6.0 X 2 M CW

REVISION	R1
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ENGINEERS	
SIGNATURE	
CLIENT	ARCHITECT

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PLY GALLERY

LEGEND

	RIGHT OF WAY
	KERB LINE
	CENTRE LINE
	PARKING LINE
	RAMP

KACHAHARI CHOWK TO
BETIAHATA CHOWK
VIA SHASHTRI CHOWK

GOOD YEAR
TYRE SHOP

SHOPS

SHOPS

SHOPS

CARDOMOM BLACK RESTAURANT
(ON FIRST FLOOR)

CINNAMON RESTAURANT
(ON FIRST FLOOR)

SHOPS

LORD
HARI
KRISHNA
PALACE

INDIAN BANK

JAMUNA LAL PARK

JAMUNA LAL PA

अभिषेक अभियन्ता
नगर निगम, गोरखपुर

सहचर अभियन्ता
नगर निगम, गोरखपुर

अनुराग अभियन्ता
नगर निगम, गोरखपुर



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CLIENT	NAGAR NIGAM GORAKHPUR
DATE	03/09/2025
SCALE	1:300
DATE OF ISSUE	12/09/2025

DRAWING NO	SDA/GP/CMG/P-3WD-101 HS-101J
DEALT BY	1. Himanshu Ayya 2. Prince Verma 3. Dharam
NORTH	

PROJECT	CMGRIDS (URBAN) (PHASE-3) GORAKHPUR, UTTAR PRADESH
DRAWING TITLE	SURFACE ALIGNMENT 24 METER ROW 6.0 X 2 M CW

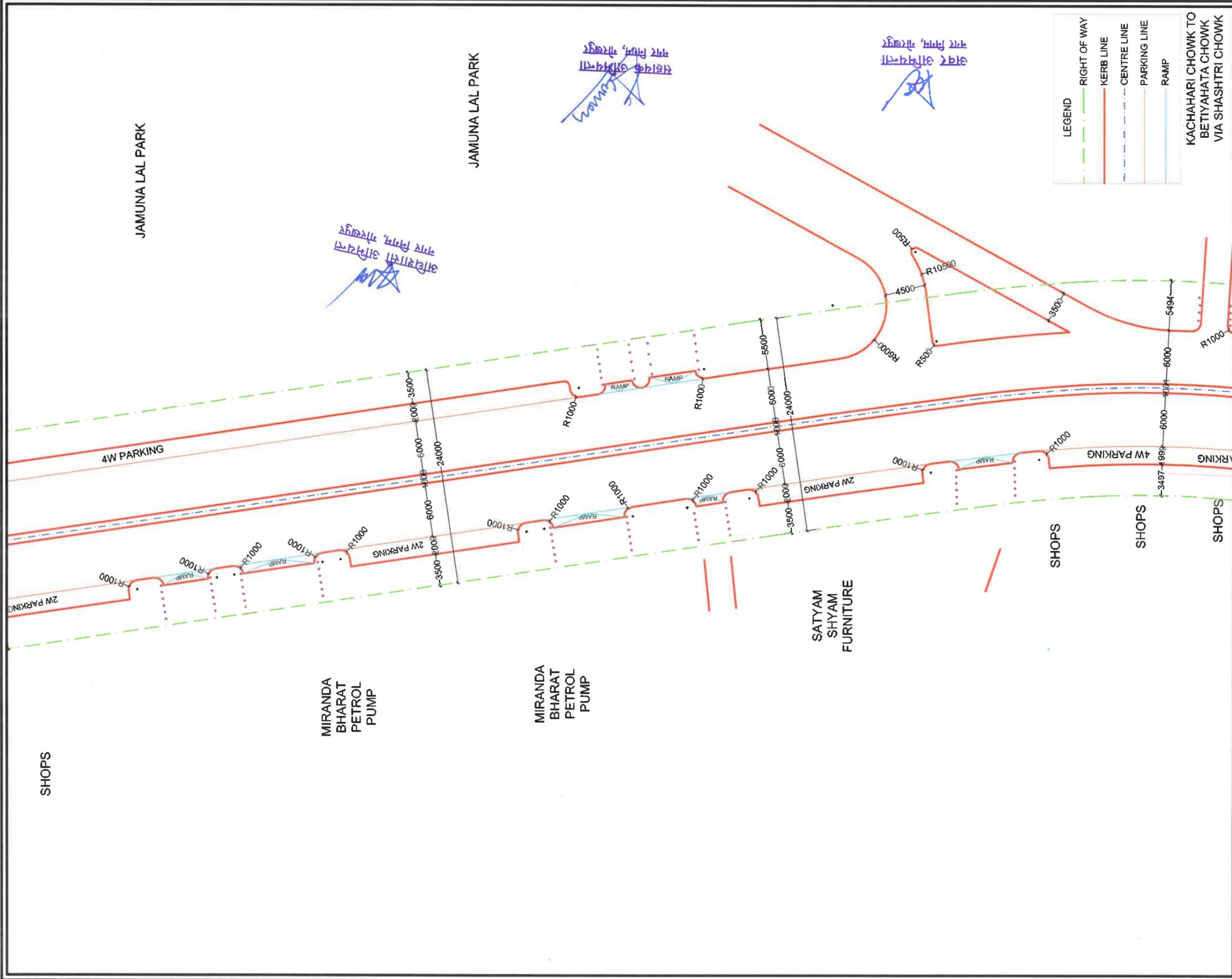
REVISION	R1
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ENGINEERS	
SIGNATURE	
CLIENT	ARCHITECT

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CLIENT	NAGAR NIGAM GORAKHPUR
DATE	03/09/2025
SCALE	1:300
DATE OF ISSUE	12/09/2025

DRAWING NO	SDA/GP/CMG/P-3/WD-101 HS-101J
DEALT BY	1. Himanshu Aye 2. Prince Verma 3. Dhiram
NORTH	

PROJECT	CMGRIDS (URBAN) (PHASE-3) GORAKHPUR, UTTAR PRADESH
DRAWING TITLE	SURFACE ALIGNMENT 24 METER ROW 6.0 X 2 M CW

REVISION	R1
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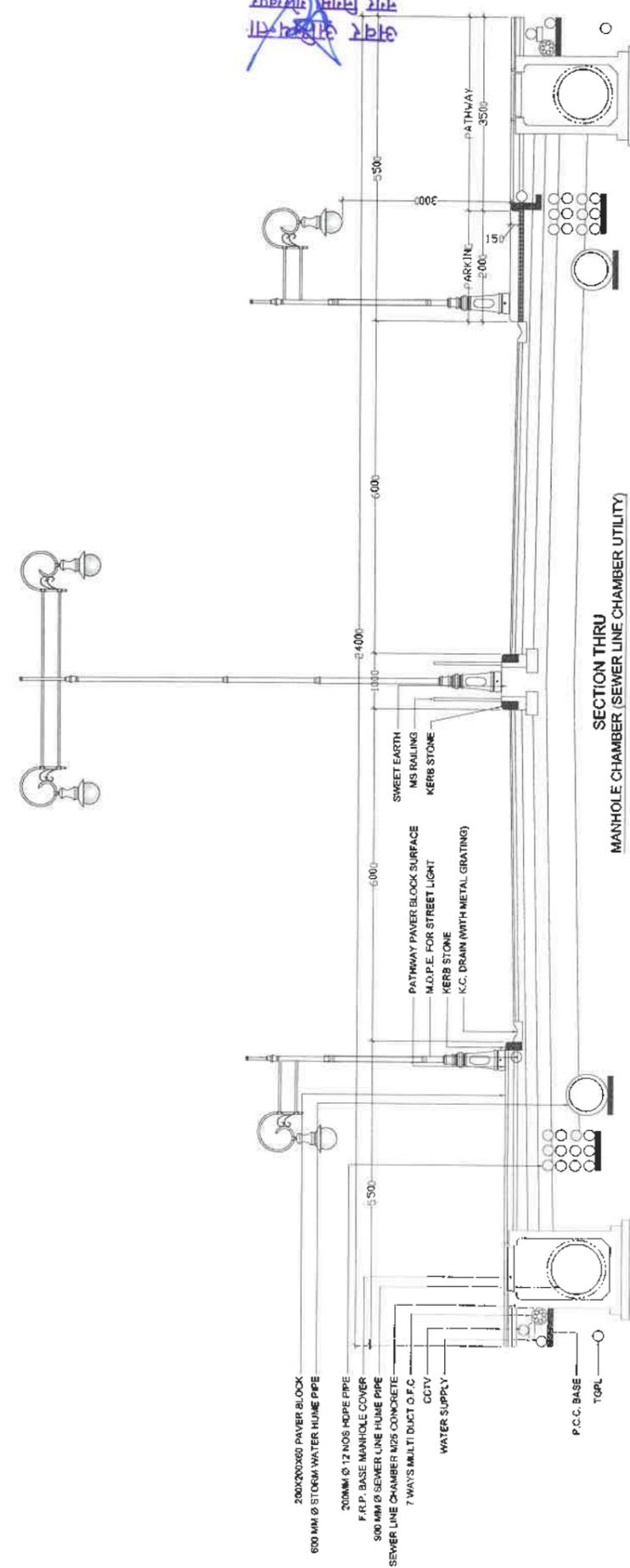
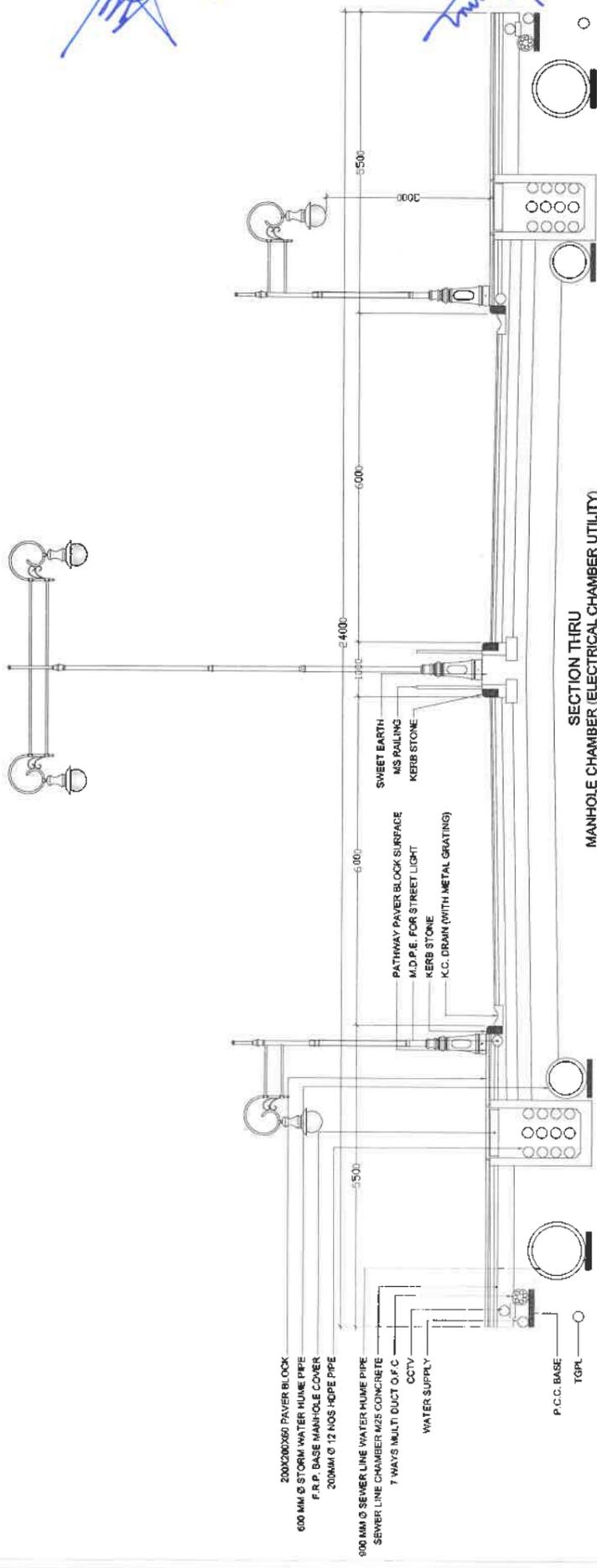
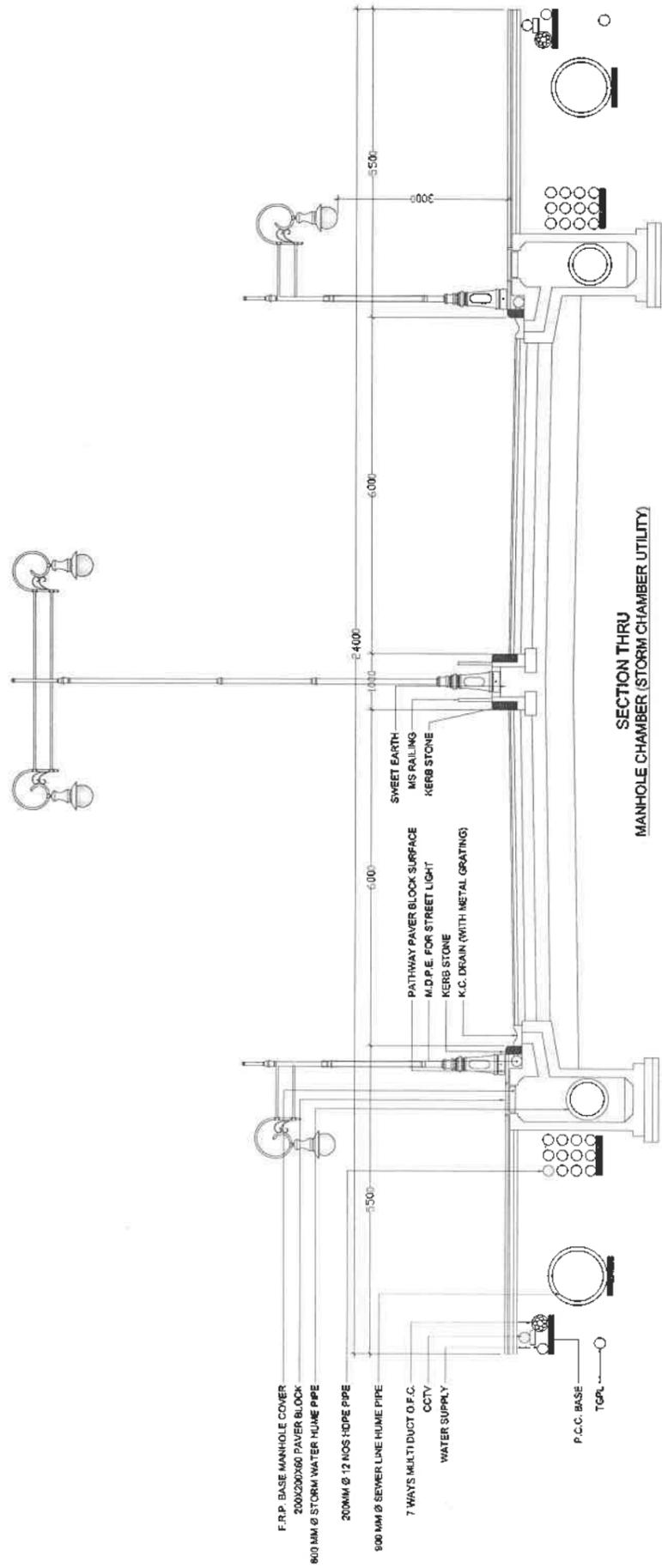
ENGINEERS	
SIGNATURE	
CLIENT	ARCHITECT

ARCHITECTS

KACHAHARI CHOWK TO BETYAHATA CHOWK VIA SHASHTRI CHOWK

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अविशाली अशुभना
नगर निगम, गोरखपुर

शशिप्रकाश अशुभना
नगर निगम, गोरखपुर

अशुभना अशुभना
नगर निगम, गोरखपुर

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CLIENT	NAGAR NIGAM GORAKHPUR, UTTAR PRADESH
DATE	03/09/2025
DATE OF ISSUE	14/09/2025
SCALE	F.T.P.

DRAWING NO	SDA/GP/KSB/WD-301A
DEALT BY	1. Himanshu Aya (B.Arch) 2. 3.
NORTH	

PROJECT	CMGRIDS (URBAN) (PHASE-3) GORAKHPUR, UTTAR PRADESH
DRAWING TITLE	PROPOSED SECTION FROM KACHAHARI CHOWK TO SHASHITRI CHOWK TO BETYAHATA CHOWK

REVISION	
	R1

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