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उत्तर प्रदेश राज्य सेतु निगम लिमिटेड
कार्यालय मुख्य परियोजना प्रबन्धक
चित्रकूट अंचल
महिन्द्रा ट्रैक्टर एजेंसी के बगल में कालू कुआँ
चौराहा बाँदा, पिनकोड-210001 (उ०प्र०)
Email- cpmchitrakoot@gmail.com
Mob No. 8765973191

(राज्य सरकार का उपक्रम)

पत्रांक : ३३० / E-Tender / CPM (CKT) / 2019-20. दिनांक : ३१ / ०७ / 2019

सेवा में,

आर्टवर्क एडवरटाइजिंग कन्सल्टेन्ट
105, गुलमर्ग अपार्टमेन्ट
जापलिंग रोड, लखनऊ।

विषय :- ई - निविदा के प्रकाशन के सम्बन्ध में।

अनुरोध है कि कृपया अपने दैनिक समाचार पत्र "Indian Express" (अंग्रेजी संस्करण) के कानपुर / लखनऊ संस्करण में संलग्न ई - निविदा आमंत्रण सूचना दिनांक 01.08.2019 को न्यूनतम स्थान में प्रकाशित के साथ बिल भुगतान हेतु दो प्रतियों में प्रेषित करने का कष्ट करें।

संलग्नक :- उपरोक्तानुसार।

31.07.2019

(जोगेन्द्र कुमार)

मुख्य परियोजना प्रबंधक (चित्रकूट)

पत्रांक:- ३३० / E-Tender/ मु०परि०प्रबन्धक(चित्रकूट) / 2019-20 दिनांक ३१ / ०७ / 2019
प्रतिलिपि:- निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. संयुक्त प्रबन्ध निदेशक, उ० प्र० राज्य सेतु निगम लि०, लखनऊ।
2. परियोजना प्रबंधक, सेतु निर्माण इकाई, हमीरपुर।
3. श्री विश्वजीत श्रीवास्तव, उप परियोजना प्रबंधक, कंप्यूटर सेल, लखनऊ को इस अनुरोध के साथ कि कृपया सेतु निगम की वेबसाइट पर उक्त विवरण अपलोड कराने का कष्ट करें।
4. कार्यालय के नोटिस बोर्ड हेतु।

31.07.2019

मुख्य परियोजना प्रबंधक (चित्रकूट)



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उत्तर प्रदेश राज्य सेतु निगम लिमिटेड
कार्यालय मुख्य परियोजना प्रबन्धक
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Email- cpmchitrakoot@gmail.com
Mob No. 8765973191

(राज्य सरकार का उपक्रम)

पत्रांक : 330... / E-Tender... / CPM (CKT) / 2019-20. दिनांक : 31 / 07 / 2019

ई – निविदा आमंत्रण सूचना

लोक निर्माण विभाग / उ० प्र० राज्य सेतु निगम लि० में श्रेणी ए में पंजीकृत फर्मों / ठेकेदारों से निम्न कार्यों के संपादन हेतु <https://etender.up.nic.in> पर ई – निविदा आमंत्रित की जाती है, जिन्हें निम्नानुसार तिथि तक अपलोड किया जा सकता है एवं प्राप्त ई – निविदा को उनके सम्मुख दर्शायी गयी तिथि पर खोला जायेगा। निविदा सम्बन्धी समस्त विवरण व शर्तें <https://bridgecorporationltd.com> पर भी उपलब्ध है। किसी परिवर्तन, संशोधन व अतिरिक्त सूचनाओं के लिये उक्त वेबसाइटों को देखते रहे।

कार्य का नाम :- जनपद हमीरपुर में हमीरपुर बाईपास निर्माण कार्य के अंतर्गत यमुना नदी सेतु के कुआँ संख्या A2, P15, P14, P13, P12 व P11 की नींव व सबस्ट्रक्चर का निर्माण कार्य। लागत :- रु० 960.34 लाख। जिन्हें दिनांक 01.08.2019 को प्रातः 10.10 बजे से दिनांक 08.08.2019 को दोपहर 12.00 बजे तक अपलोड किया जा सकता है। प्राप्त ई – निविदाओं की प्री – क्वालिफिकेशन दिनांक 08.08.2019 को सांयकाल 3.30 बजे तक खोली जायेगी। निविदा प्रपत्र का मूल्य व धरोहर राशि की मूल प्रति परियोजना प्रबन्धक, सेतु निर्माण इकाई हमीरपुर में दिनांक 08.08.2019 को दोपहर 12.00 बजे तक जमा करानी होगी।

31.07.2019
(जोगेन्द्र कुमार)

मुख्य परियोजना प्रबंधक (चित्रकूट)



**GOVERNMENT OF UTTAR PRADESH
U.P. STATE BRIDGE CORPORATION LTD.**

**Construction Of Foundation and Substructure of P11, P12,
P13, P14, P15 and A2 of 2 x 2-Lane Bridge Across River
Yamuna On Hamirpur Bypass Road In District
Hamirpur, U.P. (On Percentage Rate Basis)**

BID DOCUMENTS

**Bridge Construction Unit
Hamirpur**

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**GOVERNMENT OF UTTAR PRADESH
(U.P. STATE BRIDGE CORPORATION LIMITED)**

CONTRACT AGREEMENT No. _____

STANDARD BIDDING DOCUMENT

(CIVIL WORKS)

**NAME OF WORK: Construction Of Foundation and Substructure of P11, P12, P13, P14, P15 and
A2 of 2 x 2-Lane Bridge Across River Yamuna On Hamirpur Bypass Road In
District Hamirpur, U.P. (On Percentage Rate Basis)**

TIME LIMIT FOR COMPLETION:	15	(Fifteen) Calendar months (Including Rainy Season)
TIME & DATE OF SUBMISSION OF BIDS:	Date: 08/08/2019	Time: 12.00p.m.
TIME AND DATE OF OPENING : TECHNICAL BIDS	Date: 08/08/2019	Time: 3.30p.m.
TIME AND DATE OF OPENING : FINANCIAL BIDS	To be apprised after evaluation of technical bid	
PLACE OF OPENING BIDS :	Office of the Project Manager, U.P. State Bridge Corporation Ltd. Hamirpur	
OFFICER INVITING BIDS :	Chief Project Manager (Chitrakoot), U.P. State Bridge Corporation Ltd. Banda	

Section 1

GOVERNMENT OF UTTAR PRADESH (U.P. STATE BRIDGE CORPORATION LTD)

NOTICE INVITING BIDS

BidNo.:330 /E-Tender / CPM(CKT) /2019-20`

Date: 31.07.2019

1. On behalf of the Managing Director, U.P. State Bridge Corporation Ltd , Chief Project Manager (Chitrakoot), U.P. State Bridge Corporation Ltd, Banda invites bids from eligible bidders for the Project/Work detailed in the following table. The bids shall be on the Percentage Rate format. The bidders may submit bids for all of the following Project/Work:

Sr. No.	Name of Project/Work(s)	Bid Security/ (Earnest Money) (Rs.)	Cost of Document/ Tender (Rs.)	Period of Completion
1	2	3	4	5
1.	Construction Of Foundation and Substructure of P11, P12, P13, P14, P15 and A2 of 2 x 2-Lane Bridge Across River Yamuna On Hamirpur Bypass Road In District Hamirpur, U.P. (On Percentage Rate Basis)	18,00,000.00	5000/- + 18% GST	15 Month

2. Period of availability of Tender Date & Time of bid submission and Date & time of opening of Bids are as given below:-

Availability of Tender for bidding		Last Date & Time for Submission of Bids	Date & Time of opening of tender	
From	To		Technical Bid	Financial Bid
01.08.2019	08.08.2019	08.08.2019 (upto 12:00 p.m.)	08.08.2019 (at 3:30 p.m.)	To be decided after evaluation of Technical Bid

Enclose the following documents :

1. Proof of GST Registration
2. Proof of Income Tax Registration.
3. Proof of EPF submission of employees.



Signature of Authorized Officer

GOVERNMENT OF U.P.
U.P. State Bridge Corporation Limited

INVITATION FOR BID

BidNo. 330 /E-Tender / CPM(CKT) /2019-20`

Date: 31.07.2019

1. On behalf of Managing Director, C.P.M. (Chitrakoot), U.P.S.B.C. Ltd, Banda invites bids from eligible bidders for the construction of work detailed in the following table.


Sr. No.	Name of Project/Work(s)	Bid Security/ (Earnest Money)(Rs.)	Cost of Bid/Tender Document (Rs.)	Period of Completion
1	2	3	4	5
1.	Construction Of Foundation and Substructure of P11, P12, P13, P14, P15 and A2 of 2 x 2-Lane Bridge Across River Yamuna On Hamirpur Bypass Road In District Hamirpur, U.P. (On Percentage Rate Basis)	18,00,000/-	5000/- + 18% GST	15 Month

Period of availability of Tender Date & Time of bid submission and Date & time of opening of Bids are as given below:

Availability of Tender for bidding		Last Date & Time for Submission of Bids	Date & Time of opening of tender	
From	To		Technical Bid	Financial Bid
01.08.2019	08.08.2019	08.08.2019 (upto 12:00 p.m.)	08.08.2019 (at 3:30 p.m.)	To be decided after evaluation of Technical Bid

2. The complete BID document can be viewed/downloaded from official portal of etender.up.nic.in from 01.08.2019 to 08.08.2019 upto 12:00 Hrs IST. Bid must be submitted online only at the above tendering portal on or before 08.08.2019 upto 12:00 Hrs IST. Bids received online shall be opened on 08.08.2019 at 15:30 Hrs IST. Bid through any other mode shall not be entertained. However, Bid Security, document fee, Power of Attorney and joint bidding agreement shall be submitted physically by the Bidder on or before 08.08.2019 up to 12:00 Hrs IST in the offices specified in tender documents. Please note that the UPSBC reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.
3. Bids must be accompanied by Bid Security of the amount specified for the work in the above table drawn in favour of the “**U.P. State Bridge Corporation Limited.**” Bid Security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
4. The original **DD / Bank Guarantee** for bid security deposit and cost of tender documents should be deposited with the concerned **Project Manager** before the opening of the technical bid as given in the table above. The scanned copies of the same should be attached in Technical Bid as prescribed in the Bidding Document, failing which the bidder shall be disqualified. If the bidder fails to deposit the original **Fixed Deposit / Bank Guarantee** for bid security deposit and cost of tender documents with the concerned Project Manager before the opening of the technical bid, the bidder shall be disqualified and debarred for a period of 6 (six) months for submitting bids for works in the U.P. State Bridge Corporation Limited.

5. Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor and scanned copies of the required documents and information as per section-2 (formats & annexure) should be attached in the technical bid as prescribed in the Bidding Document.
6. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post.
7. The bidder has to only agree/ disagree on the conditions in the Bidding Document. The bidders who disagree on the conditions of Bidding Document can not participate in the tender.
8. Technical bids will be opened on the day & time as specified in the above table, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
9. Bids once submitted cannot be resubmitted or withdrawn.
10. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
11. The undersigned has the right to accept or reject any bid and to annul the bidding process without assigning any reason.



Chief Project Manager (CHITRAKOOT)
U.P. State Bridge Corporation Limited Banda

Section 2 : Instructions to Bidders

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Instructions to Bidders (ITB)

A. General

1. Scope of Bid
 - 1.1 The Employer as defined in the Appendix to ITB invites bids for the construction of Works as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.
 - 1.2 The successful Bidder will be expected to complete the Works by the Intended completion Date specified in the Part I General Conditions of Contract.
 - 1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ Tender, bid/ tender, bidding/ tendering, etc.) are synonymous.
2. Source of Funds
 - 2.1 The Government of the State U.P. as defined in the Appendix to ITB has decided to undertake the works of construction of Bridge through U.P. State Bridge Corporation Ltd, Lucknow.
 - 2.2 The Government of the State has decided to provide funds for the construction of the Bridge.
3. **Eligible Bidders**
 - 3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.
 - 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
 - 3.3 Any bidders having criminal record is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the organized crime or gangster activities or Mafia or Goonda or Anti social activity are strictly prohibited to participate in the bidding process. If it is established that any bidder has criminal record, his bid shall be automatically cancelled.
 - 3.4 The bidder has to produce character certificate, Solvency certificate, self declaration affidavit (on the prescribed Performa which is attached with the bid document) etc., issued by the competent authority in original with bid document.
 - 3.5. Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, his bid shall be automatically cancelled.
4. **Qualification of the Bidder**
 - 4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of civil construction works performed for each of the last five years;
 - (c) experience in works of a similar nature for each of the last five years as defined below, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;

1. The bidder must have sunk at least 12 No wells of minimum 6.50 Mtr dia and up to 30 Mtr depth below LWL in a major river having discharge not less than 20000Cumecs.

- (d) evidence of ownership of major items of construction equipment named in Clause 4.4B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years
- (g) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;
- (h) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (k) Proposal for subcontracting the components of the works for construction/ Upgradation aggregating not more than 25% of the contract price: -and
- (l) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion..

43 Bids from joint venture are not allowed.

4.4 A To qualify for award of the Contract, each bidder should have in the last five years:

- a) Achieved in any one year a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least the amount equal to the estimated cost of works(excluding maintenance cost for five years)for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.
- b) Satisfactorily completed, as prime Contractor or nominated Sub-Contractor, at least one similar work equal in value to one-third of the estimated cost of work for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.

4.4B(a) Each bidder must produce:

- (i) The current income-tax clearance certificate;
 - (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
 - (iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- (b) Each bidder must demonstrate:
- (i) Availability for construction work, of the owned, key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;

- (ii) Availability for construction work of technical personnel as stated in the Appendix to ITB.
 - (iii) Liquid assets and /or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB;
 - (c) The bidder must not have in his employment:
 - (i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
 - (ii) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.
- 4.4.C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- 4.5 Sub contractors experience and resources shall not be taken into account in determining the bidders compliance with the qualifying criteria except to the extent stated in 4.4 A above
- 4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated asunder:
 Assessed Available Bid capacity = (A*N*M – B) where
- A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.
- N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).
- M = M is taken as 2.5
- B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.
- Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.
- 4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. Bidding Documents

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 of ITB.

1 Notice Inviting Tender

2 Instructions to Bidders

3 Qualification Information

4 Conditions of Contract

(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)

5 Specifications

6 Drawings (May be seen in the office of the undersigned)

7 Bill of Quantities

8 Form of Bid

9 Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.

8.2 One set of the bidding documents will be issued to the bidder against the payment.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-bid Meeting

DELETED

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. Preparation of Bids

11. Language of Bid

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

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 Technical Bid and shall comprise of:

I For bidding documents downloaded from the website, the demand draft for the cost of the bidding documents placed in a separate cover, marked “cost of bidding document downloaded from the internet”;

II Earnest Money in a separate cover marked ‘Earnest Money’;

III Authorized Address and contact details of the bidder having the following information:

Address of communication:

Telephone No.(s): Office:

Mobile No.:

Facsimile (Fax) No. :

Electronic Mail Identification (E-mail ID):

IV. Qualification information, supporting documents, 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 OFITB.

VI any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and

VII. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

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

(i) Form of Bid as specified in Section6;

(ii) Priced bill of quantities for items specified in Section7;

12. 2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.

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

Section	Particulars
1	Notice inviting Tender
2	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

13. Bid Prices

13.1 The Contract shall be for the Works put to tender, as described in Clause 1. 1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall adopt the Item Rate Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. Item Rate Method requires that the bidder must quote rates for each of the items of the BOQ.

- 13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. Only GST shall be paid extra at the prevalent rates.
- 13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.
- 14. Currencies of Bid**
- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
- 15. Bid Validity**
- 15.1 Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 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 or by cable. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.
- 16. Earnest Money**
- 16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.
- 16.2 The Earnest Money shall, at the Bidder's option, be in the form of Fixed Deposit Receipt / Bank Guarantee of a scheduled commercial bank or Nationalized Bank, NSC, Post office saving Bank issued in favor of the name given in the Appendix to ITB. The Fixed Deposit Receipt / Bank Guarantee shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.
- 16.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.
- 16.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.
- 16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 166 The Earnest Money may be forfeited:**
- a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
- i. sign the Agreement; and/or
- ii. Furnish the required Performance Security.
- 17. Alternative Proposals by Bidders**
- 17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

18. Format and Signing of Bid

- 18.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.
- 18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.3(a) of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 18.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

D. Submission of Bids

19. Sealing and Marking of Bids DELETED

20. Deadline for Submission of Bids : The hard copies must be submitted before last date and time of online submission of the bid i.e. 08.08.2019 15.30IST.

- 20.1 Complete Bids (including Technical and Financial) must be received by the Employer at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, 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

- 21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 of ITB will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

22. Bid Opening

- 22.1 The Employer will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2 The envelope containing the technical bid shall be opened. First and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- 22.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 22.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.3 of ITB.
- 22.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within Ten working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

- 22.6. The Employer shall inform, by telegram or email, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.
- 22.7. At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 22.8 The Employer shall prepare the minutes of the opening of the Financial Bids.
- 23. Process to be Confidential**
- 23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 24. Clarification of Bids and Contacting the Employer**
- 24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.
- 25. Examination of Bids and Determination of Responsiveness**
- 25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid(a)meetstheeligibilitycriteriainClause3and4;(b)hasbeenproperlysigned;
- (d) ©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 Bids", 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.
- 25.2A substantially responsive "Financial Bid" is one that 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
- (e) ©whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26. Correction of Errors

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

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. 26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.18

27. Evaluation and Comparison of Bids

27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

27.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.

27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

28. Price Preference

28.1 There will be no price preference to any bidder.

F. Award of Contract

29. Award Criteria

29.1 Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, 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; and
- 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.

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

30.1 Notwithstanding Clause 29 above, 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.

31. Notification of Award and Signing of Agreement.

- 31.1.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I General Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 31.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.
- 31.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.
- 31.4 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.

32. Performance Security

- 32.1 Within 21 (Twenty one) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of ten percent of the Contract Price (5% in the form of Bank Guarantee from Nationalized Bank at the time of agreement and remaining 5% shall be deducted from running bills @ 5 % till total amount reaches to 10% of the contract value), entire period of work and one year after completion of work i.e. up to DLP and the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.
- 32.2 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in favour of Project Manager, U.P. State Bridge Corporation Ltd. Payable at **Hamirpur** from a Scheduled Commercial Bank.
- 32.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating future bids under U.P. State Bridge Corporation Ltd. for one year.

33. Advances:

No Advance in any form shall be paid to the contractor.

34. Corrupt or Fraudulent Practices

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

Appendix to Invitation To Bidders (ITB)

Instructions to Bidders Clause Reference

(1.1) The Employer is Chief Project Manager (Chitrakoot), UPSBCL,
Banda

Represented by : Project Manager, UPSBCL, Hamirpur

(1.2) The Works is **Construction Of Foundation and Substructure of P11, P12, P13, P14, P15 and A2 of**

2 x 2-Lane Bridge Across River Yamuna On HamirpurBypass Road In District Hamirpur,

U.P. (On Percentage Rate Basis)

(2.1) The State is **Uttar Pradesh**

(3.1) Eligible Bidders are: Contractors registered with –Public Works
Department/ UPSBC in class ‘A’.

(4.2) The information required from bidders in Clause 4.2 is modified as follows:

NONE

4.2 (g) The percentage is **Ten**

(4.4A)(b) One Third of the estimated cost of works

(4.4 B)(a) (iii) Other certificates required with the bid are: As per ITB

(4.4.B) (b)(i) **The key equipments for bridge works and field testing laboratory
Bridge Works are: FOR BRIDGE WORKS**

S.No.	Type of Key Plant & Equipment	Maximum Age as on 31.03.2019	Minimum Nos.
1.	Automatic Concrete Batching & Mixing Plant (capacity 30 cum/hour)	5	As required
2.	Concrete Mixer with Integral Weigh Batching facility	5	As required
3.	Vibrators: - Needle Vibrators - Surface Vibrators - Form Vibrators	2 2 2	6 As required As required
4.	Cranes with Clam shell (Grab) for sinking of wells	5	4
5.	Pile Rig (drilling machine)		
6.	Concrete Pumps		As required
7.	Transit Mixer		As required
8.	Girder Launching Equipment		
9.	Jacks for pre-stressing: Multi pull/single pull		
10.	Steel Form work	1	As required
11.	Water Jetting Equipment	5	2
12.	Motor Grader (owned or hired)		
13.	Hydra (owned or hired)	5	2
14.	Tipper trucks (owned or hired)	5	2
15.	Front End Loader	5	2
16.	Vibratory Roller (owned or hired)		
17.	Hot Mix Plant with electronic controls (owned or hired)		
18.	Wet Mix Plant (owned or hired)		
19.	Paver Finisher with electronic sensor (owned or hired)		
20.	Bitumen Sprayer (owned or hired)		

21.	Dozer (owned or hired)		
22.	Water Tanker with sprinkler (12 kl capacity)		As required
23.	Welding Equipment	5	As required
24.	Diesel Generating Sets	5	As required

For field testing Laboratory:

All equipment should be provided at site lab and central lab as per SP-20- 2002 I.MORTH / UP STATE BRIDGE CORPORATION LTD.

Note: (a) The bidder must produce the following documentary evidence in support of his owning the above equipment: Documents showing proof of ownership.

(4.4 B) (b) (ii) The Number of Technical personnel, Qualifications and Experience will be as follows:

A. The Technical Personnel are :

Sl. No.	Position	Qualification	Experience (Years)
1	Site Engineer	BE (Civil)	2
2	Site Engineers	Diploma in Civil	10
3	Quality Assurance Engineer	Diploma in Civil/ BSc	5

B. For field testing laboratory:

(4.4B) (b)(iii) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 10% of the contract value

(4.4 B)(c) (i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment: J.E.'s, A.E.'s, P.M.'s, C.P.M's, G.M.'s, and other staff of equivalent rank

(4.4 B)(c) (ii) The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:
UP STATE BRIDGE CORPORATION LTD., A.Es, Project Manager, Project Manager, Chief Project Manager / Chief Project Manager. and. U.P. Irrigation. (Assistant Engineer, Executive Engineer, Superintending Engineer, Chief Engineer, Director cum Chief Engineer, Engineer-in Chief)
In case there is no such person in his employment, his affidavit should clearly state this fact.

(4.6) M =2.5

(7.1) The contact person is:
Designation: Project Manager
U.P. State Bridge Corporation Ltd.
Hamirpur.

(9.2.1) Place, Time and Date for pre-bid meeting are: NOTAPPLICABLE

(11.1) Language of the bid is: English

(12.1) PartI(v) The other documents required are: NONE

(13.2.) Bids may be submitted only in PERCENTAGE Rate Method for all items.

(13.2) Schedule of Rate applicable for Percentage Rate Method

(16.1) The amount of Earnest Money shall be Rs.18,00,000.00

- (16.2) Fixed Deposit Receipt / Bank Guarantee must be drawn in favour of:
Project Manager, UP STATE BRIDGE CORPORATION LTD. Hamirpur
- (16.2) Other acceptable forms of Bid Security pledged in favour
of: Project Manager, UP STATE BRIDGE CORPORATION LTD.
Hamirpur. National savings certificate issued by P&T Deptt., Post Office
Saving account Pass book .
- (16.3) Exemption from Earnest Money is granted to: NONE
- (20.1) The Employer's address for the purpose of Bid submission is
(i) Office of P.M, UP STATE BRIDGE CORPORATION LTD.,
Hamirpur
- (20.1) The deadline for submission of bids shall
be: Time -12:00p.m.
Date :08/08/2019
- (22.1)&(22.6) The date, time and place for opening of the Technical Bids are:

(A) Technical Bid

Date:

08/08/2019

Time: 3.30

PM

Place: Office of P.M, UP STATE BRIDGE CORPORATION LTD., Hamirpur

**(B) Financial Bid (For qualified bidder as) : To be informed later after
evaluation of technical bids.**

- (32.1) The amount and validity period of the performance
guarantee is: Amount: **5 %** of the contract price
Validity Period: -
- (i) Performance security shall be valid until a date 30 days after the
expiry of ONE MONTH after intended completion date.
- (ii) Additional Performance Security for unbalanced Bid shall be valid
for 45 days plus intended completion period.

Signature of Employer/ Authorised Signatory

Date:

Section 3

QUALIFICATION INFORMATION

- i. Qualification document as detailed below, complete in all respects, should be submitted as per the stipulations of Clause 4.3 of ITB.

Pre-qualification document contains 17 numbers of forms as follows:

1. FORMAT(1-1):	GENERAL INFORMATION
2. FORMAT(1-2):	STRUCTURE AND ORGANIZATION
3. FORMAT(1-3):	JOINT VENTURE DATA
4. FORMAT(2-1):	ANNUAL TURNOVER
5. FORMAT(2-2):	EXPERIENCE IN SIMILAR WORKS
6. FORMAT(2-3):	PROPOSED WORK PLAN
7. FORMAT(2-4):	EQUIPMENT AVAILABILITY
8. FORMAT(2-5):	AVAILABILITY OF PERSONNEL
9. FORMAT(2-6):	AVAILABILITY OF OVER DRAFT/ CREDIT FACILITIES
10. FORMAT(2-7)	EXISTING COMMITMENTS
11. FORMAT(2-8):	AFFIDAVIT
12. FORMAT(2-9):	WORKS FOR WHICH BIDS ALREADY SUBMITTED
13. FORMAT(2-10):	QUANTITIES OF WORK EXECUTED AS PRIME CONTRACTOR
14. FORMAT(3-1):	UNDERTAKING FOR MINIMUM CASH INVESTMENT
15. FORMAT(3-2):	UNDERTAKING FOR BID VALIDITY
16. FORMAT(3-3):	UNDERTAKING AS PER CLAUSE 3.2 OF ITB
17. FORMAT(4-1):	LITIGATION HISTORY

- ii. If necessary, additional sheets can be added to the schedules. Such attachments should be clearly marked as follows:
‘Attachment 1 to Form (1-2), Attachment 2 to Form (2-5), etc.
- iii. While submitting the PQ Document duly filled in, applicant shall enclose latest copies of brochures of their firms and technical documentation, if any, giving additional information and proper reference to the brochures.
- iv. Each page of Qualification document shall be duly signed by the applicant or his authorized representative.
- v. Costs incurred by applicant(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Employer.
- vi. Incomplete bids shall be summarily rejected.
- vii. The language for submission of application shall be English.
- viii. The enclosed Forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as ‘not applicable’.
- ix. Financial data, project costs, value of works, etc. should be given in Indian Rupee only except for Works carried out abroad for which figures may be furnished in American Dollars. Deemed Export Projects procured against International Competitive Bid, though executed within the country and where the currency of bid/contract is US Dollars or other convertible currency shall be considered as “Works Abroad.”

- x. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- xi. If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the Contract is awarded.
- xii. If the bid is made by a JV, it should be signed by the authorized representative of the lead partner (as defined above). Certified copies of the Power of Attorney in respect of the person signing the PQ application must accompany the application.
- xiii. The information furnished must be sufficient to show that the bidder is capable in all respects to successfully complete the envisaged work.

GENERAL INFORMATION

All individual firms and each partner of joint venture bidding for the Work are requested to complete the information in this form. Nationality information to be provided for all owners or Applicant who are partnerships or individually owned firms.

Following information with regard to the nature of your interests in the Firms or JV's may also be provided:

- a) Shareholding pattern or percentage of shares held by the individual partners.
- b) Firms interests in other areas of business
- c) If, they represent a group of companies all the relevant details.

Where the Applicant proposes to use named subcontractor(s) for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the subcontractor(s):

1.	Name of firm Place of incorporation / registration Year of incorporation / registration
2.	Head office Address Telephones Fax
3.	Name of Contact Person (s) Correspondence Address Telephones Fax E-mail

Nationality of Owners (*)		
	Name	Nationality
1.		
2.		
3.		

(*) To be completed by all owners of partnerships or individually owned firms, and also by all partners of a JV.

(Applicant)

FORMAT (1-2)
STRUCTURE AND ORGANIZATION

1.	The Bidder is		:	
	(a)	An individual	:	_____
	(b)	a proprietary firm	:	_____
	I	a firm in partnership	:	_____
	(d)	a Limited Company or Corporation	:	_____
		a group of firms /joint venture	:	_____
	(e)	(If yes, give complete information in respect of each partner)	:	_____
2.	Attach the Organization Chart showing the structure of the organization including the name of the Directors, position of directors, position of officers.		:	_____
3.	No. of years of experience		:	_____
	(a)	As a Prime Contractor (contractor shouldering major responsibility)	:	_____
		i) In own country	:	_____
		ii) other countries (specify country)	:	_____
	(b)	In a Joint Venture	:	_____
		i) in own country	:	_____
		ii) other countries (specify country)	:	_____
	I	As Subcontractor (specify main Contractor)	:	_____
		i) in own country	:	_____
		ii) Other countries (specify country)	:	_____
4.	For how many years has your organization been in business of similar works under its present name?		:	_____
5.	Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing the work).		:	_____
6.	In which fields of civil engineering construction, do you claim specialization and interest?		:	_____
7.	Give details of your soil and materials testing laboratory, if any (include full range of equipments available; 'make', year and functional conditions details etc. including present status indicating their availability for the contract (s) being applied for)		:	_____
8.	Give details of your experience in construction of Well foundations for Bridge Works.		:	_____
9.	Give details of your experience in construction of Prestressed Box Girder for Bridge Works. (Cost in Situ)		:	_____
10.	Give details of your experience in construction of Bridge Works in Reinforced Cement Concrete		:	_____
11.	Give details of your experience in construction of Bridge Works with pre-stressed concrete girders (precast and cast-in-situ).		:	_____

(Applicant/ Bidder)

Details of Financial Participation in the Joint Venture

[Indicate responsibility and extent of participation in respect of finance, of the major partner of the joint venture and other partner of JV]

Participation Details	Name of Firm A (Lead Partner)	Name of Firm B (Partner)	Name of Firm C (Partner)
Financial			

All partners of the JV are individually and severally responsible for the actions of the JV firm. Any misrepresentation by one partner will render the application invalid and liable to be rejected.

Signature of all the participating firms:

- FirmA
- FirmB
- FirmC

ANNUAL TURNOVER

Name of Applicant or partner of a Joint Venture

All individual firms and all partners of a joint venture are required to complete the information in this form. The information supplied shall be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed. Applicants should enclose testimonials (certified copies of annual reports/, certificates) in support of their claim.

(Use a separate sheet for each partner of a joint venture)

Annual Turnover Data
(From Construction Works only)(Ref: Clause 4.1)

S.No.	Financial Year	Turnover
1.		
2.		
3.		
4.		
5.		

Note: In case of turnovers in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on _____, 20.

(Applicant)

FORMAT (2-2)

**Experience in Similar Works
(may use copies of format for more than one works)**

<i>Name of Applicant or partner of a Joint Venture</i>
--

*All individual firms and all partners of a joint venture are requested to complete the information in this form.
Applicants should enclose testimonials/ Clients' certificates in support of their claim.
(Ref: Clause 4.2)*

1.	Identification Number of Contract	
	Name of Contract:	_____
	Location of works:	_____
	Type of works: Roads/Bridges/Airport/Railways/ Tunneling or others(Specify)	_____
	Country:	_____
2.	Name of Employer:	_____
3.	Employer's address (Give telephone and fax no.):	_____
4.	Nature of works and special features relevant to the Contract for which the Applicant wishes to pre-qualify	
5.	(tick one) Prime contractor Partner in a Joint Venture Sub-contractor	
6. a)	Value of the total contract	
7.	Date of Award	
8.	Date of Completion	
9.	Contract duration (years and months) -----years -----months	
10.	Specified requirements Give details in respect of earthwork, Granular sub-base/base, RE Walls, Concrete in bridges (submit either detailed BOQ or a certificate from employer showing details of your share of work).	
11.	Name and professional qualifications of Applicant's Engineer-in- charge of the work:	
12.	Were there any penalties/fines/stop notice/compensation/liquidated damage imposed? (Yes or No) If yes, give amount and explanation.	

Note: In case of turnover in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on _____ 20.

(Applicant)

PROPOSED WORK PLAN

FORMAT (2-3)

Equipment availability or access commitment

Item of equipment	Requirement	Availability Proposals			Remarks (From whom to be purchased)	
		Capacity	Owned/ leased/ to be procured	Nos./ capacity	Age/ condition	
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note: Only major equipment needs to be reported here.

(Applicant)

Availability of personnel

SR. NO.	Personnel	Number of persons required	Qualification
1.	Project Manager	1 No	
2.	Bridge Engineer	1 No	
3.	Site Engineer	2 No	
4.	Plant Engineer	1 No	
5.	Quantity Surveyor	1 No	
6.	Soil & Material Engineer	1 No	
7.	Quality Assurance Engineer	1 No	

(Applicant)

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF OVERDRAFT/ CREDIT FACILITIES

BANK CERTIFICATE

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

If the contract for the work, namely“_____

_____” is awarded to the above firm, we shall be able to provide overdraft/ credit facilities to the extent of INR to meet their working capital requirements for executing the above contract.

Name of the Bank

Senior Bank Manager

Address of the Bank

Summary Sheet:

Current Contract commitments / works in progress

Name of Applicant or partner of a Joint Venture

Applicants and each partner to a Joint Venture Application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

- In case of turnover in foreign currency, the figures are to be given in relevant currency and figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on 1.4.06.

S. No.	Name of the contract, Location and Nature of the work	Contract No. & Date	Percentage and amount of participation of firm in the project	Percentage and amount sub-contracted by the firm	Name and Address of Client (including Tel./ Fax no.)	Contract value	Length of the project	Stipulated date of completion	Value of outstanding work	Estimated completion date
1	2	3	4	5	6	7	8	9	10	11
1										
2										
3										
4										
5										
6										

AFFIDAVIT*

1. I/we, 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 M/s_____ have abandoned any work under Government of India or Govt. of Uttar Pradesh nor any contract awarded to us for such works have been rescinded, during last years prior to the date of this bid.
3. 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.
4. The undersigned understand(s) and agree(s) that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department / Project implementing agency.
5. The undersigned binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the project, as desired by the employer.
6. The undersigned are not debarred for contract work by Govt. of Uttar Pradesh or any other Agency of Government of India or any of the State Governments at present. Or the undersigned was debarred for contract work by ----- for a period of ----- and have completed my/our term.
7. The undersigned has never been convicted by any court of law for any of the offences under any Indian/ foreign laws.

_____(Signed by an Authorised Officer of the Firm)

Title of Office _____

Name of Firm _____

DATE

* To be executed on a non-judicial stamp paper individually by all members of JV.

- (i) Affidavit.
- (ii) Undertaking
- (iii) Performance certificate in respect of similar completed works (Bridges /ROB's).

Works for which bids already submitted

Description of Work	Place & State	Name & Address of Employer*	Estimated Value of* Works (Rs.)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

FORMAT (2-10)

Quantities of work executed as prime contractor or nominated sub-contractor (in the same name and style) in the last _____ years:
i.e. 200-200_ to 200-200.

Year	Name of the Work	Name of the Employer*	Quantity of work performed (cum) @			Remarks * (indicate contract Ref)
			Bituminous Work	Cement Concrete	Stone masonry	

UNDERTAKING

I, the undersigned do hereby undertake that our firm
M/s _____ would invest a minimum
cash upto Rs.....lakhs during implementation of the Contract.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

UNDERTAKING

I, the undertaking 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 it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by the Authorised Officer of the Firm)

Title of the Officer

Name of Firm

DATE

Undertaking as per clause 3.2 of ITB

Litigation History

Other party (ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

Special Conditions

- 1- Contractor will inform about requirement of steel, cement, cutting edge one month in advance for the activities to be executed by the contractor.
- 2- In case due to any reason UPSBC is unable to provide steel, cement, cutting edge as per requirement of the contractor, the contractor may arrange steel / cement / cutting edge from the firms / companies empanelled in UPSBC or from Prime/reputed manufactures after due approval from the engineer. UPSBC will pay to contractor the amount against minimum required steel / cement / cutting edge on production of invoice with the monthly bill up to the extent of Rate Contract rates.

Section 4

Conditions 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.

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

Compensation Events are those defined in Clause 44 hereunder.

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

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

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

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

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

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

Days are calendar days; **months** are calendar months.

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

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

The **Defects Liability Period** is one year after completion date.

The **Employer** is the party who will employ the Contractor to carry out the Works. The Managing Director, U.P. State Bridge Corporation Ltd., Lucknow or successor in the office and his assignee. The Project Manager or Successor, U.P. State Bridge Corporation Ltd., Hamirpur will be the assignee for the project.

The **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.

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

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

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

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

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

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

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

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

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

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

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

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer through the Engineer, as defined in the Contract Data.

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) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of Quantities and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

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

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Engineer may delegate any of his duties and responsibilities to other people except to the Dispute Review Expert after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when they are delivered (in terms of Indian Contract Act).

7. Sub-contracting

7.1 The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but shall not assign the Contract without the approval of the Engineer in writing. Sub-contracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Engineer on behalf of 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 the mass described in the Schedule. The Engineer on behalf of the Employer may modify the schedule of other contractors and shall notify the Contractor of any such modification.

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.

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 Contractor's design.

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 are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Engineer and the Contractor, insurance cover from the Start Date to the end of the construction / completion 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 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 Engineer may effect the insurance which the Contractor should have provided and recover the premiums the Engineer 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 insurance shall not be made without the approval of the Engineer.

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

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

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 the Works in accordance with the Specifications 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 program 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. In case of dispute, if any, decision of the Managing Director, U.P. State Bridge Corporation Ltd., Lucknow will be final.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site, including smooth flow of traffic at his own cost as per guidelines of IRC/MORT&H.

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 on behalf of the Employer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1 The contractor will arrange the land from locals by mutual understanding to reach wells at his own. Employer will not be entitled for any compensation in this regard neither E.O.T. shall be granted on this ground.

22. Access to the Site

22.1 The Managing Director, Chief Project Manager or any other person authorized by the Employer shall at all times have access to the Site and to all places where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

22.2 The Engineer shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and Plant to be supplied under the Contract. If materials or Plant are being manufactured, fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission for the Engineer and his authorized representatives to carry out such inspection and testing in those workshops or places. All the expenses for such visits, inspection shall be borne by the Contractor. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

22.3 The Contractor shall agree with the Engineer on the time and place for the inspection or testing of any materials for Plant as provided in the Contract. The Engineer shall give the Contractor not less than 24 hours notice of his intention to carry out the inspection or to attend the tests. If the Engineer, or his duly authorized representative, does not attend on the date agreed, the Contractor may, unless otherwise instructed by the Engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The Contractor shall forthwith forward to the Engineer duly certified copies of the test readings, if the Engineer has not attended the tests, he shall accept the said readings as accurate.

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 Engineer 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 Engineer or the Employer, if so required by the Engineer or Employer.

24. Disputes

24.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert within 14 (fourteen) days of the notification of the Engineer's decision.

25. Procedure for Disputes

25.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, rates, instructions, order or there conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- 25.2 If the contractor consider any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 14 (fourteen) days request the Dispute Review Expert (*as in Contract Data*) in writing for written instruction or decision. The Dispute Review Expert shall give a decision in writing within 28 (twenty eight) days of receipt of a notification of a dispute.
- 25.3 Whatever decision is reached by the Dispute Review Expert, either party may give notice to the other to refer the decision of the Dispute Review Expert to Arbitration within 28 (twenty eight) days of the Dispute Review Expert's written decision. If neither party refers the dispute to arbitration within the next 28 (twenty eight) days, the Dispute Review Expert's decision will be final and binding.
- 25.4 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

26. Replacement of Dispute Review Expert

- 26.1 Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, then Chief Project Manager, U.P. State Bridge Corporation Ltd., Banda will work as a new Dispute Review Expert.
- 27.0 i) Approved Concrete Mix design shall be used in different components of Bridge.
- ii) Standard concrete cubes shall be cast at batching plant and at Pouring point by contractor and shall be tested in laboratory in the presence of supervision staff of UPSBC.
 - iii) The payment of concrete component item shall be made after successful testing of concrete cubes.
 - iv) The Fresh concrete should be poured before initial setting time. However the allowable initial setting time should not be more than 45 minutes in normal working conditions.
 - v) Honey combing in concrete shall not be allowed. In case any honey combing is observed after de-shuttering, contractor has to get the same repaired up to the satisfaction of Engineer-in-charge. Payment of concrete item shall be released after successful completion of job.
 - vi) The contractor will submit Royalty Permit (Mineral Deptt.) in proportion to the consumption of Aggregate OR will produce Hiring clearance certificate from mining Deptt. If the contractor fails to deposit the same necessary deduction shall be made from bills as per the rates of mineral Deptt.
 - vii) Contractor shall help the UPSBCL officers maintain Daily Progress Report, History of Well, Concrete Register, Cube Test Register, Sieve Analysis Register, Slump Measurement Register etc. required as per MoRT&H Specification or on the proforma of the U.P.S.B.C.
 - viii) Sinking and concrete work on all the wells for entire length of Bridge has to be taken up simultaneously to achieve the completion programme.
 - ix) In case of Tilt of well, necessary arrangement shall be made by contractor to get the Tilt recovered. For Tilt above 1/60 and shift above 150mm, the deduction shall be made from the Bills as per rule.
 - x) For other works related to well sinking like dewatering, chiseling, cutting earth below cutting edge, measuring of Tilt, Shift, Sump & hump all arrangement shall be provided by contractor. Contractor will maintain record of Tilt and Shift. Gauge marking on all the four direction of well shall be painted on well steining as per specifications from cutting edge level.
 - xi) The BOQ Rates of well sinking will be applicable for all type of strata throughout the well depth .
 - xii) Sinking measurement shall be taken from cutting edge level as on today to final founding RL. Contractor shall ensure joint signature on present cutting edge R.L. before start of work on any of the well.
 - xiii) Maximum allowable tolerance for shuttering shall not be more than ± 5 mm.
 - xiv) Contractor will establish material Test Laboratory at site with Cube Testing Machine, Cube Moulds, Sieve Sets for Coarse and Fine aggregate sieve analysis, slump cone apparatus, silt content test measuring cylinder, flakiness Index test etc.

- xv) Contractor has strictly to follow the drawing and designs issued/approved by UPSBC. No alternative design / drawings shall be allowed in any case.
- xvi) Contractor will make a request for inspection from Engineer's representative with copy of the same by email to Engineer prior to start of any concreting.

B. Time Control

27. Program

- 27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 27.2 An update of the Program shall be a program 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 Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program 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 Program has been submitted.
- 27.4 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

28. Escalation

The provision of inbuilt escalation at the time of sanction of work has already been incorporated in Department Rates Calculation and hence no any escalation shall be paid during or after the construction work OR Agreement period..

29. Extension of the Intended Completion Date

The extension of time on the valid reasons, if any, may be granted by the competent Authority with or without escalation as the case may be. No claims shall be entertained for any delay for duration involved in EOT process

30. Deleted

31. Delays ordered by the Engineer

31.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

32. Management Meetings

32.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

32.2 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 who attended the meeting.

33. Early Warning

33.1 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.

33.2 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.

33.3 i) Contractor has to ensure the following activities as agreed by contractor at the time of Agreement.

a) Mobilization of site within 10 days from issue of LOI.

b) Ist Concreting of bridge within 30 days from LOI.

ii) The completion programme submitted by contractor will be reviewed on Monthly concrete achievement Basis. However Contractor shall not be allowed to achieve a cumulative progress less than 90% compared to the work programme submitted by him on Quarterly concrete achievement Basis.

iii) Contractor has to achieve work progress as per programme. In case contractor fails to achieve the programme UPSBC has right to terminate his agreement and no any claim shall be entertained on account of variation in monthly work programme due to any reason.

C. Quality Control

34. Identifying Defects

- 34.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 34.2 The Contractor shall institute a quality assurance system to demonstrate and establish compliance with the requirements of the Specifications, Standards and Contract. The Contractor will have proper quality control staff and adopt procedures in order to ensure quality as per Specifications and Standards. The Contractor is also expected to improve its procedures in line with ISO 9001:2008 and get the certification. The Contractor shall also attach a copy of reports, tests and checks with his Interim Payment Certificates, without which no payment shall be made. The Engineer and Supervision Consultant, if appointed for the Work by the Employer will be free to conduct surprise, random or in site checks so as to have cross check on quality at all stages of the Work. In case the Contractor fails to employ for the whole or part of the period of execution a Independent Quality Control Consultant. The Engineer may order employment of a Quality Control Consultant at the cost of the Contractor or may order the departmental staff to carry out the quality control checks and a deduction @ 0.5% of the total cost of the work during the period shall be made from the bills of the Contractor, even if the actual expenditure incurred on said Quality Control Consultant or departmental quality control is less. Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and structural safety/adequacy; he shall remain liable for any defect in the execution. "The qualification criteria, scope of work and key personnel of the Quality Control Consultant shall be as given in Appendix I of Volume II Section 5". All the quality control field & laboratory tests will be carried out in the presence of corporation's Authorised Representative.

35. Tests

- 35.1** If the Engineer instructs the Contractor to carry out a test specified or not specified in the Specification to check whether any work has a Defect, the Contractor shall pay for the test and any samples..
- 35.2** The Contractor shall provide all apparatus, equipment, materials, labour and assistance to the Engineer, Quality Control Consultant to carry out any tests.

36. Correction of Defects

- 36.1** 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.
- 36.2** 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.

37. Uncorrected Defects

- 37.1** If the Contractor has not corrected a Defect 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 or the said amount shall be deducted from payments due to the Contractor or retention money.

D. Cost Control

38. Bill of Quantities

- 38.1** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning works to be done by the Contractor.
- 38.2** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 38.3** No payment shall be made for any item which is not covered in Bridge drawing and other than BOQ. Such items shall be assumed vetted / covered in BOQ items only.

39. Changes in the Quantities

- 39.1** If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25% (twenty five percent) provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering:
- (a) Justification for rate adjustment as furnished by the Contractor.
 - (b) Economies resulting from increase in quantities by way reduced plant, equipment, and overhead costs.
 - (c) Entitlement of the Contractor to compensation events where such events are caused by any additional work.
 - (d) The revised rates will be applicable to the quantity which exceeds the 25% (twenty five percent) limit and not on the entire quantity.
- 39.2** The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15% (fifteen percent), except with the prior approval of the Employer.
- 39.3** If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

40. Variations

40.1 All variations shall be included in updated Programs produced by the Contractor.

41. Payments for Variations

41.1 The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

41.2 The variation in the grade of concrete will be paid on the basis of MoRT&H data Book analysis on prorate basis for the rate available in contract (as per agreement proportion)

42. Cash flow forecasts

42.1 When the Program is updated, the Contractor is to provide the Engineer with an updated cash flow forecast.

43. Payment Certificates

43.1 The Contractor shall submit to the Engineer, monthly statements of the estimated value of the work completed less the cumulative amount certified previously along with details of measurement of the quantity of works executed in a tabulated form as approved by the Engineer.

43.2 The Engineer shall check the Contractor's monthly statements within 14 (fourteen) 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 51.4 of the Contract (Secured Advance).

43.3 The value of work executed shall be determined by the Engineer after checking measurements of the quantities claimed as executed by the Contractor.

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

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

43.6 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.

44. Payments

44.1 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 the Contractor the amounts certified by the Engineer within 28 (twenty eight) days of the date of each certificate or as soon as the payment received from UPSBC Head Quarter.

44.2 If an amount certified is increased in a later certificate or as a result of an award by the Dispute Review Expert or an Arbitrator, the Contractor shall be paid . Difference amount without any interest.

- 44.3 Items of the Works for which no rate or price has been entered in, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
45. **Compensation Events** :- Compensation shall not be granted for any activity, event or item on any ground.
46. **Tax**
- 46.1 The rates quoted by the Contractor shall be deemed to be inclusive of the taxes(other than GST), labour cess that the Contractor will have to pay for the performance of this Contract. The Engineer on behalf of the Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

47. Currencies

47.1 All payments shall be made in Indian Rupees.

48. Price Adjustment :DELETED

49. Retention and security deposit

49.1 The Engineer on behalf of Employer shall retain 5 % of and from each payment towards Security Deposit in addition to the Performance security submitted by the contractor at the time of the agreement.

49.2 On Completion of the whole of the Works, half of the total Security Deposit is repaid to the Contractor and half when the DLP has passed

50. Mobilization: NIL

51. Liquidated Damages

51.1 The Contractor shall pay liquidated damages to the Engineer on behalf of 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 Engineer on behalf of the Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

51.2 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. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

51.3 If the Contractor fails to comply with the time for completion as stipulated in the tender, than the Contractor shall pay to the Employer (through the Engineer), 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.

51.4 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 affect the limit thereof.

52. Bonus - NIL

53. Advance Payment :DELETED

54. Securities

54.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Engineer on behalf of 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 (twenty eight) days pursuant to the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 (twenty eight) days from the date of issue of the certificate of completion.

55. Deleted

55. Cost of Repairs

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

- 55.2**
- i) The provision for price variation is generally made in contract agreement for the period above 01 year for a case over and above Rs. 01 Crore. But here in the present contract agreement the main materials like Steel & Cement are being arranged by UPSBC Ltd. and hence contractor is not liable for any claim towards price variation and escalation.
 - ii) **Liquidated Damages:-**
Compensation for any delay in completion of work due to reason solely attributable to the contractor(s) shall be recovered from him @ 10% of the contract value of the work.
 - iii) **Variation in Quantity**
Any increase in quantity during execution of work due to site conditions or change in design shall be calculated on prorata basis. The contractor shall submit his proposal which will be examined by the Engineer-in-charge and shall be applicable after getting approval from Employer.
 - iv) Due to changes in Drawings, Quantities as shown in BOQ may increase, decrease or eliminated without prior notice to contractor and no claim in this regard shall be entertained.

E. Finishing the Contract

56. Completion

56.1 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.

57. Taking Over

57.1 The Engineer on behalf of the Employer shall take over the Site and the Works within 7 (seven) days of the Engineer issuing a Certificate of Completion to the Contractor.

58. Final Account

58.1 The final Payment Certificate shall be submitted by the Contractor in the same manner as specified in interim Payment Certificate within 3 (three) months of physical completion of the work or within 1 (one) month of the date of the Certificate of Completion furnished by the Engineer whichever is earlier. No further claims shall be made by the Contractor after submission of the final Payment Certificate and this shall be deemed to have been waived and extinguished. The Engineer shall certify any final payment that is due to the Contractor within 56 (fifty six) days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 (fifty six) days a schedule that states the scope of the corrections as necessary. If the Final 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 30 (thirty) days of receiving the Contractor's revised account.

59. Operating and Maintenance Manuals

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

59.2 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.

60. Termination

60.1 The Engineer on behalf of the Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 14 (fourteen) days notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.

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

- (a) the Contractor stops work for 28 (twenty eight) days when no stoppage of work is shown on the current Program 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 (twenty eight) days;
- (c) the Employer or 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 (fifty six) 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;

- (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; and
- (h) if the Contractor, in the judgment of the Engineer or the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
- (i) In case the Contractor is a joint venture or consortium or partnership firm or any other such legal entity having more than one constituents, the Contractor shall not change its legal constitution in any manner during the subsistence of Contract. The share holding, percentage/extent of partnership or other interest of the original constituents of the Contractor shall not be diluted or varied during the subsistence of Contract.
- (j) The Contractor shall not engage the services of any Sub-contractor for the purposes of discharging obligation under the Contract without approval of the Engineer.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish contract prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.”

60.3 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.

60.4 Notwithstanding the above, the Engineer on behalf of the Employer may terminate the Contract for convenience.

60.5 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.

61. Payment upon Termination

61.1 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.

61.2 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.

62. Property

62.1 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.

63. Release from Performance

63.1 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.

F. Special Conditions of Contract

1. LABOUR:

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

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

2. COMPLIANCE WITH LABOUR REGULATIONS:

The Contractor shall observe and perform all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, 1971 or any statutory modifications or re-enactment thereof the time being in force and any rules and regulations made there under in respect of all the persons directly or through petty contractors or sub-contractors employed by him under this contract and shall indemnify the UPSBC from and against any claims under the Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, 1971 or any further rules and regulations framed there under, by or on behalf of any person directly or through petty contractors or sub-contractors employed by him or otherwise. The contractor shall solely be responsible for any accident / casualty to working staff at work place.

The contractor shall obtain valid licenses from the Licensing Authority specified in the Act, paying necessary license fee as per section 12 of the Act, 1970 and Rule 26 of the Central Rule 1971. In every case in which by virtue of section 20(2) and 21(4) of the Contract Labour (Regulation and Abolition) Act, 1970 the UPSBC is obliged to provide amenities or pay wages to labour employed by the contractor in executing the work, the UPSBC will recover from the contractor the expenditure so incurred by the UPSBC or wages so paid and without prejudice to the rights, of the UPSBC under section 20(2) and 21(4) of the said act, the UPSBC shall be at liberty to cover such amount of part thereof by deducting it from the security deposit or from any sum due by the UPSBC to the contractor, whether under this or any other contractors or otherwise.

The attention of the tenderer(s) is/are drawn to the Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971. Successful tenderer(s) shall comply with the provisions of the said Acts and Rules, the Unit Incharge, BCU-Hamirpur being the principal employer under the said Acts and Rules.

Provided that if any dispute arises as to the expenditure incurred by the UPSBC in the provisions of the said amenities and Provident Funds etc. the decisions of the Engineer thereon shall be final and binding.

3. GENERAL

i) All queries, disputes or differences arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction the place from which the acceptance of the tender is issued is situated.

ii) Site Facilities

The Contractor shall maintain office, godown, workshop, casting & stacking yard, other infra structure facilities etc. at work site.

The Contractor shall be responsible for safety and security of the stock items available at site and will provide lock and key facility for valuable official records.

iii) UPSBC shall not be responsible for any delay or loss due to repairs OR fault in Major & Minor T&P deployed by contractor.

iv) Passage upto site shall be prepared and maintained by contractor on either side of the river. More over the temporary passage across the river and Island for placing of cutting edge etc. will also be prepared and maintained by contractor. The amount on account of Island & passage making is already covered in the contract value.

v) Contractor shall provide temporary site office with table, chair and filtered drinking water for routine checking & project monitoring to the supervision staff and Engineer's representative.

vi) Steel Scrap shall be the property of UPSBC.

vii) Empty cement bags will have to be returned back to UPSBC otherwise the same shall be deducted from bill of Contractor @ 2.00 per bag.

viii) Steel consumption more than the norm shall be deducted from bill @ Rs. 60,000.00 per M.T.

**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 years service or more, on death the rate of 15 (fifteen) days wages for every completed year of service. The Act is applicable to establishments employing 10 (ten) or more employees.
- c) Employees P.F. and Miscellaneous Provision Act, 1952 (since amended): 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 maybe.
 - (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 (twenty) or more contract labour. (In the present Contract, the Contractor alone shall be the Employer or the principal Employer for all intents and purposes and under no circumstances shall the Employer or the Engineer be reckoned or treated as the principal Employer.)
- 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 (twenty) 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.

3. ARBITRATION(GCC Clause 25.4)

The procedure for arbitration will be as follows:

- (a) Except where the decision has become final, binding and conclusive in terms of GCC Clause 25.2 and 25.3 above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed asunder:

The sole arbitrator will be appointed by Managing Director, U.P. State Bridge Corporation Ltd. within 30 (thirty) days of receipt of reference from any party from amongst the serving Chief Project Manager, U.P. State Bridge Corporation Ltd., Banda except the Chief Project Manager, U.P. State Bridge Corporation Ltd., Banda who is/was the in-charge of the work.

If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- (b) In case of any dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, such disputes or differences shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause.
- (c) The decision of the Arbitrator shall be final and binding upon both the parties. The cost and expenses of the arbitration proceedings including any fee of the Arbitrator, if any, shall be paid equally by both the parties. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its pleadings, replies etc. as also the fees and expenses payable to the counsel appointed by such party shall be borne by each party itself.
- (d) It is also term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (e) The venue of the Arbitration shall be any place in Uttar Pradesh as may be fixed by the Arbitrator in his sole discretion and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (f) Performance under the Contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

NOTE: -Wherever there is a conflict or inconsistency between the "Special Conditions of Contract" and the other Conditions of Contract, the provisions stipulated in the "Special Conditions of Contract" shall prevail over and supersede those appearing in the other Conditions of the Contract.

Contract Data to General Conditions of Contract

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

Clause Reference

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

1. The Employer is: [C1.1.1]

Designation **Chief Project Manager, Chitrakoot, UP State Bridge Corporation Ltd, Banda (U.P.)**

Name of authorized Representative: **Project Manager, UP State Bridge Construction Unit Hamirpur**

2. The Engineer is

Designation: **Assistant Engineer**

Address: UP Bridge Construction Unit, Hamirpur (U.P.)

[C1.1.1]

Telephone No.(s): (Office)

Mobile No.

Facsimile (FAX) No.:

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

3. The Intended Completion Date for the whole of the Works is [C1.1.1,17&27]
after start of work.

4. The Site is located : with in Distt **HAMIRPUR** [C1.1.1]

5. The Start Date shall be **NIL** days after the date of issue of the Notice to [C1.1.1]
proceed with the work.

6. The works shall, inter-alia, include the following, as specified or as directed.

(A) C.D. Works including bridges

Site clearance; setting out, provision of foundations, piers abutments and bearings; pre- stressed/ reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/down-take pipes, provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the Site and handing over the works on completion; rectification of the Defects during the Defects Liability Period and submission of "As-built" drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the contract and to ensure safety.

(B) Building Works (T.S.A. &G.SA.)

Site clearance; setting out, provision of foundations, brick work RCC work, flooring, doors, windows, plastering, colour washing and painting making of drains water supply and sanitary works etc. may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the contract and to ensure safety.

7. Section completion is [Cl2.2]
8. The following documents also form part of the Contract: [Cl.2.3(11)]
-
9. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
(b) The language of the Contract documents is English. [Cl.3.1]
10. The Schedule of Other Contractors is attached. [Cl. 8.1]
11 A. The Technical Personnel for construction work are: [Cl. 9.1]

Annexure-I

S. No.	Position	Qualifications	Experience (Years)
(1)	Site Engineer	BE (Civil)	2 Years
(2)	Site Engineers	Diploma in Civil	10
(3)	Quality Assurance Engineer	Diploma in Civil/BSC	5

12. OPERATION & MAINTENANCE OF VEHICLES :-DELETED

12(a) Amount and deductible for insurance are:**[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 equipments	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 contract value Rs. 2 Crores	Rs. 2 lacs per occurrence for maximum three occurrences	
		For contract value more than Rs. 2 Crores	Rs. 2 lacs per occurrence for maximum six occurrences	

12(b) Amount and deductible for insurance are: [Cl. 13.3 (a)]

Item		Amount to be insured	Deductibles
A.	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

13. Site investigation report [Cl. 14.10]
As available with Project Manager
- 14 The key equipments/machinery for construction of works shall be: (Cl.16.2)
15. Competent authorities are: [Cl.24.1]
Chief Project Manager, UPSBCL (CHITRAKOOT) with powers up to Rs.1 Lac

Sl. No.	Name of Equipment / Machinery	Quantity

M.D., UPSBCL, Lucknow. with powers up to Rs. Three Lacs
Managing Director, UP STATE BRIDGE CORPORATION LTD., Lucknow with power above Rs. Three Lacs

17. (a) The period for submission of the programme for approval of Engineer [Cl.26.1] shall be TEN days from the issue of Letter of Acceptance.
- (b) The updated programme shall be submitted at interval of 60 days. [Cl.26.3]
- (c) The amount to be withheld for late submission of an updated programme shall be Rs. 10,000=00 per day for contract value upto 2 Crore and Rs. 20,000=00 per day for contract value above Rs. 2Crores. [Cl. 26.3]
- 18 The key equipment for field laboratory shall be: (Cl.31.1a)
19. No increase in rates of any items specified in Bill Of Quantities is allowed due to variation in quantities [Cl36.1]
20. The authorized person to make payments is Project Manager, U.P. State Bridge Corporation Ltd, Hamirpur. [Cl.39.2]

21. (a) Milestones to be achieved during the contract period
- (1) 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction
 - (2) 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction.
 - (3) 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of construction
- S.No. Name of Equipment / Machinery Quantity
S.No. Name of Equipment Quantity
As per IRC :SP : 20-2002
Appendix 10.1 & 10.2 or MORTH
- (b) Amount of liquidated damages for For Whole of work delay in completion of works 1 percent of the Initial Contract Price, rounded off to the nearest thousand, per month.
- (c) Maximum limit of liquidated damages for 10 per cent of the Initial delay in completion of work. Contract Price rounded off to the nearest thousand. [Cl.44.1]
- 22 The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents. [Cl.46.1]
23. (a) The Schedule of Operating and Maintenance Manuals N.A. [Cl.51.1]
- (b) The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be (Including L-Section and Cross Section of the road) [Cl.51.1]
24. The amount to be withheld for failing to supply “as-built” drawings by the date required is Rs. One Lac. [Cl.51.2]
- 25 (a) 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.52.2(i)]
- (b) The following events shall also be fundamental breach of contract: [Cl.52.2 (j.)]
“The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract.
26. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20%. [Cl.61.1]

Section 5

Specifications

For purpose of design, specifications and quality control the IRC Manuals & MoRT&H Specifications for bridge work shall form the part of the agreement. For items not covered in these manuals, UP State Bridge Corporation Ltd. Specifications or sound engineering practices as determined by the Engineer, in that order shall be followed.

TECHNICAL SPECIFICATIONS

1.1 Contract Drawings

All Drawings shall be provided by UPSBC.

1.2 Standards/Codes to be followed

The design of structural components shall conform to the criteria laid down in the latest edition of the following Codes of Practices, Standards and Specifications published upto 30 days prior to the last date of receipt of bids:

- (i) IRC Standard Specification and Code of Practice for Road Bridges:
 - Section I IRC 5 (1988) General Features of Design.
 - Section II IRC 6 (2000) Loads & Stresses
 - Section III IRC 21 (2000) Cement Concrete (Plain and Reinforced)
 - Section VI IRC 22 (1986) Composite Construction for Road Bridges (for permissible stress only)
 - Section VII IRC 78 (2000) Foundations & Substructures

 - Section IX IRC 83-2002 (Part III): Bearings, Part III: POT, POT-CUM- PTEF, PIN AND METALLIC GUIDE BEARINGS.
 - IRC18-2000 Design Criteria for Pre-stressed Concrete Road Bridges (Post tensioned Concrete)
 - IRC 45-1972 Recommendation for Estimating the Resistance of Soil below Maximum Scour level in Design of well Foundation of Bridges
 - IRC87-1984 Guidelines for the Design and Erection of False work for Road Bridges
 - IRC35-1997 Code of Practice for Traffic Marking (with Paints)
 - IRC37-2001 Guidelines for the Design of Flexible Pavements
 - IRC67-2001 Code of Practice for Road Signs
 - IRC79-1981 Recommended Practice for Road Delineators
 - IRC:SP:33-1988 Guidelines on Supplemental Measures for Design, Detailing & Durability on Important Bridge Structure
 - IRC:SP:47-1988 Guidelines on Quality System for Road Bridges (Plain, reinforced, Pre-stressed and Composite Concrete)
 - IRC:SP:69-2005 Guidelines & Specifications for Expansion Joints
 - IRC:SP:70-2005 Guidelines for the Use of High Performance Concrete in Bridges
 - IRC:SP:71-2006 Guidelines for Design and construction of Precast Pre-Tensioned Girders for Bridges
 - IS:456-2000 Indian Standard Code of Practice for plain and Reinforced Concrete
 - IS: 1944 (Part V) 1981 Code of Practice for Lighting of Public Thoroughfare: Part-5 Lighting of Grade Separated Junctions, Bridges and Elevated Roads(Group-D)
 - IS:1893 (Part 1): 2002 Indian Standard Criteria for Earthquake Resistant Design of Structures
- (ii) For any item not covered by IRC Code/ Standards, Specifications for Roads & Bridge Works of MORT&H, Govt. of India (4thEdition) with latest amendments shall be followed.
- (iii) For any item not covered by any of the (i) and (ii) above, the relevant provisions of I.S. Code of Practices shall be followed.
- (iv) For any item not covered by (i) to (iii) above, the relevant provisions from B.S. and AASHTO Code of Practices shall be followed.
- (v) For any item not covered by any of the above Standards and Specifications, sound engineering practice shall be followed. In this regard decision of the Engineer shall be final and binding.

MATERIALS SPECIFICATIONS: Concrete:

1. Mix design shall be provided by the department. The aggregate query has to be got approved by Engineer-in-charge before start of concreting work.
2. To improve workability of concrete, admixtures conforming to IS:6925 and IS:9103 may be permitted subject to satisfactory proven use. Admixtures generating hydrogen, nitrogen etc should not be used. Cement content in concrete shall not be less than as specified.
3. Maximum water cement ratio shall be as per mix design.

Reinforcement:

1. All reinforcing steel shall be High Yield Strength Deformed Bars (Grade designation **Fe 500**) conforming to IS: 1786 (except for mesh reinforcement which shall be MS bars Grade designation Fe-240 conforming to IS 432 part-I mild steel) from SAIL/TATA/RINL OR Approved by Engineer-in-charge.

Water:

1. Water to be used in concreting and curing shall conform to clause 302.4 of IRC21-2000.

(B) WORKMANSHIP /DETAILING

1. Minimum clear cover to all reinforcement including stirrups shall be 50mm unless shown and approved in the drawings.
2. For ensuring proper cover of concrete to reinforcement, concrete cover blocks shall be used.

3. Construction Joints:

- i). Before new concrete is poured, the surface of old concrete shall be prepared as under:
 - (a) For hardened concrete, the surface shall be thoroughly cleaned to remove debris and laitance and made rough so that $\frac{1}{4}$ of the size of aggregate is exposed but without dislodging the aggregate or structurally damaging the concrete.
 - (b) For partially hardened concrete, the surface shall be cleaned by wire brush followed by an air jet the old surface shall be soaked with water, without leaving puddles, immediately before starting concreting to prevent absorption of water from new concrete.

- ii). New concrete shall be thoroughly compacted in the region of the joint.

4. Welding of reinforcement bars shall not be permitted.

5. Laps of reinforcement:

- i. Minimum lap length of reinforcement shall be as per IS/IRC Specifications..
- ii. Not more than 50% of reinforcement shall be lapped at any one location.
- iii. For closely spaced bars lapping may be avoided by providing suitable type of mechanical splices.

6. Bending of reinforcement bars shall be as per IS:2502.

7. Supporting chairs of 12mm diameter shall be provided at suitable intervals as per IS:2502.

8. Concrete shall be produced in Batching and Mixing Plant of capacity as specified in Annexure-II of Vol. I Section 2 having integral weigh-batching facility and automatic water measuring and admixture-dispensing device.
9. Proper compaction of concrete shall be ensured by use of form and / or needle vibrators. Use of full width screed vibrators for compaction of concrete in deck slab shall be ensured.
10. Shuttering plates shall be suitably stiffened to enable the compaction by form vibrators.
11. Sharp edges of concrete shall be chamfered.

TECHNICAL CONDITIONS

1. SETTING OUT OF WORKS

- 1.1 The works shall be set out in accordance with the GAD and designs as submitted by the department.
- 1.2 The setting out of works shall consist of establishment of reference pillars, the layout of RCC structure supported on Piers, Columns, Abutments and solid fills in Reinforced Earth walls (RE walls) and its centerline according to the approved site plan. For this purpose, any permanent bench mark or reference pillars established during the survey, if available, shall be located or alternatively, the setting be done with reference to the permanent features i.e. pillars to be fixed at site and shall be got approved from the Engineer.
- 1.3 For the layout work and establishing the center line of the R.C.C. structures supported on the Piers, Columns, Abutments and Reinforced Earth (RE) walls solid fills, only one steel tape shall be used throughout the work and where work is done by traversing, the traverse shall be a closed one in case of minor errors these should be corrected by interpolation and the layout and the center line pillars got approved by the Engineer.
- 1.4 The center line of the R.C.C. structure supported on Piers, Columns, Abutments, solid fills in Reinforced Earth (RE) walls and the foundation shall be established by theodolite total station and the center marks shall be hatched on the embedded in concrete pillars of such dimensions and constructed at such intervals and places as may be directed by the Engineer. Likewise, the vertical profile of approaches/ Ramps shall also be established on the Centre Line..
- 1.5 The Contractor shall be responsible for the true and proper setting out of the works and all duties concerning the establishments of bench marks, permanent Theodolite stations, center line pillars etc. for performing all the functions necessary at commencement and during the progress of the work till final completion of the items of work which shall be carried out by the Contractor at his own cost.

Section 5 (Cont'd)
Drawings

All drawings shall be provided by the department.

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: Chief Project Manager(CKT), UPSBC Ltd, Banda

Name of Work: Construction Of Foundation and Substructure of P11, P12, P13, P14, P15 and A2 of 2 x 2-Lane Bridge Across River Yamuna On Hamirpur Bypass Road In District Hamirpur, U.P.

Contract No: 330/E-tender/CPM(CKT)/2019-20 DATE 31.07.2019

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Quantity	Units	Estimated Rate Without GST in Rs. P	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Providing and Constructing Temporary Island for Construction of Well Foundation for 7.50m dia. Well, up to 2.0m deep water. (MoRTH Spec. 1200)	4	Nos	64997	259988.00	INR Two Lakh Fifty Nine Thousand Nine Hundred & Eighty Eight Only
2	Providing and Laying Cutting Edge of Mild Steel for Well Foundation complete as per Drawing and Technical Specification. (MoRTH Spec. 1200 & 1900) (Cutting Edge in pieces shall be provided by UPSBC free of cost)	12.34	MT	8960	110566.40	INR One Lakh Ten Thousand Five Hundred & Sixty Six and Paise Forty Only
3	M-35 grade Reinforced cement concrete in well foundation excluding cost of cement & Superplasticizer as per drawings and clause 1200, 1500 & 1700 of MoRT&H specification in Well Curb (cement & Superplasticizer shall be provided by UPSBC free of cost)	536.18	M ³	5128.00	2749531.04	INR Twenty Seven Lakh Forty Nine Thousand Five Hundred & Thirty One and Paise Four Only
4	M-35 grade Reinforced cement concrete in well foundation excluding cost of cement & Superplasticizer as per drawings and clause 1200, 1500 & 1700 of MoRT&H specification in Well Steining (cement & Superplasticizer shall be supplied by UPSBC free of cost)	10768.42	M ³	4530.00	48780942.60	INR Four Crore Eighty Seven Lakh Eighty Thousand Nine Hundred & Forty Two and Paise Sixty Only
5	M-35 grade Reinforced cement concrete in well foundation excluding cost of cement & Superplasticizer as per drawings and clause 1200, 1500 & 1700 of MoRT&H specification in well False Steining (cement & Superplasticizer shall be supplied by UPSBC free of cost)	166.17	M ³	4530.00	752750.10	INR Seven Lakh Fifty Two Thousand Seven Hundred & Fifty and Paise Ten Only
6	M-25 grade plain cement concrete with 10 percent extra cement in well foundation excluding cost of cement as per drawings and clause 1200, 1500 & 1700 of MoRT&H specification in Bottom Plug (cement shall be supplied by the UPSBC free of cost)	1324.58	M ³	4080.00	5404286.40	INR Fifty Four Lakh Four Thousand Two Hundred & Eighty Six and Paise Forty Only

7	M-25 grade plain cement concrete in well foundation excluding cost of cement as per drawing and clause 1200, 1500 & 1700 of MoRT&H specification in Intermediate Plug (cement shall be supplied by the UPSBC free of cost)	62.96	M ³	4096.00	257884.16	INR Two Lakh Fifty Seven Thousand Eight Hundred & Eighty Four and Paise Sixteen Only
8	M-30 grade reinforced cement concrete in well foundation excluding cost of cement & Superplasticizer as per drawings and clause 1200, 1500 & 1700 of MoRT&H specification in Well Cap (cement & Superplasticizer shall be supplied by the UPSBC Ltd. free of cost)	854.58	M ³	4110.00	3512323.80	INR Thirty Five Lakh Twelve Thousand Three Hundred & Twenty Three and Paise Eighty Only
9.1	Sinking of 7.50m external diameter well (other than pneumatic method of sinking) through all types of strata namely sandy soil, clayey soil and rock complete as per drawings and clause 1200 of MoRT&H specification. Depth of sinking recorded from actual cutting edge level recorded jointly before actual execution of the works including rectification of tilt & shift, if any. Well Depth up to 03 m	60.00	RM	14204.00	852240.00	INR Eight Lakh Fifty Two Thousand Two Hundred & Forty Only
9.2	Sinking of 7.50m external diameter well (other than pneumatic method of sinking) through all types of strata namely sandy soil, clayey soil and rock complete as per drawings and clause 1200 of MoRT&H specification. Depth of sinking recorded from actual cutting edge level recorded jointly before actual execution of the works including rectification of tilt & shift, if any. Well Depth up to 03-10 m	84.00	RM	20388.00	1712592.00	INR Seventeen Lakh Twelve Thousand Five Hundred & Ninety Two Only
9.3	Sinking of 7.50m external diameter well (other than pneumatic method of sinking) through all types of strata namely sandy soil, clayey soil and rock complete as per drawings and clause 1200 of MoRT&H specification. Depth of sinking recorded from actual cutting edge level recorded jointly before actual execution of the works including rectification of tilt & shift, if any. Well Depth up to 10-20 m	120.00	RM	23677.00	2841240.00	INR Twenty Eight Lakh Forty One Thousand Two Hundred & Forty Only
9.4	Sinking of 7.50m external diameter well (other than pneumatic method of sinking) through all types of strata namely sandy soil, clayey soil and rock complete as per drawings and clause 1200 of MoRT&H specification. Depth of sinking recorded from actual cutting edge level recorded jointly before actual execution of the works including rectification of tilt & shift, if any. Well Depth up to 20-30 m	120.00	RM	55515.00	6661800.00	INR Sixty Six Lakh Sixty One Thousand Eight Hundred Only
9.5	Sinking of 7.50m external diameter well (other than pneumatic method of sinking) through all types of strata namely sandy soil, clayey soil and rock complete as per drawings and clause 1200 of MoRT&H specification. Depth of sinking recorded from actual cutting edge level recorded jointly before actual execution of the works including rectification of tilt & shift, if any. Well Depth up to 30-38 m	96.00	RM	102166.00	9807936.00	INR Ninety Eight Lakh Seven Thousand Nine Hundred & Thirty Six Only

10	Back filling of dredged out material in wells complete as per drawing and clause 1207 of MoRT&H specification.	2810.69	M ³	109.00	306365.21	INR Three Lakh Six Thousand Three Hundred & Sixty Five and Paise Twenty One Only
11	Straightening, Cutting, bending and placing HYSD bar reinforcement in foundation complete as per drawing and technical specifications (Tor Steel shall be supplied by the UPSBC free of cost)	429.53	MT	5621.00	2414388.13	INR Twenty Four Lakh Fourteen Thousand Three Hundred & Eighty Eight and Paise Thirteen Only
12	M-35 grade reinforced cement concrete in sub structure (Pier, Pier Cap, Abutment Column & Top Beam, Bearing Pedastal, Back wall, Wing Wall, Parrpet etc.) excluding cost of cement & Superplasticizer as per drawings and clause 1200, 1500 & 1700 of MoRT&H specification (cement & Superplasticizer shall be supplied by the UPSBC free of cost)	1644.74	M ³	4888.00	8039489.12	INR Eighty Lakh Thirty Nine Thousand Four Hundred & Eighty Nine and Paise Twelve Only
13	Straightening,Cutting, bending and placing HYSD bar reinforcement in sub structure complete as per drawing and technical specifications (Tor Steel shall be supplied by the UPSBC free of cost)	272.90	MT	5754.00	1570266.60	INR Fifteen Lakh Seventy Thousand Two Hundred & Sixty Six and Paise Sixty Only
Total in Figures					96034589.56	Nine Crore Sixty Lakh Thirty Four Thousand Five Hundred & Eighty Nine and Paise Fifty Six Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only			

Section 7
Bill of Quantities Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
- 2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract (except cost of cement, steel, cutting edge and MS Liner which shall be provided by the department free of cost).
5. Arithmetic errors will be corrected by the Employer pursuant to Clause 27 of the Instructions to Bidders.

Signature of the contractor

Section 8

**Letter of Acceptance and Other Forms
OFFICE OF THE CHIEF PROJECT MANAGER,
U.P. STATE BRIDGE CORPORATION LIMITED ,BANDA**

NO.....

DATED.....

LETTER OF ACCEPTANCE

To,
M/s.....

.....
.....

This is to notify you that on behalf of the Employer, the Chief Project Manager, U.P. State Bridge Corporation Ltd., Banda has accepted your Bid dated for execution of the
.....for the Contract Price of Rs.....
(Rs.....only) is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, in the form detailed in Cl.32 of ITB for an amount of Rs.(Rs.....) within 15 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period (i.e. up to) and sign the contract, failing which action as stated in Cl. 32.3 of ITB will be taken.

Yours faithfully,

**Chief Project Manager
U.P. State Bridge Corporation Ltd, Banda**

No. & Dated as above.

Copy to :- Project Manager, U.P. State Bridge Corporation Ltd, Bridge Construction Unit, Hamirpur for information & necessary action.

**Chief Project Manager
U.P. State Bridge Corporation Ltd, Banda**

**(b) Form of unconditional Bank guarantee for advance
payment BANK GUARANTEE FOR ADVANCE
PAYMENT**

To,
Project Manager

U.P. State Bridge Corporation Ltd., Hamirpur

Gentlemen:

In accordance with the provisions of the General Conditions of contract, clause 45 (“Advance Payment”) of the Contract, _____ [name and address of Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his 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 first demand without whatsoever right of objection on our part and without his 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 Contractor of Work to be performed thereunder or of any of the Contractor documents which may be released 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.

**(c) Form of unconditional Bank guarantee “Performance Bank Guarantee”).
PERFORMANCE BANKGUARANTEE**

To,

Project Manager,

U.P. State Bridge Corporation Ltd., Hamirpur

WHERE AS _____ [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 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 there in.

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 there under 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.

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period of 5 years after intended completion date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Form of Bid Security

(Bank Guarantee)

BANK GUARANTEE

..... Bank's Name, and Address of Issuing Branch or Office
..... Beneficiary : Name and Address of
Employer

Dated :
..... Bid
Security No. :

We have been informed that name of the Bidder (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the bid") for execution of (insert) ofname of work under Invitation for Bid No. ("the IFB").

Furthermore, we understand that, according to your conditions, bid must be supported by a bid guarantee. At the request of the Bidder, we name of Bank hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Amount in figures

..... (..... amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

- (a) has withdrawn its bid during the period of bid validity specified by the Bidder in the Form of bid: or
- (b) having been notified of the acceptance of its bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

The guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and performance security issued to you upon the instruction of the Bidder, and (b) if the Bidder is not the successful Bidder upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder, or (ii) Ninety days (90) after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

..... Banks's Seal and authorized signature(s)

Note :-All utedalized text is for use in preparing this form and shall be deleted from the final document.
