

# **AYODHYA DEVELOPMENT AUTHORITY, AYODHYA**

Civil line, parikrama marg, Ayodhya.

## **PRE-QUALIFICATION BID**

Name of work: - अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।

Date of Tender: - 20.02.2026 - 10.03.2026, 04:00PM

Date of Opening Technical Bid: - 11.03.2026, 02:00PM

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## **PART- I**

# **तकनीकी बिड**

## Section 1

### कार्यालय, अयोध्या विकास प्राधिकरण, अयोध्या

#### ई-निविदा सूचना

कार्यालय-अयोध्या विकास प्राधिकरण द्वारा ठेकेदारों से निम्नानुसार प्रतिस्पर्धात्मक ई-निविदा के माध्यम आमन्त्रित की जाती है। विस्तृत नियम व शर्तों की जानकारी कार्यालय कार्य दिवस में अभियन्त्रण अनुभाग से प्राप्त की जा सकती है।

क्र० सं०	कार्य का नाम	आगणन धनराशि	धरोहर धनराशि	निविदा मूल्य (GST सहित)	निविदा जमा करने की अंतिम तिथि	कार्य की अवधि
1	2	3	4	5	6	7
1.	अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।	95,55,762.63	1,91,200.00	5,900.00	10.03.2026 04:00PM	07 माह

#### (क) नोट -

- विस्तृत जानकारी ई-निविदा पोर्टल [etender.up.nic.in](http://etender.up.nic.in), प्राधिकरण की बेबसाइट [www.ayodhyada.in](http://www.ayodhyada.in) तथा कार्यालय कार्य दिवस में अभियन्त्रण अनुभाग से प्राप्त की जा सकती है।
- टेंडर डालने से पूर्व निविदा मूल्य (Tender Coast/ Bid Processing Fee) व धरोहर धनराशि (Earnest Money Deposit) प्राधिकरण कोष, में दिये गये लिंक <https://emdada.ayodhyada.in/loginWithotp> के माध्यम से केवल ऑनलाइन जमा किया जाना अनिवार्य होगा।

#### (ख) नोट - विस्तृत नियम व शर्तों की जानकारी प्राधिकरण कार्यालय कार्य दिवस में अभियन्त्रण अनुभाग से अथवा [Ayodhya.in/etender.up.nic.in](http://Ayodhya.in/etender.up.nic.in) के माध्यम से प्राप्त की जा सकती हैं।

- उक्त वेबसाइट के माध्यम से निविदा प्रपत्र का मूल्य Tender Fee मद में एवं धरोहर राशि 'EMD' मद में जमा करनी होगी। प्रमुख सचिव, लोक निर्माण अनुभाग, उ० प्र० शासन के शासनादेश संख्या 692/23-07-2024 दिनांक 09.08.2024 के द्वारा निर्माण कार्यों में स्वीकृत लागत से कम लागत की असंतुलित निविदा दरों में अतिरिक्त परफार्मेंस सिक्योरिटी लिए जाने के अनुसार यदि न्यूनतम निविदादाता की निविदित लागत, स्वीकृत (बी0ओ0क्यू०) लागत से 10 प्रतिशत तक कम (below) है तो उस पर कोई अतिरिक्त परफार्मेंस सिक्योरिटी नहीं ली जायेगी। तथा यदि न्यूनतम निविदादाता की निविदित लागत, स्वीकृत (बी0ओ0क्यू०) लागत से 10 प्रतिशत से अधिक कम (below) है तो 10 प्रतिशत से अधिक कमी (below) के सापेक्ष 1 प्रतिशत प्रति प्रतिशत कम (below) दर पर अतिरिक्त परफार्मेंस सिक्योरिटी ली जायेगी जिसे ठेकेदार से अनुबंध गठन के समय जमा कराया जायेगा। निर्धारित समयावधि के अन्तर्गत अतिरिक्त सिक्योरिटी/परफार्मेंस गारण्टी प्राधिकरण में जमा न कराये जाने पर सम्बन्धित निविदादाता को 01 वर्ष की अवधि हेतु निविदाओं में प्रतिभाग किये जाने से डिबार किया जायेगा व निविदा की जमानत धनराशि (ई०एम०डी०) को भी जब्त कर लिया जायेगा। जमानत धनराशि एवं अतिरिक्त सिक्योरिटी/परफार्मेंस गारण्टी प्राधिकरण की उल्लिखित टेंडर डाक्यूमेन्ट के नियमों के अनुसार देय होगी।
  - यदि निविदादाता/ठेकेदार द्वारा निविदा 10 प्रतिशत से 15 प्रतिशत तक निम्न डाली जाती है, इस संबंध में डिफेक्ट लायबिलिटी पीरियड की अवधि 02 वर्ष होगी जिसको निम्न सारणी के अनुसार अवमुक्त किया जायेगा।

क्र० सं०	वर्ष	जमानत धनराशि अवमुक्त किये जाने की सारणी	अतिरिक्त परफार्मेंस गारण्टी धनराशि अवमुक्त किये जाने की सारणी
1	अन्तिम भुगतान का वर्ष	प्रथम 05 प्रतिशत	20 प्रतिशत

2	अन्तिम भुगतान के पश्चात प्रथम वर्ष	निल	30 प्रतिशत
3	अन्तिम भुगतान के पश्चात द्वितीय वर्ष	अंतिम 05 प्रतिशत	50 प्रतिशत

- यदि निविदादाता/ठेकेदार द्वारा निविदा 15 प्रतिशत से 20 प्रतिशत तक निम्न डाली जाती है, इस संबंध में डिफेक्ट लायबिलिटी पीरियड की अवधि 03 वर्ष होगी जिसको निम्न सारणी के अनुसार अवमुक्त किया जायेगा।

क्र० सं०	वर्ष	जमानत धनराशि अवमुक्त किये जाने की सारणी	अतिरिक्त परफार्मेंन्स गारण्टी धनराशि अवमुक्त किये जाने की सारणी
1	अन्तिम भुगतान का वर्ष	प्रथम 05 प्रतिशत	10 प्रतिशत
2	अन्तिम भुगतान के पश्चात प्रथम वर्ष	निल	20 प्रतिशत
3	अन्तिम भुगतान के पश्चात द्वितीय वर्ष	निल	20 प्रतिशत
4	अन्तिम भुगतान के पश्चात तृतीय वर्ष	अंतिम 05 प्रतिशत	50 प्रतिशत

- यदि निविदादाता/ठेकेदार द्वारा निविदा 20 प्रतिशत से अधिक निम्न डाली जाती है, इस संबंध में डिफेक्ट लायबिलिटी पीरियड की अवधि 05 वर्ष होगी जिसको निम्न सारणी के अनुसार अवमुक्त किया जायेगा।

क्र० सं०	वर्ष	जमानत धनराशि अवमुक्त किये जाने की सारणी	अतिरिक्त परफार्मेंन्स गारण्टी धनराशि अवमुक्त किये जाने की सारणी
1	अन्तिम भुगतान का वर्ष	प्रथम 05 प्रतिशत	05 प्रतिशत
2	अन्तिम भुगतान के पश्चात प्रथम वर्ष	निल	10 प्रतिशत
3	अन्तिम भुगतान के पश्चात द्वितीय वर्ष	निल	10 प्रतिशत
4	अन्तिम भुगतान के पश्चात तृतीय वर्ष	निल	10 प्रतिशत
5	अन्तिम भुगतान के पश्चात चतुर्थ वर्ष	निल	15 प्रतिशत
6	अन्तिम भुगतान के पश्चात पंचम वर्ष	अंतिम 05 प्रतिशत	50 प्रतिशत

- निविदा की दरों में जी०एस०टी० अथवा कोई कर सम्मिलित नहीं है। जी०एस०टी० नियमानुसार अतिरिक्त देय होगा।
- कार्य की मात्रा में कमी/बढ़ोत्तरी अथवा विभाजित करने अथवा किसी भी निविदा को बिना कारण बताये निरस्त करने का अधिकार उपाध्यक्ष, अयोध्या विकास प्राधिकरण में निहित है, जिसके विरुद्ध निविदादाता का कोई क्लेम मान्य नहीं होगा।
- निविदा की स्वीकृति की दशा में जमानत धनराशि हेतु स्वीकृत कार्य के लागत की 10 प्रतिशत धनराशि में से निविदादाता द्वारा अनुबन्ध के समय 5 प्रतिशत जमानत धनराशि हेतु निविदा के डालते समय ई.एम.डी. धनराशि को समायोजित करते हुये शेष धनराशि ठेकेदार द्वारा देय होगी अथवा निविदादाता द्वारा अनुबन्ध के समय 05 प्रतिशत की सम्पूर्ण धनराशि जमा करने के उपरान्त ई.एम.डी. की धनराशि अवमुक्त करा सकता है। निविदादाता की शेष 5 प्रतिशत जमानत धनराशि चलित देयको से काटी जायेगी।
- निविदादाता को आयकर विभाग, श्रम विभाग एवं जी०एस०टी० में पंजीकरण कराना अनिवार्य होगा। शासन द्वारा समय-समय पर लागू आयकर, लेबर सेस एवं अन्य करों की कटौती ठेकेदार के बिलों से नियमानुसार की जायेगी।
- उ०प्र० भवन एवं अन्य सन्निर्माण कर्मकार नियोजन तथा सेवा शर्त विनियम नियमावली वर्ष-2009 के विनियम 24 (2) के अन्तर्गत प्रत्येक संविदा हेतु श्रम विभाग में एकल पंजीकरण कराना अनिवार्य है। अतः अनुबन्ध गठन के पश्चात् उक्त पंजीकरण प्रमाण-पत्र प्रस्तुत करना होगा, जिसके उपरान्त ही चलित देयक का भुगतान किया जायेगा।

7. स्टेट बार कौन्सिल में पंजीकृत व्यक्ति एवं आपराधिक रिकार्ड वाले निविदादाता को निविदा प्रक्रिया में भाग लेने की अनुमति नहीं है। साथ ही यदि निविदादाता का सगा सम्बन्धी (First blood relation & their dependant) अयोध्या विकास प्राधिकरण में कार्यरत है तो उसे भी निविदा प्रक्रिया में भाग लेने की अनुमति नहीं है।
8. निविदादाता द्वारा दिये गये दस्तावेजों/प्रमाण-पत्रों के गलत पाये जाने पर कार्य/अनुबन्ध की स्वीकृति को तत्काल निरस्त करते हुए ठेकेदार द्वारा जमा धरोहर/जमानत धनराशि को जब्त कर लिया जायेगा तथा ठेकेदार को काली सूची में डाल दिया जायेगा।
9. अयोध्या विकास प्राधिकरण या अन्य किसी भी विकास प्राधिकरणों/आवास एवं विकास परिषद में पंजीकृत फर्म निविदा में प्रतिभाग कर सकती हैं। अयोध्या विकास प्राधिकरण में पंजीकृत निविदादाताओं के अतिरिक्त अन्य निविदादाताओं को सम्बन्धित विभाग का पंजीकरण प्रमाण-पत्र प्रस्तुत करना होगा। ऐसे निविदादाता को सफलता की स्थिति में अनुबंध से पूर्व अयोध्या विकास प्राधिकरण में नियमानुसार अपनी फर्म का पंजीकरण कराना होगा। कुछ ऐसे कार्य जिसमें पंजीकरण अनिवार्य नहीं हो, की शर्तों के अंतर्गत यदि कोई निविदादाता किसी निविदा में प्रतिभाग करता है तो ऐसे निविदादाताओं, जो अयोध्या विकास प्राधिकरण में पंजीकृत नहीं हैं, को सफलता की स्थिति में अनुबंध के समय अयोध्या विकास प्राधिकरण में नियमानुसार अपनी फर्म का पंजीकरण कराना होगा। ऐसे सफल निविदादाता उसी कार्य विशेष हेतु भी अपना प्रोफार्मा रजिस्ट्रेशन करा सकते हैं, जो केवल उसी कार्य विशेष हेतु ही मान्य होगा, किसी अन्य कार्य की निविदा में प्रतिभाग करने हेतु मान्य नहीं होगा। उक्त प्रोफार्मा रजिस्ट्रेशन में रजिस्ट्रेशन पुस्तिका शुल्क एवं सम्बन्धित श्रेणी की पंजीकरण धनराशि जमा करनी होगी, पंजीकरण की जमानत धनराशि जमा करने की आवश्यकता नहीं होगी।
10. आमंत्रित निविदा में ऐसे कार्य, जिसमें अन्य विकास के साथ-साथ बिटुमिनस सड़क सम्बन्धी कार्य भी सम्मिलित हों, ऐसी स्थिति में कार्य की कुल बी०ओ०क्यू० धनांक से 50 प्रतिशत अधिक के बिटुमिनस सड़क सम्बन्धी कार्य जो न्यूनतम रू० 25.00 लाख की धनराशि से कम न हो, के बिटुमिन सम्बन्धी कार्य होने पर प्रतिभागी फर्म के पास स्वयं का प्लाण्ट होने का शपथ पत्र के साथ हाट मिक्स प्लाण्ट एवं उससे सम्बन्धित टूल्स एण्ड प्लाण्ट की उपलब्धता का नोटरी से प्रमाणित कराते हुए प्रमाण पत्र संलग्न करना होगा। अथवा प्रतिभागी फर्म द्वारा किराये/लीज पर लिये जाने की दशा में कार्य विशेष जिसके लिए निविदा आमंत्रित की गयी है, हेतु फर्म जिसके पास हॉट मिक्स प्लांट व वांछित मशिनरी/टूल्स हो, से उपयोग करने सम्बन्धी सहमति का शपथ पत्र नोटरी से प्रमाणित करते हुए संलग्न करना होगा। (शपथ पत्र में प्लांट की क्षमता एवं मेक इत्यादि का उल्लेख करना अनिवार्य है।) यह प्राविधान रू० 10.00 करोड़ तक की लागत की निविदाओं पर ही लागू होंगे, इससे अधिक लागत के कार्य पर स्वामित्व होना अनिवार्य है। हॉट मिक्स प्लाण्ट प्राधिकरण मुख्यालय/कार्यस्थल से 50 कि०मी० परिधि में स्थापित होना अनिवार्य होगा। बिटुमिनस सड़क सम्बन्धी कार्य में बी०एम०, बी०सी०, एस०डी०बी०सी०, टैक कोट, प्राइम कोट, जी०एस०बी०, डब्लू०एम०एम० आदि कार्य सम्मिलित हैं।
11. आमंत्रित निविदा में ऐसे कार्य जिसमें अन्य विकास के साथ-साथ सी०सी० सड़क व आर०सी०सी० ड्रेन निर्माण के कार्य सम्मिलित हो, जो कुल बी०ओ०क्यू० धनराशि से 50 प्रतिशत अधिक धनराशि के हो, जो न्यूनतम रू० 25.00 लाख की धनराशि से कम न हो ऐसे कार्य हेतु सम्बन्धित प्रतिभागी फर्म के पास स्वयं का प्लाण्ट होने का शपथ पत्र के साथ Computerised readymix Plant (RMC) एवं उससे सम्बन्धित टूल्स एण्ड प्लाण्ट की उपलब्धता का नोटरी से प्रमाणित कराते हुए प्रमाण पत्र संलग्न करना होगा। अथवा प्रतिभागी फर्म द्वारा किराये/लीज पर लिये जाने की दशा में कार्य विशेष जिसके लिए निविदा आमंत्रित की गयी है, हेतु फर्म जिसके पास Computerised readymix Plant (RMC) व वांछित मशिनरी/टूल्स हो, से उपयोग करने सम्बन्धी सहमति का शपथ पत्र नोटरी से प्रमाणित करते हुए संलग्न करना होगा। (शपथ पत्र में प्लांट की क्षमता एवं मेक इत्यादि का उल्लेख करना अनिवार्य है।) यह प्राविधान रू० 10.00 करोड़ तक की लागत की निविदाओं पर ही लागू होंगे, इससे अधिक लागत के कार्य पर स्वामित्व होना अनिवार्य है। Computerised readymix Plant (RMC) प्राधिकरण मुख्यालय/कार्यस्थल से 50 कि०मी० परिधि में स्थापित होना अनिवार्य होगा।
12. पंजीकृत ठेकेदार अपनी श्रेणी के अलावा एक श्रेणी नीचे तक भी कार्य ले सकेंगे। यदि एक श्रेणी से अधिक निम्न श्रेणी की निविदा डाली जाती है, तो उसकी धरोहर राशि जब्त कर ली जाएगी तथा पुनरावृत्ति की स्थिति में फर्म को डिबार/ब्लैक लिस्ट किया जा सकता है।
13. निविदा खोलने की तिथि को अवकाश की स्थिति में निविदा अगले कार्य दिवस में खोली जायेगी।
14. सशर्त निविदा मान्य नहीं होगी।

15. निविदा आमन्त्रण सूचना के नियम व शर्तों तथा निविदा प्रपत्रों में उल्लिखित नियम व शर्तों में यदि कोई भिन्नता होती है तो निविदा आमन्त्रण सूचना की नियम व शर्तें ही मान्य होंगी।
16. निविदा की दरें निविदा प्राप्ति की अन्तिम तिथि से 90 दिन तक वैध होने के सम्बन्ध में ₹० 100/- के नॉन जुडिशियल स्टैम्प पेपर पर अपडर टेकिंग निविदा के साथ अपलोड करनी आवश्यक होगी।
17. तकनीकी बिड में संलग्न किये जाने वाले वांछित प्रपत्रों की नम्बरिंग करते हुए, उनकी विषय सूची (किस पृष्ठ पर कौन सा प्रपत्र संलग्न है) संलग्न करनी आवश्यक होगी। साथ ही वांछित प्रपत्रों का स्वप्रमाणित भी होना आवश्यक होगा।
18. समान कार्यों की सूची साथ में संलग्न है। निविदादाता की निविदा उल्लिखित कार्य के अनुभव की मान्य होगी एवं संलग्न सूची के अनुसार समान कार्यों के अनुभव भी मान्य होंगे।
19. सफल निविदादाता से स्वीकृत निविदा धनराशि का 05 प्रतिशत जमानत धनराशि अनुबन्ध के समय RTGS/FD/ Bank Guaranty/ KVP /NSC के रूप में जमा करायी जाएगी।
20. किसी भी एक अथवा समस्त निविदाओं को अस्वीकृत कर देने का अधिकार सुरक्षित रहेगा इस सम्बन्ध में किसी भी व्यक्ति तथा व्यक्तियों द्वारा निविदा के अस्वीकृत होने के कारण को पूछा नहीं जा सकता है।
21. किसी भी निविदा पर तब तक विचार नहीं किया जायेगा जब तक कि उसके साथ अग्रिम धनराशि जमा करने की रसीद अथवा निविदा सूचना के अनुसार अग्रिम धनराशि संलग्न न होगी।
22. निविदा की दर तथा जोड़ को शब्दों तथा अंकों में स्पष्ट रूप से भरा जायें तथा कोई भी कटिंग व ओवर राइटिंग न की जायेगी अन्यथा निविदा अस्वीकृत कर दी जायेगी।
23. सफल निविदा दाता निविदा की स्वीकृति प्राप्त करने के पश्चात 15 दिन के अन्दर स्पष्ट रूप से अनुबन्ध पर हस्ताक्षर नहीं करेंगे तो निविदा के साथ जमा किया हुआ धनराशि जब्त कर लिया जायेगा तथा निविदा की स्वीकृति वापस कर ली जायेगी।
24. जो पता ठेकेदार का निविदा में मिलेगा वही पता मान्य होगा और इस पते पर भेजी गई डाक यदि डाकखाने से किसी कारण से वितरित न होकर वापस हो जाती है तो समझा जायेगा कि ठेकेदार द्वारा स्वीकार कर ली गई है।
25. सामान्य निविदा के लिए प्रत्येक कार्य की निविदा के लिफाफे पर कार्य का नाम स्पष्ट रूप से अंकित होगी।
26. साधारण एवं विशेष शर्तों/नियमों का पालन न होने पर निविदा मान्य न होगी और ठेकेदार को डिबार कर दिया जायेगा एवं ब्लैक लिस्ट भी किया जा सकता है।
27. निविदादाता द्वारा दिये गये दस्तावेजों / प्रमाण-पत्रों के गलत पाये जाने पर कार्य/ अनुबन्ध की स्वीकृति को तत्काल निरस्त करते हुए ठेकेदार द्वारा जमा धरोहर/ जमानत धनराशि के सम्बन्ध में सक्षम स्तर से निर्णय लेते हुए कार्यवाही की जायेगी तथा ठेकेदार को डिबार/ ब्लैक-लिस्ट किया जा सकता है।
28. फर्म द्वारा निविदा में प्रतिभाग करने से पूर्व स्थल की भौतिक स्थिति से भली-भांति आश्र्वत (Awareness) होना अनिवार्य है।

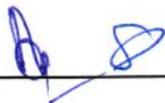


पी०डब्लू०सी०  
(अभियन्त्रण अनुभाग)



अधि०अभि०  
अयोध्या विकास प्राधिकरण  
अयोध्या

ठेकेदार के हस्ताक्षर  
तथा पता:



## तकनीकी बिड के साथ अपलोड किये जाने वाले प्रपत्र -

निविदा 2 बिड सिस्टम के आधार पर डाली जायेगी तकनीकी बिड में निम्नलिखित अभिलेख रखे जायेंगे।

1. उपयुक्त श्रेणी में पंजीकृत होने का प्रमाण पत्र।
2. अर्नेस्ट मनी डिपोजिट जमा करने का प्रमाण पत्र।
3. टेण्डर मूल्य जमा करने का प्रमाण पत्र।
4. समान कार्य अनुभव प्रमाण पत्र। (संलग्न प्रपत्र पर)
5. UDIN सहित टर्न ओवर प्रमाण पत्र।
6. टी0 एण्ड पी0 का शपथ पत्र।
7. तकनीकी स्टाफ का शपथ।
8. फर्म का विवरण (प्रोपराइटर/पार्टनरशिप/प्रा0लि0/लि0)
9. चरित्र प्रमाण पत्र। (पी0डब्ल्यू0डी0-टी-4 प्रपत्र पर)
10. पार्टनरशिप डीड (आवश्यकता अनुसार)/ MOA of company
11. बैंक सर्टिफिकेट। (संलग्न प्रपत्र पर)
12. साल्वेन्सी (हैसियत प्रमाण पत्र)। (पी0डब्ल्यू0डी0-टी-5 प्रपत्र पर)
13. बैंक साल्वेन्सी (संलग्न प्रपत्र पर)
14. ब्लैक लिस्टिंग न होने का शपथ पत्र।
15. श्रम विभाग का पंजीकरण
16. आयकर रिटर्न (विगत 03 वर्ष)
17. ESI, EPF के प्रपत्र (मैनपावर से सम्बंधित निविदयो के लिए मान्य)
18. पॉवर ऑफ अटोर्नी
19. बिड कपैसिटी (Section 3 Qualification Information) निर्धारित शपथ पत्र पर।
20. Anti-Collusion certificate (संलग्न प्रपत्र पर)
21. बैंक द्वारा जारी Seek Reference Certificate (संलग्न प्रपत्र पर)
22. Assessed available bid capacity की गणना (फर्म के लेटर हेड पर)

तकनीकी रूप से अर्ह निविदादाता की ही निविदा की वित्तीय बिड खोली जायेगी। क्रम संख्या 1 से लेकर 22 तक के प्रपत्र अपलोड करना अनिवार्य है। विस्तृत विवरण के लिए REQUIREMENTS FOR PREQUALIFICATION OF TENDER में निर्धारित नियम शर्तों का अवलोकन अवश्य कर लें।



अवर अभियन्ता  
अ0वि0प्रा0अयो0



सहायक अभियन्ता  
अ0वि0प्रा0अयो0



अधिशाली अभियन्ता  
अ0वि0प्रा0अयो0

### Envelope –

- a) Price bid duly filled in all respects in the original tender documents.
- b) Non-Judicial stamp paper of Rs. 10/- (Rs. Ten Only) of UP along with Rs. 1/- revenue stamp.
- c) System to open Tenders:
- d) Envelope No-1 containing the earnest money deposit and pre-qualification document shall be opened first on specified date & time.
- e) Envelope No-2 shall be containing the sealed price bid of only pre-qualified tenders shall be opened on the fixed date. The quoted rates of various tenders will be read out. Tenders desirous to be present shall be allowed at the time of opening of price bid.

### REQUIREMENTS FOR PREQUALIFICATION OF TENDER –

1. Tender Cost- निविदा सूचना के अनुसार ऑनलाइन जमा करानी होगी।
2. E.M.D.- निविदा सूचना के अनुसार ऑनलाइन जमा करानी होगी।
3. Proof of solvency:  
**Minimum solvency required is 40% of total estimated cost of the tender.**
  - (i) In case individuals, firms and Undivided Hindu Families, proof of solvency of the applicant will consist of a fixed assets certificate (हैसियत प्रमाण पत्र) signed by the District Magistrate and required Solvency certificate signed by Manager of the bank regarding the cash assets of the applicant. (issue within a period of maximum six months from the date of publication of tender) From Nationalized/ Scheduled Bank.
  - (ii) In case of private limited company/ public limited company/ LLP Firm the proof of the company solvency will be its last balance sheet audited and certified by the Chartered Accountant or certificate/ reference of a Nationalised/ Scheduled bank. (issue within a period of maximum six months from the date of publication of tender)
4. Average annual financial turnover on Construction works should be at least **30% of the** estimated cost during the immediate LAST 3 consecutive financial years Certified from CA with UDIN No.
5. Proof of Bank Certificate required - 15% of the total value of work (issue within a period of maximum three months). From Nationalized/Scheduled Bank.
6. Proof of previous experience: **(C.C. Road work and RCC Drain only)**
  - (1) Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited with Govt./ Semi Govt./ PSU only:  
Three similar completed works costing not less than the amount equal to **40%** of estimated cost put to tender  

or

Two similar completed works costing not less than the amount equal to **50%** of estimated cost put to tender  

or

One similar completed works of aggregate cost not less than the amount equal to **80%** of estimated cost put to tender.

कार्य का नाम - अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।

(2) Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited:

For Similar works of different work: -		
S.N.	Nature of Work	Experience Required
1.	Bituminous Road work, Resurfacing work	Experience in Bituminous Road Work Only.
2.	Building Construction/ Multistorey Building Construction	Experience in building/ Multistorey RCC Frame Structure G+4 building and above with basement only.
3A.	Sewer and water supply/ OHT Construction	Experience in any such similar work (Registered Contractor of Jal Nigam will also be eligible for participation).
3B.	Sewer Cleaning.	Experience in such work only.
4.	Survey work- Topographical survey, level, contouring etc.	Experience in such survey work only.
5A.	C.C. Road work and RCC Drain	Experience in such similar work.
5B.	Brick Drain, Footpath, Interlocking Tiles, Boundary wall, Masonry work, Building Repair work.	Experience in any such work only.
5C.	Miscellaneous Work- Railing Painting, Earth Filling, levelling, Garbage Disposal, Road and Drain Cleaning, Jungle Cleaning etc.	Experience of same type of work.
5D.	RCC Drain, RCC Retaining Wall, RCC Culvert, Storm Water drainage project.	Experience in any such similar work.
6.	Maintenance Work: - (a) Maintenance of Horticulture Work (b) Maintenance of Apartments/ Buildings/ Colony	Experience of Horticulture work Only. Experience of Apartments/ Buildings only, such as Housekeeping, Supply of Labour etc.
7.	Signages, logo, road signages along highway and arterial roads,	Experience in anyone along with structure.
8.	Boundary Wall with Grill / Railing	Experience of same type of work.
9.	Pond/ Lake/ Ghat/ park Development, Land Scaping works	Experience of same type of work.

- Bidder should be attach required same nature of work or above listed related similar nature of work mentioned in BOQ.
- Work should be clearly mentioned in the Experience Certificate having, Date of start, Date of actual completion, Details of majorly items with amount.

#### नोट-

- प्रतिभागी निविदादाताओं द्वारा निविदा प्रपत्र में विद्युत लाइसेंस प्रमाण पत्र संलग्न करना अनिवार्य है।
- कम्बाइंड वर्क में मदवार अनुभव अर्थात् किसी अनुभव प्रमाण पत्र में सड़क, नाला, आर0सी0सी0 नाला, आर0सी0सी0 कल्वर्ट, आर0सी0सी0 रीटेनिंग वॉल, पार्क आदि का सम्मिलित प्रमाण पत्र है तो समान प्रकृति के कार्य हेतु सभी प्रकार के कार्यों का मदवार किये गये कार्य का धनांक अंकित होना आवश्यक है।

- c) फर्म द्वारा अनुभव प्रमाण पत्र टेण्डर डाक्यूमेन्ट में संलग्न प्रारूप के अनुरूप ही मान्य होंगे।  
d) सड़क में बिटुमिन सम्बन्धी, बी0एम0 व एस0डी0सी0 आदि कार्य में हॉटमिक्स प्लाण्ट अयोध्या विकास प्राधिकरण मुख्यालय से 50 कि0मी0 की परिधि में स्थापित होना आवश्यक है।  
e) अनुभव 07 वर्षों में संतोषजनक रूप से पूर्ण किये गये कार्य का ही मान्य होगा। अनुभव के सम्बन्ध में कार्य पूर्णता की तिथि/ प्रमाण पत्र के आधार पर वित्तीय वर्ष की गणना की जाएगी। अनुभव प्रमाण पत्र में अनुभव की धनराशि प्रति वर्ष 5 प्रतिशत वार्षिक की दर से बढ़ाकर गणना कर मानी जाएगी (उदाहरणार्थ, 01 वर्ष पुराने कार्य के लिए 5 प्रतिशत तथा 02 वर्ष पुराने कार्य के लिए 10 प्रतिशत आदि)।  
f) आर0सी0सी0 नाले का निर्माण कार्य अयोध्या शहर में वर्तमान में प्रवाहित कच्चे नाले का समुचित डाइवर्जन की व्यवस्था फर्म द्वारा करते हुए निर्माण कार्य कराया जाएगा।

7. Proof of employment of technical staff will consist of a declaration by the contractor as given below. The declaration by the contractor will be given in the form attached Appendix 'B' (in the presence of Notary Public giving details of the required staff)

**GENERAL GUIDELINES FOR FIXING REQUIREMENT OF TECHNICAL STAFF FOR A WORK**

Cost of Work (Rs. In Lac)	Requirement of Technical staff		Minimum experience (Years)	Designation
	Qualification	Number		
More than 1000	• Project Manager with degree in corresponding discipline of Engineering.	1	10	Principal Technical Representative Technical represents Technical Representative
	• Graduate Engineer	1	5	
	• Graduate Engineer	2	Nil	
	• Graduate Engineer or Diploma Engineer	2	5	
500 to 1000	• Graduate Engineer	1	5	Principal Technical Representative Technical represents
	• Graduate Engineer	2	Nil	
	• Graduate Engineer or Diploma Engineer	2	5	
200 to 500	• Graduate Engineer	1	5	Principal Technical Representative Technical represents
	• Graduate Engineer	1	Nil	
	• Graduate Engineer or Diploma Engineer	1	5	
50 to 200	• Graduate Engineer	1	2	Principal Technical Representative
10 to 50	• Graduate Engineer	1	Nil	Principal Technical Representative
	• Graduate Engineer or Diploma Engineer	1	5	

**Note:** - 1. Rate of Recovery in case of non-compliance of above be stipulated at following rates-

S.No.	Qualification	Experience (years)	Rate of recovery
i)	Project Manager with Degree	10	Rs. 50,000/- p.m.
ii)	Graduate Engineer	5	Rs. 30,000/- p.m.
iii)	Graduate Engineer	Nil	Rs, 20,000/- p.m.
	Diploma Engineer	5	

*De*

8. Proof of possession of required machinery, tools, plant, centring & shuttering will consist of a declaration in shape of an affidavit on Rs. 10/- non-judicial stamp paper duly verified by the notary public in Prescribed Performa duly verified by the Notary in the Proforma as per Appendix 'C'. Proof of possession and use of required machinery, tools and plants will be given by the tenderers by way of declaration.

The minimum requirement of T&P possessed by the firm shall be follows: -

(1) Road Roller/ Vibratory	-	02
(2) Trunk/ Tipper	-	02
(3) Water Tanker	-	02
(4) Water Pumps	-	02
(5) Vibratory Roller	-	01
(6) Hot mix plant & paver (Applicable for bituminous work)	-	01

The bituminous work B.M., D.B.M., B.C. and S.D.B.C., will have to be done by hot mix plant and paver only.

(7) Excavator	-	01
(8) Concrete Mixture with hopper	-	01
(9) Vibrator	-	02
(10) Needle	-	01
(11) Surface	-	01
(12) Concrete batch mix plant of capacity 15 Cum/Hr.	-	01
(13) Grader (Applicable for WBM/WMM/GSB)	-	01

9. Contractor will have to submit the character certificate issued by the District Magistrate in the name of partners in case it is the partnership firm, proprietor, in case it is proprietorship firm/ contractor, Directors in case it is Pvt. Ltd. Firm etc. without character certificate the tender shall be rejected.
10. The tenderer should submit the notarized affidavit that the tenderer/ firm has not been blacklist any state/ central government department/ organization. The e-tender of blacklisted contractor or not submitting the required affidavit shall be rejected.
- 10(A) Memorandum and Article of Association showing objectives of the Company/ firm and authority to sign the e-tender/ contract or delegate the power to other for signing the e-Bid/ contract
- 10(B) Place of registration
- 10(C) The Power-of-attorney authorizing the tenderer to sign the e-tender/ contract.
- 10(D) In case of firm, duly certified copy of partnership deed and registration certificate; in case of company, deed for article of association and power of attorney for the person concerned to authorize to sign the tender and agreement.
11. For the work where man power supply is included, valid registration/ license of labour dept, E.S.I. and E.P.F. are also required to be submitted.
12. The tenderer should submit the notarized affidavit of Anti-Collusion Certificate (In required format attached in tender Document)
13. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

8. Proof of possession of required machinery, tools, plant, centring & shuttering will consist of a declaration in shape of an affidavit on Rs. 10/- non-judicial stamp paper duly verified by the notary public in Prescribed Performa duly verified by the Notary in the Proforma as per Appendix 'C'. Proof of possession and use of required machinery, tools and plants will be given by the tenderers by way of declaration.

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(3) Water Tanker	-	02
(4) Water Pumps	-	02
(5) Vibratory Roller	-	01
(6) Hot mix plant & paver (Applicable for bituminous work)	-	01

The bituminous work B.M., D.B.M., B.C. and S.D.B.C., will have to be done by hot mix plant and paver only.

(7) Excavator	-	01
(8) Concrete Mixture with hopper	-	01
(9) Vibrator	-	02
(10) Needle	-	01
(11) Surface	-	01
(12) Concrete batch mix plant of capacity 15 Cum/Hr.	-	01
(13) Grader (Applicable for WBM/WMM/GSB)	-	01

9. Contractor will have to submit the character certificate issued by the District Magistrate in the name of partners in case it is the partnership firm, proprietor, in case it is proprietorship firm/ contractor, Directors in case it is Pvt. Ltd. Firm etc. without character certificate the tender shall be rejected.
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- 10(B) Place of registration
- 10(C) The Power-of-attorney authorizing the tenderer to sign the e-tender/ contract.
- 10(D) In case of firm, duly certified copy of partnership deed and registration certificate; in case of company, deed for article of association and power of attorney for the person concerned to authorize to sign the tender and agreement.
11. For the work where man power supply is included, valid registration/ license of labour dept, E.S.I. and E.P.F. are also required to be submitted.
12. The tenderer should submit the notarized affidavit of Anti-Collusion Certificate (In required format attached in tender Document)
13. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

**Assessed Available Bid capacity = (A\*N\*M-B)**

**Where,**

**A** = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

**N** = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

**M** = M is taken 2.5

**B** = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

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

14. The details regarding pre-qualification and tender containing rates are to be uploaded as per up to due date & time in the prescribed format. Non furnishing of required details/ incomplete details will lead to rejection of tender. In case it is found that the details furnished are fake/ false/ fabricated the firm shall be black listed without any notice.
15. The E-tender of the tenderer not submitted certified copies of above-mentioned point no 1 to 10 documents shall be rejected. The rates of only those contractors will be opened and recorded on comparative statement who pre-qualifies as per requirements mentioned here in after.
16. In case of any change in solvency, technical staff, tools and plants or change in partners of the constitution of a company after submission of documents, the same shall be intimated to the Engineer-in-charge.
17. The decision regarding pre-qualifying the contractor for the above referred will rest with the Vice Chairman of Ayodhya Development Authority, whose decision will be final. It shall be the discretion of the Department to decide as to whether an E-tender fulfils the evaluation criterion mentioned in this e-tender or not.
18. The tenderers are advised not to mix financial bid document with the PDF documents submitted for technical bid. The e-tender of the tenderers having financial bid document in the technical bid will out rightly be rejected.
19. No tender shall contact the department on any mater relating the his/her r-tender, from the time of the e-tender opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the department, he/ she can do so in writing.
20. Any effort by a tenderer to influence the department in its decisions on e-tender evaluation, e-tender comparison or contract award may result in rejection the tenderer's e-tender.
21. In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ black listing from A.D.A. works and the legal proceeding can also be initiated.
22. The contractor shall establish site office & will arrange all possible testing equipment's, required for proper executions of work on his own cost.
23. The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. It the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deep along with the tender and authorization to sign with the tender documents, the tender will be treated as having be submitted by individual signing the tender documents. The ADA will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of contract.

CONTRACTOR SIGNATURE WITH SEAL

OFFICER INVITING TENDER

## Section 2

### Instruction 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/ tendered, bid/ tender, bidding/ tendering, etc.) are synonymous.

##### **2. Source of Funds**

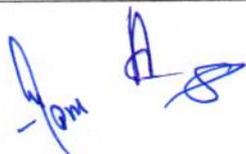
- 2.1 The Government of the State U.P. as defined in the Appendix to ITB has decided to undertake the works of construction.
  - A. Ayodhya Development Authority Fund.
  - B. The Government of the state has decided to provide the funds for the Constructions.
  - C. Deposit work which is funding by state government/Central Government or others.
  - D. Self-income housing scheme.

##### **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 online bidding process. Any person who is having criminal cases against him or involved in the organized crime or gangster activities or Mafia or Gunda 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/attach 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 and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
  - (d) Evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
  - (e) Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4(b) (ii) of ITB for the construction with their Certificates.
  - (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;



कार्य का नाम - अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।

- (g) An undertaking that the bidder will be able to invest a minimum of cash up to the percentage 10 (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/Up gradation aggregating not more than 25% of the contract price:- and
- (l) The proposed methodology and program of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.
- 4.3 Bids from joint venture are not allowed.
- 4.4 **A** To qualify for award of the Contract, each bidder should have in the last five years:
- (a) Achieved in any one year a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least the amount equal to the estimated cost of works (excluding maintenance cost for five years for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.
- b) Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.
- 4.4 **B** (a) Each bidder must attach:
- (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 equipments 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 bidder's 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 as under:

$$\text{Assessed Available Bid capacity} = (A*N*M-B)$$

Where:

**A** = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

**N** = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

**M** = M is taken 2.5

**B** = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

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

- 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 familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in 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 agenda 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 (Can be seen in the office hour in concerning E.E. ADA, Ayodhya.)
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.

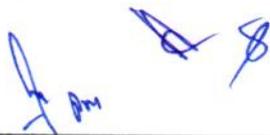
- 8.2 Bidding document will be available online on the website <http://etender.up.nic.in>.

- 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

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own risk. Pursuant to clause 25 here of, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.



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

- 9.1 A prospective bidder requiring any clarification of the bidding document may notify the Employer in writing or by cable ("cable" includes Telex and facsimile) at the Employer address indicated in the Notice inviting tenders. The Employer will respond to any request for clarification received earlier than 10 Days prior to the dead line for submission of bid. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry, but without identifying its source
- 9.2 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.
- 9.2.1 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.2 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than one week before the meeting.
- 9.2.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted online (or otherwise). Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively online through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.
- 9.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda online.
- 10.2 Any addendum thus issued shall be part of the bidding documents.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Chief Engineer 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. Earnest Money;
- II. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- III. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- IV. Any other information / documents required to be completed and submitted by bidders, as specified in the appendix to ITB, and
- IV. 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 Section 6;
- (ii) Priced bill of quantities for items specified in Section 7;

- 12.2 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 (Can be seen in the office hour in concerning E.E. ADA, Ayodhya.)

### **13. Bid Prices**

- 13.1 The Contract shall be for the whole Works, 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 Percentage Rate Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. Percentage Rate Method requires the bidder to

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quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.

- 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.
- 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 Tender cost and earnest money as specified in NIT and Appendix to ITB to be deposited online by HDFC Bank website <http://lda.procure247.com> as process for depositing tender cost and EMD through HDFC Bank is enclosed with tender documents
- 16.2 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.
- 16.3 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.
- 16.4 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.5 The Earnest Money may be forfeited:
- If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
  - In the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - Sign the Agreement; and/or
    - 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. Formate 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 submitted online and shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.3(a) of ITB. The person or persons signing the Bid shall sign all pages of the Bid.

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

#### **19. Sealing and Marking of Bids**

- 19.1 The Bidder shall have to bid online separately in two part part-1 Technical and part-2 financial bid. Technical Bid: To be opened on 23-01-2026 at time 03:00 P.M. in office of EE ZONE-3 ADA, Ayodhya (Date and time of Technical Bid opening as per clause 22.1 of ITB.) Financial Bid: Not to be opened except with the approval of the Vice Chairman.

#### **20. Deadline for Submission of Bids**

- 20.1 Complete Bids (including Technical and Financial) must be received by the Employer in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB.
- 20.2 The Chief Engineer 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 Chief Engineer and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **21. Late Bids**

21.1 No Provision/Consideration on Late Bid/Bids Submission.

## **E. Bid Opening and Evaluation**

### **22. Bid Opening**

22.1 The Employer will open the bids received, on line 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 online on the next working day.

22.2 The technical bid shall be open online.

22.3 The Executive Engineer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.3 of ITB.

22.4 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.

22.5. The Executive Engineer shall inform, by E-mail (or otherwise), 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 Executive Engineer, the bids will be opened at the appointed time online on the next working day through they or their representative, may attend the meeting of opening of financial bids.

22.6. 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 responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Executive Engineer may consider appropriate will be announced by the Executive Engineer 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.

22.7 The Executive Engineer 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 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 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 Executive Engineer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial 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.

25.2 A 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 rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

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 Executive Engineer for any arithmetic errors. Errors will be corrected by the Executive Engineer as follows:

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- 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 Executive Engineer 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.

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

- 27.1 The Executive Engineer 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 Executive Engineer 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 Executive Engineer 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 Executive Engineer 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.
- 27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of routine maintenance of works to be performed for five years under the contract; the Executive Engineer may require the Bidder to produce detailed price analyses for routine maintenance. After its evaluation, the Executive Engineer may require that the amount of the performance security set forth in Clause 32 be increased at the expense of the successful Bidder to a level sufficient to protect the Executive Engineer 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:
- 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
  - 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 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 obligations to inform the affected Bidder or bidders of the grounds for the Employer action.

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

- 31.1. The bidder whose Bid has been accepted will be notified of the award by the Executive Engineer 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 Executive Engineer will promptly notify the other Bidders that their Bids have been unsuccessful.

**32. Performance Security**

- 32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price, for the period of one years 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 favor of Executive Engineer, Ayodhya Development Authority, Ayodhya, U.P., from a Scheduled Commercial Bank.
- 32.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1. shall constitutes sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating future bids under Ayodhya Development Authority for one year.

**33. Advances:**

- 33.1 The Executive Engineer will provide mobilization advances specific and advance against security of equipment as provided in Part I General Condition of Contract and approvals of ADA.

**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.



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## Section 3

### Qualification Information

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

Notes on Form of Qualification Information The information to be filled in by bidders in the following pages will be used for Purposed of post-qualification as provided for in clause 4 of the Instruction to Bidders. This Information will not be incorporated in the Contract.  
**Attach additional pages as necessary.**

#### 1. Individual Bidders.

1.1	Constitution or legal status of Bidder  Place of registration:  Principal place of business  Power of attorney of signatory of Bid	(attach copy)  _____  _____  (Attach)
1.2	Total annual volume of civil engineering construction work executed and payments received in the last seven years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In Lacs)

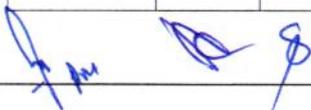
1.3.1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last seven years. Attach certificate from the Engineer-in-charge.
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Project Name	Name of Executive Engineer	Description of work	Value of contract	Contract No.	Date of Issue of work order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay. If any

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

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

Description of work	Place & State	Contract No & Date	Name & Address of Executive Engineer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)



- Enclose certificate (s) from Engineer(s)-in-charge for value of work remaining to be completed.

(B) Works for which bids already submitted:

Description of work	Place & State	Name & Address of Executive Engineer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- 1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Work. List of all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 (b) of the Instructions to Bidders.

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number Available	Owned, leased (from whom?), or to be purchased

- 1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

Position	Name	Qualification	Year of experience		
			Road Works	Building Works	Other

- 1.6 Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

Sections of the Works	Value of subcontract	Sub-contractor (name and address)	Experience in similar work

**Note:** The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

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*[Handwritten signatures]*

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

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

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1.9 a. Information on current litigation in which the Bidder I involved.

Name of Other party (s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

1.10 Proposed Program (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

1.11 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * M - B)$$

Where,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

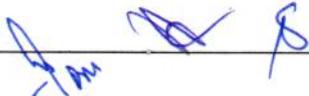
M = M is taken 2.5

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note-

1- Bidder must fill all the above important in table of bid capacity qualification.

2- Bidder must calculate this assessed available bid capacity for required work and submit in tender on letter head.



## Section 4

### Part I – General 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 priced and completed Bill of Quantities forming part of the Bid. Compensation Events are those defined in Clause 40 here under.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

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.

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, including routine maintenance, has been accepted by the Employer.

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

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

Days are calendar days; months are calendar months.

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

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

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

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

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

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works. The Initial Contract Price is the Contract Price listed in the Executive Engineer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works.

The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

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

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

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

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

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

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

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

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

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

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

## 2. Interpretation: -

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (1) Agreement,
  - (2) Notice to Proceed with the Work,
  - (3) Letter of Acceptance,
  - (4) Contractor's Bid,
  - (5) Contract Data,
  - (6) Special Conditions of Contract Part II,
  - (7) General Conditions of Contract Part I,
  - (8) Specifications,
  - (9) Drawings,
  - (10) Bill of Quantities, and
  - (11) Any other document listed in the Contract Data.

## 3. Language and Law: -

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

## 4. Engineer's Decisions: -

- 4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.
- 4.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

## 5. Delegation: -

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

## 6. Communications: -

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

**7. Subcontracting: -**

7.1 The contractor may subcontract part of the construction work with the approval of the Executive Engineer in writing, up to 25% of the contract price but will not assign the Contract. Subcontracting shall not alter the contractor's obligations.

7.2 Beyond what has been stated in clauses 7.1, if the contractor proposes sub contracting any part of the work during execution of the works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:

- a. The Contractor shall not sub-contract the whole of the works.
- b. The Contractor shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any his sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

7.3 The Engineer should satisfy himself before recommending to the Employer whether

- a. The circumstances warrant such sub-contracting; and
- b. The sub-contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion o the Quantum of works to be sub-contracted.

**8. Other Contractors: -**

8.1 The contractor shall co-operate and share the site with other contractors. Public authority's utilities and the Employer between the dates given in the schedule of other contractors, as referred to in the contract data. The contractor shall also provide facilities and services for them as described in the schedule. The Employer may modify the schedule of other contractor, and shall notify the contractor of any such modification.

8.2 The contractor should take up the work in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other contractors till the completion of the works.

**9. Personnel: -**

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

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

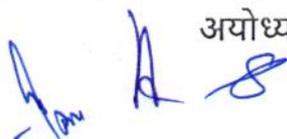
9.3 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

**10. Employer's and Contractor's Risks: -**

10.1 The Employer carries the risks which this Contract states are risks, and the Contractor carries the risks that 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 the Employer's country, the risks of war, invasion, act of foreign



कार्य का नाम – अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।

enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

**12. Contractor's Risks:-**

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

**13. Insurance:-**

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, 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 to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

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

(a) Personal injury or death.

13.4 (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

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

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

**14. Site Investigation Reports:-**

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

**15. Queries about the Contract Data:-**

15.1 The Engineer will clarify queries on the Contract Data.

**16. Contractor to Construct the Works:-**

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

16.2 The contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.

**17. The Works to Be Completed by the Intended Completion Date:-**

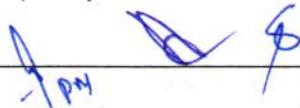
17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

**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.

18.2 The Contractor shall be responsible for design of Temporary Works.

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



- 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.
- 19. Safety:-**
- 19.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 20. Discoveries:-**
- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Executive Engineer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.
- 21. Possession of the Site:-**
- 21.1 The Employer shall hand over complete or part possession of the site to the Contractor 7 days in advance of construction program. At the start of the work, the Employer shall handover the possession of at-least 75% of the site.
- 22. Access to the Site:-**
- 22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:
- The Engineer
  - The Employer
  - The Ministry of Rural Development, Government of India.
  - National Rural Roads Development Agency, New Delhi
- 23. Instructions:-**
- 23.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.
- 24. Dispute Red ressal System:-**
- 24.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.
- 24.2 Either party will have the right of appeal, against the decision of the competent authority, to the arbitration if the amount appealed exceeds rupees one lakh.
- 25. Procedure for Resolution of Disputes:-**
- 25.1 The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of a dispute.
- 25.2 Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under the Arbitration and Conciliation Act 1996. If neither party refers the dispute to Arbitration within the above 28 days; the Competent Authority's decision will be final and binding.
- 25.3 The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. 5 Crore or the Contractor is a Foreign Contractor, who has bid under ICB:-
- In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by Employer and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as



- presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Roads Congress shall appoint the arbitrator. A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 25.4 Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. 5 Crore and below, disputes and differences in which an Adjudicator has given a decision shall be referred to a sole Arbitrator. The sole Arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, by the appointing authority, namely the Chairman of the Executive Committee of the Indian Road Congress.
- 25.5 Arbitration proceedings shall be held at Ayodhya (U.P.), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 25.6 Performance under the contract shall continue even after reference to the arbitration and payments due to the contract or by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.
- Regarding arbitration all orders of Vice Chairman will be abiding on Contractor.**

## B. TIME CONTROL-

### 26. Program:-

- 26.1 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 forecasts for the construction of works.
- 26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipment being placed in field laboratory and the location of field laboratory along with the Program. The Engineer shall cause these details to be verified at each appropriate stage of the program.
- 26.3 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 Works, including any changes to the sequence of the activities.
- 26.4 The Contractor shall submit to the Engineer for approval an updated Program at intervals of 60 Days 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.
- 26.5 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit to the Engineer against anytime. A revised Program shall show the effect of Variations and Compensation Events.

### 27. Extension of the Intended Completion Date:-

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

27.2 The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**28. Delays Ordered by the Engineer:-**

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

**29. Management Meetings:-**

29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

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

**C. Quality CONTROL-**

**30. Identifying Defects:-**

30.1 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.

**31. Tests:-**

31.1 For Carrying out mandatory tests as prescribed in the specification. The Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipment as specified in the Contract Data. The contractor shall be solely responsible for:

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

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

**32. Correction of Defects noticed during the Defect Liability Period for ONE year:-**

32.1.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

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

**33. Correction of Defects noticed during the Defect Liability Period for ONE year:-**

33.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause

33.2 and of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

**D. Cost Control -**

**34. Bill of Quantities:-**

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

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads. The payment to the Contractor is performance based for routine maintenance of roads.



**35. Variations:-**

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

**36. Payments for Variations:-**

36.1 If rates for variation items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.

36.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

**37. Cash Flow Forecasts:-**

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

**38. Payment Certificates:-**

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

(A) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books.

(b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.

(c) The value of work executed shall be determined, based on measurements by the Engineer.

(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

(e) The value of work executed shall also include the valuation of Variations and Compensation Events.

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

(g) The Payment of final bill shall be governed by the provisions of clause 50 of GCC.

**39. Payments:-**

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

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

Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**40. Compensation Events:-**

40.1 The following shall be Compensation Events unless they are caused by the Contractor

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

- b) The effects on the Contractor of any of the Employer's Risks.  
 40.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

**41. Tax:-**

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

**42. Currencies:-**

All payments will be made in Indian Rupees.

**43. Security Deposit/ Retention and Release of Performance Security and Security Deposit/Retention:-**

- 43.1 The Employer shall retain security deposit of 5% of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No. security deposit/ retention shall be retained from the payments for Routine maintenance of Works.  
 43.2 On the completion of the whole of the construction Work half the total amount retained as Security Deposit is repaid to the contractor and half when the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of his period have been corrected.  
 43.3 The additional performance security for unbalanced bids as detailed in Clause 51 of Conditions of Contract is repaid to the contractor when the construction work is complete.  
 43.4 The performance security equal to the five percent of the contract price in Clause 51 of Conditions of contract is repaid to the contractor when the period of one year's fixed or defect liability period is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.  
 43.5 If the contractor so desires then the Security Deposit can be converted into any interest bearing security of schedule commercial bank in the name of the Executive Engineer or National Saving Certificates duly pledged in favor of the Executive Engineer for Defect Liability Period.

**44. Liquidated Damages:-**

- 44.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.  
 44.2 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.  
 44.3 The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price.

44.4	Amount of liquidated damages for delay in completion of works.	For Whole of work (1/2000) th of the Initial Contract Price, rounded off to the nearest Thousand, per day. For sectional completion (wherever specified, in item 6 of Contract Data) (1/200) th of initial contract price for 5 km section, rounded off to the nearest thousand per day.
44.5	Maximum limit of liquidated damage for delay in completion of work.	10 per cent of the Initial Contract Price rounded to the nearest off thousand.

**45. Advance Payment:-**

- 45.1 The Employer will make the following advance payment to the contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Commercial bank acceptable to the Employer in amounts equal to the advance payment:
- Mobilization advance up to 5 percent of the contract price.
  - Equipment advance up to ninety percent of the cost of the new equipment brought to the site, subjects to a maximum of 10 percent of the contract price.

The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on advance payment.

For advance Payment existing approval of ADA will also effective and abiding on Contractors.

- 45.2 The Contractor is to use the advance payment only to pay for Equipment, plant and mobilization expenses required specifically for execution of works. The Contractor shall demonstrate the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 45.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentage of the work on payment basis. No account shall be taken of the advance payment or the repayment in assessing valuation of work done. Variations, price adjustments, Compensation events or liquidated damages.

**46. Security:-**

- 46.1 The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion. Regarding security existing rules, regulations of ADA will be applicable.

**47. Cost of Repair:-**

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

**E. Finishing the Contract**

**48. Completion of Construction and Maintenance:-**

- 48.1 The contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed.
49. Taking Over 49.1 The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works.

**50. Final Account:-**

- 50.1 The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the correct and complete. If the account is not correct or complete, the engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.
- 50.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

**51. Operating and Maintenance Manuals:-**

- 51.1 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.
- 51.2 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.

**52. Termination:-**

- 52.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 52.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
  - b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
  - c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
  - d) the Contractor does not maintain a Security, which is required;
  - e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
  - f) The Contractor fails to provide insurance cover as required under clause 13;
  - g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - h) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
  - i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
  - j) Any other fundamental breaches as specified in the Contract Data.
  - k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the Appropriate time.
- 52.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 52.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

**53. Payment upon Termination:-**

- 53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.
- 53.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

**54. Property:-**

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

**55. Releases from Performance:-**

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

**F. Other Conditions of Contract**

**56. Labor:-**

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

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

**57. COMPLIANCE WITH LABOUR REGULATIONS:-**

57.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**58. Drawings and Photographs of the Works:-**

58.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and last after the completion of the work. No separate payment will be made to the contractor for this.

58.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

**59. The Apprentices Act 1961:-**

59.1 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said

Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

**60. Criminals are prohibited from bidding: -**

- 60.1 Any bidders having criminal record is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the 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.
- 60.2 The bidder has to produced character certificate, Solvency certificate, self-declared affidavit (on the prescribed Performa which is attached with the bid document) etc., issued by the competent authority in original with bid document.
61. 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.



कार्य का नाम - अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।

## Contract Data to General Conditions of Contract

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

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

1. The Employer is: [Cl.1.1]
  - Designation: Chief Engineer, ADA Ayodhya.
  - Name of authorized Representative: Executive Engineer, ...ADA Ayodhya.
  - Telephone No.(s): (Office) .....
  - Mobile No. ....
  - Facsimile ( FAX) No
  - Electronic mail Identification ( E-mail ID): .....
2. **The Engineer is** [Cl.1.1]
  - Designation: Assistant Engineer
  - Address: ADA Ayodhya.
  - 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 ..... [Cl.1.1, 17&27] after start of work.
4. The Site is located : with in Distt. Ayodhya. [Cl.1.1]
5. The Start Date shall be .....days after the date of issue of the Notice to proceed with the work. [Cl.1.1]

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

**(A) Road Works**

Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road bituminous pavements remodelling /construction of junctions, intersections; supplying and placing of drainage channels, flumes, guard posts and other related items; construction/extension of cross drainage works, bridge, approaches and other related items; road markings, road signs and kilometre/hectometre stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works; rectification of the Defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the Drawings and provisions of the contract to ensure safety and planting of trees along the roads.

**Clause Reference**

**(B) C.D. Works including bridges**

Site clearance; setting out, provision of foundations, piers abutments and bearings; pre- tressed/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.

**(C) Building Works**

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 [Cl.2.2]
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]

Technical Personnel	Number		Experience in Road Works/Building work or Specified work
	Contract works upto Rs. 2 Crores	Contract works above to Rs. 2 Crores	
i). Degree Holder in Civil Engineering	1	2	2 Years of Experience (minimum)
ii). Diploma Holder in Civil Engineering Having one year experience	2	4	2 Years of Experience (minimum)

**A. For field testing laboratory**

Technical Personnel	Number	
	Contract works up-to Rs. 2 Crores	Contract works above to Rs. 2 Crores

Junior Engineer (civil) Or B.Sc. (P.C.M.)	1	2
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**B. For routine maintenance**

Technical Personnel	Number		Experience in Road Works/Building work or Specified work
	Contract works upto Rs. 2 Crores	Contract works above to Rs. 2 Crores	
i). Degree Holder in Civil Engineering	1	2	2 Years of Experience (minimum)
ii). Diploma Holder in Civil Engineering Having one year experience	2	4	2 Years of Experience (minimum)

**13(a) Amount and deductible for insurance are:**

[Cl. 13.1]

No.	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	Upto 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	

**13(b) Amount and deductible for insurance are:**

[Cl. 13.3 (a)]

Item	Amount to be insured	Deductibles
Personal injury or death	Rs. 2 Lacs for one occurrence per year	Deductibles shall be as per latest tariff of General Insurance Company of India plus 20% of premium amount

**14. Site investigation report**

[Cl. 14.1]

As available with Executive Engineer .....

**15. The key equipments/machinery for construction of works shall be:**

S. No.	Name of Equipment / Machinery	Quantity

**16. Competent authorities are:**

[Cl. 24.1]

Vice chairmen,  
Ayodhya Development Authority,  
Ayodhya.

**17. (a) The period for submission of the program for approval of Engineer shall be TEN days from the issue of Letter of Acceptance.**

[Cl. 26.1]

(b) The updated program shall be submitted at interval of 60 days.

[Cl. 26.3]

(c) The amount to be withheld for late submission of an updated program shall be Rs. 10,000=00 per day for contract value up to 2 Crore and Rs. 20,000=00 per day for contract value above Rs. 2 Crores.

[Cl. 26.3]

**18. The key equipment for field laboratory shall be :**

S. No.	Name of Equipment	Quantity
	As per IRC :SP : 20-2002 Appendix 10.1 & 10.2 or MORTH As per National Building code/ CPWD	

*(Handwritten signatures and initials)*

कार्य का नाम - अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।

- (Cl.31.1a)
19. No increase in rates of any items specified in Bill Of Quantities is allowed due to variation in quantities [Cl.36.1]
20. The authorized person to make payments is Executive Engineer A.D.A. Ayodhya. [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.
- |  |  |
|--|--|
| (b) Amount of liquidated damages for delay in completion of works        | For Whole of work (1/2000)th of the Initial Contract Price, rounded off to the nearest Thousand, per day. For sectional completion (wherever specified, in item 6 of Contract Data) (1/200)th of initial contract price for 5 km section, rounded off to the nearest thousand per day. |
| (c) Maximum limit of liquidated damages for delay in completion of work. | 10 percent of the Initial Contract Price rounded off to the nearest thousand.  |
- [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: "The Contractor has contravened Clause 7.1 and Clause 9 of Part I General [Cl.52.2 (j.)]
- 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.53.1]

## **Part II – Special Conditions of Contract**

All the work shall be carried out as per detailed C.P.W.D., U.P.P.W.D., U.P. JAL NIGAM, U.P. POWER CORPORATION LTD., M.O.R.T.H. (Road Wing) specifications for road and bridge work (third revision 1995) as the case may be, latest circulars and instructions issued time to time as per instructions of Engineer-in-charge and other inspecting officers.

### **EXTENT OF CONTRACT-**

The Contract comprises construction and completion of the specified job and the provisions of all labour, materials, T&P etc. and transport, temporary works etc. whether of temporary or permanent in nature required for the construction, completion and maintenance of the work.

### **INSPECTIONS OF THE SITE**

The tenderer (s) must inspect and examine the site of work and its surroundings and satisfy himself/themselves before submitting his/their tender. He/they has/have to make sure of the positions of quarries and availability of required material from quarries mentioned in the specifications, topography of the site availability of labour and material and other amenities before tendering. No claim for additional work or extra work due to any of the above will be allowed.

### **ENTRIES IN TENDER**

All entries by the tenderer should be in one ink and one hand/on prescribed bill of quantity only. Erasers and overwriting are not permissible. All corrections should be neatly written and signed by the tenderer. Rate should be written in figures as well as in words. In case there is any variation, lower rate shall be treated as Tender rate.

### **CONDITIONAL/ INCOMPLETE TENDER**

Conditional, incomplete, unsigned tenders will not be considered. Only those bidders who supply necessary proof/documents of possession of the required equipment's in their bids should be considered as responsive for further evaluation.

### **ADDRESS OF CONTRACTOR**

The contractor shall give his full permanent postal address. The postal receipt of the letters sent to him on this address shall be considered sufficient proof that they have been delivered to him.

### **ACCEPTANCE OF TENDER**

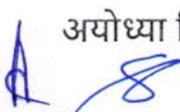
The department shall have the right to accept or reject any or all the tenders or part thereof, without assigning any reason to contractor and no claim whatsoever shall be entertained on this account.

### **SIGNING OF TENDER DOCUMENTS**

Contractor shall sign each page of tender documents before offering his tender and required stamp duty on the contract deed will be borne by the contractor.

### **COPY OF CONTRACT**

On request, the Executive Engineer may furnish the contractor with a copy of the contract.

अयोध्या विकास प्राधिकरण, अयोध्या

#### TIME OF COMPLETION

The time of completion as shown in this tender is for completion of the entire work.

#### EMPLOYMENT OF LABOR

The contractor shall submit a daily report to the Engineer-in-charge regarding the total labour employed by him for the work and shall be bound to pay wages which shall not be less than the wages fixed under Minimum Wages Act.

#### LINE AND LEVELS

The contractor shall be solely responsible for setting out the works and for the correctness of the position, levels, dimensions and alignment according to the specification and shall provide all necessary assistance, instruments, pegs, sticks, poles and other materials, required for the purpose. The tender rates shall be deemed to include all this.

#### PROGRAM AND RETURNS TO BE FURNISHED

As soon as practicable, but not later than 7 days after the acceptance of his tender, the contractor shall submit to the Engineer-In-Charge for his approval, a time schedule to carry out works. The contractor shall whenever be required by the Engineer-in-charge, furnish for his information arrangements for carrying out the work. The submission to and approval by Engineer-in-charge of such program or furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contracts. In addition, the contractor shall have to furnish returns of work done by him, as may be directed by the Engineer-in-charge from time to time.

#### EXECUTION

The contractor shall have to execute various item of works strictly according to the order and time schedule approved by the Engineer-In-Charge. Materials will also be tested as per required frequency of tests.

#### TECHNICAL STAFF AT SITE OF WORK

The contractor shall have to employ full time technical staff and other supporting staff for supervision of the work. Name of the technical staff employed by the contractor shall be intimated in writing to the Engineer-in-charge. Any change of technical staff during the execution of work should be intimated immediately in writing to the Engineer-in-charge.

#### SITE OFFICE

The contractor shall establish and maintain a site office under his authorized representative/technical staff. All relevant documents shall be kept in the site office.

#### SITE ORDER BOOK

A site order book shall be maintained at the site of work in which instructions shall be given to the contractor as and when necessary. These instruction/orders, shall have to be signed and complied by the Contractor or his authorized representative. The entries in 'Site Order Book' shall be treated as proper notice serving upon the contractor in terms of his contract.

#### LIGHTING ARRANGEMENT

The contractor shall make his own arrangement for lights during the fag end of the day in case the work is likely to be delayed due to unavoidable circumstances.

### TRAFFIC CONTROL

The contractor shall take all measures necessary for the safety of traffic during execution of work and shall provide, erect and maintain such barricades, reflective signs and caution boards, making flags, lights flagmen as necessary or as directed by the Engineer-in-charge for smooth and safe flow of traffic during execution or work. The contractor shall ensure to proper maintenance of pattries in 2.5m. width during execution of the bituminous work and it shall be kept always damp by regularly watering to avoid nuisance. In case of any causality taking place at the work site, the contractor shall be solely responsible for payment of any compensation etc. to the aggrieved party.

### SUSPENSION OF WORK

The contractor on the written order of the Executive Engineer/Assistant Engineer shall suspend the progress of the works or any part thereof, for such time and in such manner as may be considered necessary and during such suspension shall properly protect and secure the work as far as necessary in the opinion of the Executive Engineer. Nothing extra shall be paid to the contractor if such a suspension is necessary for proper execution of the work by reason of weather or by some default or the contractor or necessary for safety of the work or any part thereof.

### SAMPLES

Contractor shall make laboratory with sufficient arrangement of testing facilities, appliances and laboratory technicians etc. at site and shall always co-operate in procurement of samples, conduction tests, as may be directed and no extra payment shall be made for them. Test samples shall be taken carefully in accordance with the I.S.I. method of sampling, no plea shall be entertained on this account. Job Mix Formula for B.M. and S.D.C. shall be done from any reputed authority by the contractor on his cost.

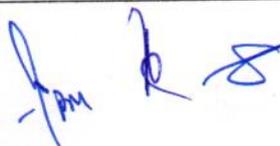
### TESTING MATERIALS

All materials and workmanship shall be of the respective kind described in the contract and in the accordance with Engineer-in-charge instructions and shall be subjected from time to time to the testes mentioned under specifications. The contractor shall provide such assistance, labour and materials as are normally required for examining measuring and testing of the works and quantity weight or quality of materials used and shall supply materials, sufficiently in advance for testing as mentioned under specifications. The materials used subsequently for execution of the work shall strictly conform to the quality and sample approved. Necessary test for which facilities are not available locally or at site shall be conducted in the nearest available government controlled

Laboratories/Research Institute, Ayodhya or any other reputed technical institution. Cost of such testing and forwarding of sample to the laboratory etc. shall be borne by the contractor and nothing extra shall be paid on this account. Regular quality control test registers shall be maintained by the contractor.

### ROYALTIES AND TAXES ETC.

The contractor shall pay all royalties, license fee, other charge at quarry, octroi duties, custom duties, toll taxes, trade tax and any other local taxes as may be levied. No passes for octroi or toll levied by local bodies on toll bridges shall be issued by the Department. Rate shall inclusive of the same. Nothing extra shall be paid due to fluctuations in the cost of materials, machines, bitumen, P.O.L., labour and all types of taxes etc.



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**COMPLIANCE WITH LOCAL BYE LAWS**

The contractor shall throughout the continuance of the contract and in respect of all matters arising out of performance thereof, conform with all required regulating and bye-laws of the local or other authorities which may be applicable to the works.

**ROAD TRANSPORT**

The contractor employing motor vehicles for transport of material shall abide by provisions of the Motor Vehicles Act.

**DAMAGES BY RAINS, ACCIDENTS OR NATURAL CALAMITIES**

No payment will be made to the contractor for damage caused by rains, accidents or other natural calamities during the progress of work. No claim whatsoever shall be entertained on this account.

**DEFAULT OF CONTACTOR IN COMPLIANCE**

Constant defiance of the instructions of Engineer-in-charge on the part of the contractor or his authorized agent will make the contract will liable to be terminated.

**CLEARANCE OR SITE ON COMPLETION**

The contractor shall at all times keep the premises free from accumulated waste materials or rubbish caused by his employees on the works and on completion of the work, he shall clear away and remove from site all surplus materials, rubbish and temporary work of any kind and fill up borrow pits dug by him. He shall leave whole of the site and work clean and in a workmanlike condition to the entire satisfaction of the Engineer-in-charge.



## Section 5

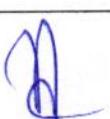
### Specifications

All the works shall be carried out as per specification for Road, Bridges, Building and other developments works as per latest MORTH MORT&H/'Detailed PWD' Specification, or as specified by ADA in BOQ as per relevant IS Court.

  
Assistant Engineer  
ADA, Ayodhya

Chief/ Executive Engineer  
ADA, Ayodhya

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## Section 5 (Cont'd)

### Drawings

**Note:** The design, drawings, standards and guidelines of the Rural Roads Manual (IRC: SP: 20-2002) are to be followed for all-weather rural roads.

**List of Drawings:-** May obtained from the office of Executive Engineer ADA Ayodhya.

1	Key Map	
2	Road Alignment including cross sections	
3	Pavement Drawings	
4	Surface and sub surface drains with full details	
5	Culverts and minor Bridges	
6	Drawings for any other Road structure	
7	Road Furniture	
8		
9		
10		

2. Drawings to be followed for actual execution of work should bear the stamp "Good for construction".
3. Any revision of working drawings should be indicated by pre-fixing R1, R2..... etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.
4. Complete set of drawings should be issued along with other tender documents so as to form part of the agreement.
5. Drawings are not available with the bidding documents downloaded from the website and may be obtained from the office of the concerned PIU as indicated in the NIT.

## Section – 8

Annexure (i)

### SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

#### BANK CERTIFICATE

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

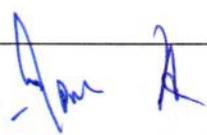
If the contract of the work, namely, \_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager .....

Name of the senior Bank Manager .....

Address of the Bank.....

Stamp of the Bank



कार्य का नाम - अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।

Annexure (ii)

### विभाग का नाम (विभागीय लेटर हेड पर)

पत्रांक-

दिनांक-

#### अनुभव प्रमाण-पत्र

प्रमाणित किया जाता है कि मै0 .....निवासी

..... द्वारा

(विभाग का नाम) ..... में अनुबन्ध संख्या- .....

दिनांक: ..... के अन्तर्गत निम्नानुसार कार्य पूर्ण किया गया।

1.	कार्य का नाम	-	
2.	(अ) अनुबन्ध धनराशि	-	
3.	कार्य की कम्प्लीशन धनराशि	-	
	क्र0	अनुबन्ध में सम्मिलित कम्बाइंड मुख्य कार्यों का विवरण	कम्प्लीशन के अनुसार धनराशि
	1	भवन कार्य (आर0सी0सी0 स्ट्रक्चर/ ब्रिक वर्क)	
	2	सड़क कार्य	
	3	सीवर कार्य	
	4	नाली / नाला / आर0सी0सी0 नाला का कार्य	
	5	जलापूर्ति कार्य	
	6	पार्क	
	7	औद्योगिकीकरण, व इससे सम्बन्धित कार्य	
	8	अन्य	
4.	अनुबन्धानुसार कार्य प्रारम्भ करने व समाप्ति तिथि	-	
5.	कार्य समाप्ति की वास्तविक तिथि	-	
	(1) समयवृद्धि प्रदान की गई अर्थदण्ड मुक्त / अर्थदण्ड सहित/ अर्थदण्ड निर्धारित नहीं किया गया	-	
	कार्य की गुणवत्ता		
	(1) Very Good/ अति उत्तम, Good/ उत्तम, Very Fair/ संतोषजनक		

- वैधानिक कार्यवाही हेतु मान्य नहीं।
- यह प्रमाण पत्र ठेकेदार/ फर्म के अनुरोध दिनांक:.....के क्रम में निर्गत किया जा रहा है।

(सक्षम अधिकारी का नाम एवं हस्ताक्षर)  
(विभाग का नाम पद सहित)  
(मोहर)

**Format for Anti-Collusion Certificate**  
**Anti-Collusion Certificate**

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

I / We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I / we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I / We hereby certify and confirm that in the preparation and submission of our Proposal, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I / We further confirm that we have not proposed nor will proposal any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .....Day of ....., 2025

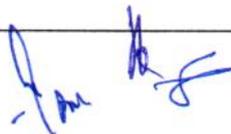
.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....



**SAMPLE FORMAT FOR BANK SOLVENCY CERTIFICATE  
(ON THE LETTER HEAD OF BANK)**

Ref.No.

Dated:

This is to certify that to the best of our knowledge and information M/s /Sri ..... address.....  
a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs. .... (Rupees .....  
.....). This is also certified that this limit is free for work and is not mortgaged anywhere. This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)  
of the Bank Authority  
Name of Bank & Seal

Date:

**Note:**

1. Solvency Certificate issued by any Schedule Commercial Banks shall be accepted.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.
3. Solvency Certificates should be signed, dated and stamped by an authorised signatory of the Bank; else they shall be summarily rejected.
4. Certificates issued more than 06 Months prior to last date of bid submission shall not be accepted.

### Seek reference Certificate

To,  
Executive Engineer,  
Ayodhya Development Authority,  
Ayodhya, Uttar Pradesh.

Sub: Seek Reference Certificate for A/c No. ....Reg.

Sir,

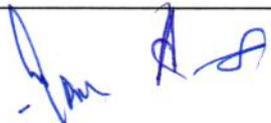
We, hereby wish to inform you that M/s work. of the district you the concerned information about his account no. who is bidding for has authorized us to provide which the said bidding firm has in or our branch/bank relating to the above tenders. The Superintending Engineer authorized representative is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

Dated:

Yours faithfully,  
(Sd. ...) Branch Manager

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

**Note:** The above letter should be on the letter head of the concerned Bank branch with full address including telephone no., fax no. and email of the bank branch.



अयोध्या विकास प्राधिकरण, अयोध्या

कार्य का नाम - अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।

## PART- II

### वित्तीय बिड

Name of work: - अयोध्या स्थित राजागली में पप्पू जायसवाल चाय वाले की दुकान से मोनू गुप्ता के मकान व राजू सिंह के मकान होते हुए पुराना बच्चों के जेल होते हुए इसरार के घर से राजागली ढाल के नीचे तक सी0सी0 मार्ग, नाली एवं प्रकाश व्यवस्था का कार्य।

## Section 6 Form of Bid

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

Date: \_\_\_\_\_

To,

Executive Engineer,  
Ayodhya Development Authority,  
Ayodhya.

1. I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for-  
a) For percentage rate..... percentage below/ percentage above/ at par with the rate entered in the schedule of rates, as referred to in clause 13 of ITB.
  2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
  3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.
- We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Appendix to ITB.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

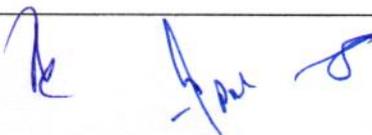
Authorized Address of communication: \_\_\_\_\_

Telephone No(s): (Office): \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Electronic Mail Identification (E-Mail ID): \_\_\_\_\_



अयोध्या विकास प्राधिकरण, अयोध्या

## Section 7 Bill of Quantities Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
2. For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
4. Arithmetic errors will be corrected by the Employer pursuant to Clause 27 of the Instructions to Bidders.

### Bill of Quantities for Percentage rate bids

S.N.	Description of item (with brief specification and reference to book of specification)	Unit	Quantity	Rate In		% above or below (To be filled by contractor)
				Fig.	Word	

Signature of the contractor

## Percentage BoQ

Tender Inviting Authority: Ayodhya Development Authority, Ayodhya.

Name of Work: Construction of CC road, drain and lighting system from Pappu Jaiswal tea stall in Rajagali via Monu Gupta's house and Raju Singh's house via old children's jail to Israr's house till the bottom of Rajagali slope (length approx 460 meters)

Contract No:

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 relevant 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 in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	Civil						
1.01	Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc. disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge DSR- 2023 Item no. 16.83 (including adjustment of deduction for rate for Qty of dismantling material in other project Rate considered for deduction from (SR of Earth work in filling in cartage upto 8 km.)	820.00	sqm	78.66	64501.20	64501.20	INR Sixty Four Thousand Five Hundred One & Paise Twenty Only
1.02	Excavation in foundation in ordinary Soil ( Loam clay or sand ) including filling lift upto 1.5 metre (5fts ) and lead upto 30.0 m (100 fts.) & including filling, watering and ramming of excavated earth into the trenches or into the space between the building and the sides of foundation trenches or into the plinth and removal and disposal of surplus earth as directed by the Engineer-in- charge upto a distance of 30 M. (100 fts.) from the foundation trenches SOR/Sch. PWD-251	505.0000	CUM	125	63125.00	63125.00	INR Sixty Three Thousand One Hundred Twenty Five & Paise Zero Only
1.03	Dismantling brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in charge. In cement mortar DSR- 2023 Item no. 15.7.4 (including adjustment of deduction for Sale of material obtained from dismantling at site (Bricks)- qty- 1710.00 Nos SOR/Sch. PWD/SI. No. 1(a) and Sale of material obtained from dismantling at site (Brick bats) - qty- 11.00 cum SOR/Sch. PWD/SI. No. 2(c)	19.00	CUM	901.70	17132.30	17132.30	INR Seventeen Thousand One Hundred Thirty Two & Paise Thirty Only
1.04	Providing and laying Cement concrete 1:4:8 (1cement :4 coarse sand :8 graded stone ballast 40 mm. nominal size) including supply of all materials, labour and T&P etc. required for proper completion of the work and curing complete, also including cost of formwork in foundation SOR/Sch. PWD-281/SI. No. 6(1)	167.5200	CUM	6350	1063752.00	1063752.00	INR Ten Lakh Sixty Three Thousand Seven Hundred Fifty Two & Paise Zero Only

PM

AS

A

1.05	Providing and laying design mix cement concrete of M-30 grade, in roads/ taxi tracks/ runways, using cement content as per design mix, using coarse sand and graded stone aggregate of 40 mm nominal size in appropriate proportions as per approved & specified design criteria, providing dowel bars with sleeve/ tie bars wherever required, laying at site, spreading and compacting mechanically by using needle and surface vibrators, leveling to required slope/ camber, finishing with required texture, including steel form work with sturdy M.S. channel sections, curing, making provision for contraction/ expansion, construction & longitudinal joints (10 mm wide x 50 mm deep) by groove cutting machine, providing and filling joints with approved joint filler and sealants, complete all as per direction of Engineer-in-charge (Item of joint fillers, sealants, dowel bars with sleeve/ tie bars to be paid separately). Note - Cement content considered in M-30 is @ 340 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately. Cement concrete prepared with batch mixing machine DSR- 2023 Item no. 16.43.1	338.00	CUM	7970.72	2694103.36	2694103.36	INR Twenty Six Lakh Ninety Four Thousand One Hundred Three & Paise Thirty Six Only
1.06	Providing and fixing pre-moulded joint filler in expansion joints of RCC roads / CC pavements after making the joints dust free with high pressure air jet cleaners, all complete as per direction of the Engineer-in-Charge. (Pre-moulded joint fillers shall be made of bitumen hot sealing compound impregnated fibre board having impregnation more than 35%, conforming to IS:1838 for fibre board and IS: 1834 for hot sealing bitumen compound grade A.) DSR- 2023 Item no. 16.45	192.0000	per cm depth per cm width per m length	4.01	769.92	769.92	INR Seven Hundred Sixty Nine & Paise Ninety Two Only
1.07	Providing and filling in position rubberized bitumen hot sealing compound for sealing of expansion joints in roads / pavements all complete as per direction of the Engineer-in-Charge. Using grade 'A' sealing compound conforming to IS: 1834 DSR- 2023 Item no. 16.46.1	958.0000	RM	6.55	6274.90	6274.90	INR Six Thousand Two Hundred Seventy Four & Paise Ninety Only
1.02	Mild Steel or iron in plain work such as in reinforced concrete or reinforced brick work (when not included in an over all rates) wrought to required shape as necessary including bending for proper completion of the work and including supply of all steel and wastages and over lapping and hooks. SOR/Sch PWD- 504	168.0000	Qti	7500	1260000.00	1260000.00	INR Twelve Lakh Sixty Thousand & Paise Zero Only
1.09	providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work, using coarse aggregate and fine aggregate derived from natural sources, portland pozzolana / ordinary portland /portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete to improve durability and workability without impairing strength including pumping of concrete to site of laying, curing, carriage for all leads, but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge, for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately in case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. All works upto plinth level Concrete of m25 grade with minimum cement content of 330 kg /cum DSR- 2023 Item no. 5.33.1.1	214.00	CUM	7195.10	1539751.40	1539751.40	INR Fifteen Lakh Thirty Nine Thousand Seven Hundred Fifty One & Paise Forty Only
1.1	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect. SBR Polymer (@10% of cement weight) modified cementitious bond coat @ 2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer DSR 26.31.1	1640.0000	Sqm	106.89	175299.60	175299.60	INR One Lakh Seventy Five Thousand Two Hundred Ninety Nine & Paise Sixty Only
1.11	Centering and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns, etc. for mass concrete DSR- 2023 Item no. 5.9.1	199.0000	Sqm	296.86	59075.14	59075.14	INR Fifty Nine Thousand Seventy Five & Paise Fourteen Only
1.12	Centering and shuttering including strutting, propping etc. and removal of form for Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc. DSR- 2023 Item no. 5.9.2	1739.0000	Sqm	637.77	1109082.03	1109082.03	INR Eleven Lakh Nine Thousand Eighty Two & Paise Zero Three Only



1.13	Centering and shuttering including strutting, propping etc. and removal of form for Suspended floors, roofs, landings, balconies and access platform DSR- 2023 Item no. 5 9.3	470.00	Sqm	701.93	329907.10	329907.10	INR Three Lakh Twenty Nine Thousand Nine Hundred Seven & Paise Ten Only
1.14	Supply of 32 mm dia cpvc pipe including all complete. SOR/Sch. PWD- Chap. 21/Sl. No. 88	52.0000	meter	162	10044.00	10044.00	INR Ten Thousand Forty Four & Paise Zero Only
2	<b>Electrical</b>						
2.01	Supply, fixing, testing & commissioning of 7 mtr decorative pole with single arm bracket Pole made from continuously tapered circular hot rolled steel pipe conforming to E250 grade as per IS 2062 :2011 standards. Total height of pole with bracket shall be 7000mm nominal above the ground floor. Base plate is made of 10mm/12mm MS sheet base so designed that the foundation bolts are not visible. The pole dimensions are a bottom diameter 166mm, top diameter of 76 mm and thickness of 3mm. The bracket stem is constructed from circular pipe 76.1 mm diameter and 2.6mm thickness, crowned with a mild steel (MS) cone 700 mm height of at the top. The pole are painted with multiple coat of weather resistant polyurethane paint the service window at the lower part of the pole contains connector, cutouts & MCB etc. The single arm bracket is made out of steel section of various diameters the bracket can be made as per top of pole diameter. The RCC foundation of pole also included with 450mm long x16mm dia foundation bolt. The bidder should be Submit the sample of pole for approval of paint and design. The warranty of each part of equipment should be minimum 5years. Make-as per approved UP PWD MR	17.0000	Nos	41850	711450.00	711450.00	INR Seven Lakh Eleven Thousand Four Hundred Fifty & Paise Zero Only
2.02	Supply, fixing, testing & commissioning of IP 65 protection 120 watt post top lantern as per approved and suitable for 7 mter decorative pole, the system lumens should be min 9000 lumens the luminaire efficiency should be 100 lumens/w system wattage should not be more than 120 watt. The colour of lamp should be as per approval of Engineer/Incharge. Make as per approved UP PWD MR	17.0000	Nos	8550	145350.00	145350.00	INR One Lakh Forty Five Thousand Three Hundred Fifty & Paise Zero Only
2.03	Supply and laying of aluminium conductor PVC insulated armoured served sheathed 3core 6 sqmm XLPE cables 1100 Volts grade at a depth of 750 mm below ground level over a cushion of 75 mm. thick sand all around and protected with burnt bricks on sides and on top. On surface the cable run shall be fixed on M.S. clamps etc. of suitable size or as directed by the Engineer-Incharge, complete in all respect. The armouring of the cable shall be properly connected with the earth conductor by clamps etc. The cable will be connect to existing Electrical Panel Make-UP PWD Approved SOR-22/501/E	510.0000	meter	275	140250.00	140250.00	INR One Lakh Forty Thousand Two Hundred Fifty & Paise Zero Only
2.04	Supply and laying below 750mm of 63mm dia DWC HDPE pipe including digging and backfilling and repairing of any cutting of road cutting as directed by Engineer Incharge. Make as per UP PWD approved. DSR-22 14.16.1 (With factor 0.789* 973)	514.0000	meter	189.62	97464.68	97464.68	INR Ninety Seven Thousand Four Hundred Sixty Four & Paise Sixty Eight Only
2.05	Supply and burring of Safe Earthing Electrode T-19 (Hot Dip Galvanized), Length up to 2000mm, outer pipe 50mm, inner pipe 25, terminal Dia 12 mm, outer GI pipe of 16 swg and inner GI pipe of 12 swg with Hot Dip Galvanization up to 100 micron filled with crystalline conductive mixture (CCM) having anti corrosive & conductive property with 50 kgs activated soil (BFC) capable of reducing the soil resistivity with good mixture of retaining capacity along with 30cm square C.I. frame with hinged cover & masonry husing (from electrode terminal to switch board, cost of 25 x 3 G.I. strip will be extra) Make: As approved in U.P. P.W.D., & C.P.R.I. Certified SOR-2018/726/C	5.00	Nos	9580.00	47900.00	47900.00	INR Forty Seven Thousand Nine Hundred & Paise Zero Only
2.06	EXTERNAL LIGHTING PANEL-1 Supply and fixing following capacity of automatic street light cubicle control panel painted with anti corrosive alkali and acid proof paint consisting of time switch TSO 100 series with contactors, HRC fuses, isolating switch metering instrument & instrument box with CTs etc in case of TPN, complete in all respect. Including 16 A SP MCB. All equipments shall be UP PWD approved. SOR-22/807	1.0000	set	19050	19050.00	19050.00	INR Nineteen Thousand Fifty & Paise Zero Only
2.07	INCOMER 1 No. 32 A DP MCB, 10 kA breaking capacity. SOR-22/1009	1.0000	Nos	730	730.00	730.00	INR Seven Hundred Thirty & Paise Zero Only

-Paw

8

2.08	OUTGOINGS 16A DP MCB Provide the space in panel for provision of CCMS System And Energy Meter SOR-22/1002	3.0000	Nos	250	750.00	750.00	INR Seven Hundred Fifty & Paise Zero Only
<b>Total in Figures</b>					9555762.63	9555762.63	INR Ninety Five Lakh Fifty Five Thousand Seven Hundred Sixty Two & Paise Sixty Three Only
<b>Quoted Rate in Figures</b>			<b>Select</b>		0.00	0.00	INR Zero Only
<b>Quoted Rate in Words</b>		INR Zero Only					

*[Handwritten signature]*

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