



कार्यालय मुख्य अभियन्ता (स्तर-1)
ग्रामीण निर्माण विभाग,
तपोवन मार्ग, रायपुर रोड, उत्तराखण्ड, देहरादून।



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पत्रांक 668 / ग्रा0नि0वि0/निर्देश/2025-26

दिनांक 19 जून-2025

कार्यालय आदेश

उत्तराखण्ड अधिप्राप्ति नियमावली, 2008 के आलोक में विभिन्न स्तरों पर अधिप्राप्ति हेतु समितियों के गठन, सामग्री क्रय करने एवं निर्माण कार्यों की निविदाओं से सम्बन्धित इस कार्यालय से समय-समय पर निर्गत पूर्ववर्ती विज्ञापितियों/निर्देशों को अवक्रमित करते हुए, उत्तराखण्ड अधिप्राप्ति नियमावली, 2017 (यथा संशोधित) के अनुसरण में निम्नलिखित निर्देश प्रसारित किये जाते हैं।

1- विभाग के अंतर्गत विभिन्न सक्षम स्तरों पर आवश्यकतानुसार क्रय की जाने वाली सामग्री के कोटेशन/निविदाएँ प्राप्त करने/खोलने तथा निर्माण कार्यों की निविदाएँ (तकनीकी एवं वित्तीय भाग) खोलने हेतु समितियों का गठन किया गया है, जिसका विवरण निम्न प्रकार है।

क्र० सं०	निर्माण कार्यों हेतु	सामग्री क्रय करने हेतु
1	<p><u>मुख्य अभियन्ता (स्तर-1)</u></p> <p>(1) मुख्य अभियन्ता (स्तर-1), मुख्यालय अध्यक्ष (2) अधीक्षण अभियन्ता सम्बन्धित परिमण्डल सदस्य (3) अधिशासी अभियन्ता सम्बन्धित प्रखण्ड सदस्य (4) वरिष्ठ वित्त अधिकारी, मुख्यालय सदस्य</p>	<p><u>मुख्य अभियन्ता (स्तर-1)</u></p> <p>(1) अधीक्षण अभियन्ता (मॉ0), मुख्यालय अध्यक्ष (2) अधिशासी अभियन्ता मुख्यालय सदस्य (3) वरिष्ठ वित्त अधिकारी, मुख्यालय सदस्य</p>
2	<p><u>मुख्य अभियन्ता (स्तर-2)</u></p> <p>(1) मुख्य अभियन्ता (स्तर-2), मुख्यालय अध्यक्ष (2) अधीक्षण अभियन्ता सम्बन्धित परिमण्डल सदस्य (3) अधिशासी अभियन्ता सम्बन्धित प्रखण्ड सदस्य (4) प्रखण्डीय लेखाधिकारी प्रखण्ड नैनीताल सदस्य</p>	<p><u>मुख्य अभियन्ता (स्तर-2)</u></p> <p>(1) मुख्य अभियन्ता (स्तर-2), मुख्यालय अध्यक्ष (2) मुख्य प्रशासनिक अधिकारी सदस्य (3) लेखाधिकारी प्रखण्ड नैनीताल सदस्य</p>
3	<p><u>परिमण्डल स्तर पर</u></p> <p>(1) अधीक्षण अभियन्ता सम्बन्धित परिमण्डल अध्यक्ष (2) अधिशासी अभियन्ता सम्बन्धित प्रखण्ड सदस्य (3) परिमण्डल के अन्तर्गत अधीक्षण अभियन्ता द्वारा नामित प्रखण्ड के लेखाधिकारी सदस्य</p>	<p><u>परिमण्डल स्तर पर</u></p> <p>(1) अधीक्षण अभियन्ता सम्बन्धित परिमण्डल अध्यक्ष (2) मु0प्रशा0अधि0 परि0 कार्यालय सदस्य (3) परिमण्डल के अन्तर्गत अधीक्षण अभियन्ता द्वारा नामित प्रखण्ड के लेखाधिकारी सदस्य</p>
4	<p><u>प्रखण्ड स्तर पर</u></p> <p>(1) अधिशासी अभियन्ता सम्बन्धित प्रखण्ड अध्यक्ष (2) सहायक अभियन्ता सम्बन्धित उपखण्ड सदस्य (3) प्रखण्डीय लेखाधिकारी सदस्य</p>	<p><u>प्रखण्ड स्तर पर</u></p> <p>(1) अधिशासी अभियन्ता सम्बन्धित प्रखण्ड अध्यक्ष (2) सहायक अभियन्ता सम्बन्धित उपखण्ड सदस्य (3) प्रखण्डीय लेखाधिकारी सदस्य</p>
5	<p><u>उपखण्ड स्तर पर</u></p> <p>(1) सहायक अभियन्ता सम्बन्धित उपखण्ड अध्यक्ष (2) प्रखण्डीय लेखाधिकारी सदस्य (3) कनि0अभि0/अ0सहा0अभि0 सम्बन्धित सदस्य</p>	

2- शासनादेश संख्या 5362/III(2)/21-75(सामान्य) 2000 TC दिनांक 09.11.2021 द्वारा लोक निर्माण विभाग में विभिन्न निर्माण कार्यों, उनकी अधिकतम निर्धारित समय-सीमा, निविदा हेतु समयावधि निर्धारण तथा समय-सारणी आदि

बिंदुओं के संबंध में विधिक प्रावधान किए गए हैं। उक्त शासनादेश के आलोक में ग्रामीण निर्माण विभाग में कार्यों के समयबद्ध निष्पादन एवं गुणवत्ता नियंत्रण सुनिश्चित किए जाने हेतु निविदाओं के प्रकार एवं निविदा प्रक्रियाओं के लिए निम्नानुसार समय-सारणी निर्धारित की जाती है।

क्र० सं०	मद	लागत रु० 25 लाख तक की निविदायें	लागत रु० 25-150 लाख तक की ई-निविदायें	लागत रु० 150-1000 लाख तक की ई-निविदायें	लागत रु० 1000 लाख से अधिक की ई-निविदायें
1	2	3	4	5	6
1	कार्य की स्वीकृति प्राप्त करना	Day-0	Day-0	Day-0	Day-0
2	कार्य की स्वीकृति उपरान्त निविदा प्रपत्रों को तैयार करना	Day-8	Day-10	Day-15	Day-30
3	निविदा आमंत्रित करना	Day-9	Day-12	Day-18	Day-35
4	निविदा विक्रय/डाउनलोड की आरंभ होने की तिथि	Day-10	Day-13	Day-19	Day-36
5	निविदा विक्रय/डाउनलोड की समाप्ति की तिथि	Day-31	Day-27	Day-34	Day-51
6	निविदा जमा किये जाने की अन्तिम तिथि	Day-32	Day-34	Day-49	Day-66
7	निविदा खोलने की तिथि	Day-32	Day-34	Day-50	Day-68
8	निविदा की प्रतिक्रिया जाँच / तकनीकी मूल्यांकन करना तथा मूल्यांकन रिपोर्ट साइट पर अपलोड किए जाने की अन्तिम तिथि	Day-32	Day-35	Day-60	Day-83
9	प्रतिक्रिया जाँच / तकनीकी मूल्यांकन पर फर्म/ठेकेदारों द्वारा आपत्ति करने की अंतिम तिथि	Day-32	Day-38	Day-65	Day-90
10	फर्म/ठेकेदारों के प्रत्यावेदनों का समाधान कर, वित्तीय निविदा खोलने की अन्तिम तिथि	Day-32	Day-40	Day-68	Day-95
11	वित्तीय निविदा का मूल्यांकन करना तथा मूल्यांकन रिपोर्ट साइट पर अपलोड करने की अन्तिम तिथि	Day-32	Day-41	Day-70	Day-100
12	अनुबन्ध गठन हेतु आवश्यक समस्त औपचारिकताएँ पूर्ण करते हुए सफल निविदादाता को स्वीकृति पत्र निर्गत किए जाने की अंतिम तिथि	Day-35	Day-45	Day-75	Day-110
13	अनुबन्ध गठित करना	Day-42	Day-60	Day-90	Day-125

उपरोक्त में "दिवस" का तात्पर्य "कार्य दिवस" है।

कार्य को पूर्ण करने की अवधि निर्धारित करने हेतु समय सारिणी :-

क्र० सं०	कार्य	कार्य की लागत	अवधि	
			चमोली, बागेश्वर, चम्पावत, पिथौरागढ़, रुद्रप्रयाग, पौड़ी, अल्मोडा, उत्तरकाशी, टिहरी, नैनीताल	उधमसिंहनगर, देहरादून हरिद्वार
1	2	3	4	5
1	भवन/मार्ग कार्य	2.00 लाख तक स्वीकृत लागत/अपरिहार्य कार्य	3 माह	2 माह
		25 लाख तक लागत के कार्य	9 माह	6 माह
		25 लाख से 150 लाख लागत के कार्य	12 माह	9 माह
		150 लाख से 300 लाख लागत के कार्य	15 माह	12 माह
		300 लाख से अधिक लागत के कार्य	18 माह	15 माह
2	सेतु कार्य	2.00 लाख तक स्वीकृत लागत/अपरिहार्य कार्य	3 माह	2 माह
		25 लाख तक लागत के कार्य	9 माह	6 माह
		25 लाख से 150 लाख लागत के कार्य	12 माह	9 माह
		150 लाख से 300 लाख लागत के कार्य	15 माह	12 माह
		300 लाख से अधिक लागत के कार्य	18 माह	15 माह

उपरोक्त समय सीमा-सामान्य कार्यों हेतु आंकलित की गयी है। विशेष परिस्थिति में कार्य के लिये Project Management Software से आंकलित कर वास्तविक समय सीमा निर्धारित की जा सकती है। उपरोक्त अवधि में सामान्य वर्षा ऋतु एवं सामान्य शरद ऋतु को सम्मिलित किया गया है।

- 3- द्वि-कवर निविदा प्रणाली के अंतर्गत क्रियान्वित की जा रही ई-प्रोक्योरमेंट प्रणाली के माध्यम से निविदा प्रक्रिया हेतु **Standard Bidding Document** को लागू किया जाएगा। वर्तमान में द्वि-कवर निविदा प्रणाली के अंतर्गत ₹1.50 करोड़ (जी.एस.टी. सहित) से अधिक लागत वाले कार्य सम्मिलित किए गए हैं। निविदा मूल्यांकन आख्या भाग-1 (तकनीकी निविदा का मूल्यांकन) एवं भाग-2 (वित्तीय निविदा का मूल्यांकन) के अनुसार मूल्यांकन रिपोर्ट गठित कर साइट पर अपलोड किया जाएगा। (संलग्नक-3)
- 4- एकल कवर निविदा प्रणाली के कार्यों हेतु संलग्न मानक निविदा दस्तावेज (संलग्नक-1) के अनुसार कार्यवाही की जायेगी। वर्तमान में एकल कवर निविदा प्रणाली के अंतर्गत रु0 1.50 करोड़ (जी0एस0टी0 सहित) लागत तक के कार्य सम्मिलित हैं।
- 5- एकल कवर निविदा प्रणाली के कार्यों हेतु संलग्न निविदा मूल्यांकन आख्या भाग-1 (निविदा प्रतिक्रिया मूल्यांकन) एवं निविदा मूल्यांकन आख्या भाग-2 (वित्तीय निविदा मूल्यांकन) के अनुसार मूल्यांकन रिपोर्ट गठित करते हुए साइट पर अपलोड किया जायेगा। (संलग्नक-2)
- 6- सभी अधिप्राप्तियों को उत्तराखण्ड अधिप्राप्ति नियमावली, 2017 तथा समय-समय पर उसमें किए गए संशोधनों के अधीन सुनिश्चित किया जाएगा।
- 7- एकल निविदा प्रणाली में निविदा प्रख्यापित करने की विधि संलग्नक-4 में उल्लिखित है।

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मुख्य अभियन्ता (स्तर-1),
ग्रामीण निर्माण विभाग,
उत्तराखण्ड, देहरादून।

पत्रांक एवं दिनांक उक्तानुसार।

// ई-मेल द्वारा //

प्रतिलिपि:- निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. अपर सचिव, ग्रामीण निर्माण विभाग, उत्तराखण्ड शासन, देहरादून।
2. मुख्य अभियन्ता (स्तर-2), ग्रामीण निर्माण विभाग, भीमताल, नैनीताल।
3. समस्त अधीक्षण अभियन्ता, ग्रामीण निर्माण विभाग, उत्तराखण्ड।
4. समस्त अधिशासी अभियन्ता, ग्रामीण निर्माण विभाग, उत्तराखण्ड।
5. कार्यालय मुख्य अभियन्ता(स्तर-1) हेतु गठित समितियों के सदस्यगण।
6. श्री संजय दत्त, कनिष्ठ सहायक को इस निर्देश के साथ कि उक्त आदेश को विभागीय वेबसाइट पर अपलोड करना सुनिश्चित करें।


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ग्रामीण निर्माण विभाग,
उत्तराखण्ड, देहरादून।

एकल कवर निविदा के कार्यों हेतु मानक निविदा दस्तावेज निविदा आमन्त्रण सूचना

अधिशाली अभियन्ता ग्रामीण निर्माण विभाग, प्रखण्ड उत्तराखण्ड, ग्रामीण निर्माण विभाग उत्तराखण्ड में पंजीकृत ठेकेदारों से निम्नलिखित कार्यों के निर्माण कार्य पूरा करने के लिए निविदा आमंत्रित करता है -

क्र० सं०	कार्य का नाम	अनुमानित लागत (लाख में) बिना जी०एस०टी० के	धरोहर धनराशि (रु० में)	निविदा शुल्क एवं जी०एस०टी० का मूल्य	कार्य पूर्ण की अवधि	निविदा का वैधता	पंजीकृत ठेकेदार की श्रेणी
1	2	3	4	5	6	7	8

- निविदा दस्तावेज ई-गवर्नमेंट प्रोक्योरमेंट सिस्टम (ई-जीपीएस) पोर्टल <https://www.uktenders.gov.in> पर dd-mm-yyyy को ऑनलाइन प्रकाशित किए जाएंगे। सभी इच्छुक निविदादाताओं को ई-जीपीएस पोर्टल <https://www.uktenders.gov.in> पर पंजीकृत होना चाहिए। पोर्टल पर पंजीकरण निःशुल्क है। निविदा फॉर्म की लागत कॉलम संख्या 05 में उल्लिखित (गैर-वापसी योग्य) तथा निविदा की वैधता अवधि कॉलम 07 में अंकित अवधि के अनुसार होगी।
- निविदा शुल्क और जीएसटी राशि का भुगतान पृथक-पृथक ई चालान के माध्यम से विभागीय लेखा शीर्षक एवं जी.एस.टी. (CGST+SGST) जी.एस.टी नम्बर में किया जाएगा।
- निविदादाता एक या कई अनुबंधों के लिए निविदा प्रस्तुत कर सकते हैं, जैसा कि निविदा दस्तावेज में आगे परिभाषित किया गया है। बोलियाँ ई-जीपीएस पोर्टल <https://www.uktenders.gov.in> पर ऑनलाइन (ई-टेंडर) प्रस्तुत की जाएंगी। ई-टेंडरिंग के माध्यम से बोलियाँ प्राप्त करने की अंतिम तिथि/समय-dd-mm-yyyy] HH:MM बजे है।
- निविदादाताओं को ई-जीपीएस पोर्टल <https://www.uktenders.gov.in> पर पंजीकृत होना चाहिए। ई-जीपीएस पोर्टल का उपयोग करने में सक्षम होने के लिए, निविदादाता को अपना कंप्यूटर सेट अप करना होगा। निविदादाता को कंप्यूटर सेटअप के लिए सहायता मैनुअल में दिए गए निर्देशों के अनुसार कुछ उपयोगिताएँ (मुफ्त सॉफ्टवेयर) स्थापित करनी होंगी, जो ई-जीपीएस पोर्टल पर डाउनलोड के लिए उपलब्ध हैं। ऑनलाइन निविदा प्रस्तुत करने वाले निविदादाता की पहचान स्थापित करने के लिए प्रस्तुत बोलियों (Tenders) पर डिजिटल हस्ताक्षर प्रमाणपत्र के साथ इलेक्ट्रॉनिक रूप DSC से हस्ताक्षर किए जाने चाहिए। ये डिजिटल हस्ताक्षर प्रमाणपत्र भारत सरकार के प्रमाणन प्राधिकरणों के नियंत्रक द्वारा अधिकृत अनुमोदित प्रमाणन प्राधिकरणों द्वारा जारी किए जाते हैं। डी.एस.सी कैसे प्राप्त करें और इसका उपयोग कैसे करें, इस बारे में अधिक जानकारी ई-जीपीएस पोर्टल <https://www.uktenders.gov.in> पर "डी.एस.सी के बारे में जानकारी" लिंक के अंतर्गत उपलब्ध है। निविदा दस्तावेजों को डाउनलोड करना और जमा करना निःशुल्क है। निविदादाताओं को निविदा समय अनुसूची (मुख्य तिथियों) में बताई गई तिथि और समय के अन्तर्गत अपने डिजिटल हस्ताक्षर प्रमाणपत्र का उपयोग करते हुए एन्क्रिप्टेड बोलियाँ (अपने उपयोगकर्ता व्यक्तिगत आईडी द्वारा) ऑनलाइन प्रस्तुत तथा हस्ताक्षरित करनी होंगी।
- केवल उन निविदादाताओं की इलेक्ट्रॉनिक बोलियाँ ही सिस्टम द्वारा स्वीकार की जाएंगी जिन्होंने निम्नानुसार निविदा समय अनुसूची (मुख्य तिथियों) के अनुसार निर्धारित समय के अन्तर्गत अपनी बोलियाँ प्रस्तुत की हैं।

मुख्य तिथियाँ -

1 ऑनलाइन प्रकाशन की तिथि	dd-mm-yyyy, 15:00 बजे
2 दस्तावेज डाउनलोड की आरंभ तिथि	dd-mm-yyyy, 15:30 बजे
3 दस्तावेज डाउनलोड की समाप्ति तिथि	dd-mm-yyyy, 15:00 बजे
4 निविदा प्रस्तुत करने की आरंभ तिथि	dd-mm-yyyy, 10:00 बजे
5 निविदा प्रस्तुत करने की समाप्ति तिथि	dd-mm-yyyy, 15:00 बजे
6 निविदा खोलने की तिथि	dd-mm-yyyy, 15:30 बजे

- केवल ऑनलाइन बोलियाँ प्रस्तुत करने की अनुमति है, इसलिए बोलियाँ वेबसाइट <https://www.uktenders.gov.in> पर ऑनलाइन प्रस्तुत की जानी चाहिए। अन्य विवरण निविदा दस्तावेजों में देखे जा सकते हैं। नियोजक अपने नियंत्रण से परे सिस्टम की विफलता के कारण किसी भी देरी के लिए Responsive नहीं होगा। [uktenders.gov.in](https://www.uktenders.gov.in) द्वारा निविदादाता को किसी भी निविदा अपडेट के बारे

में सूचित करेगा। निविदाकर्ता अधिकारी, निविदादाता को प्राप्त नहीं होने वाली किसी भी जानकारी के लिए **Responsive** नहीं होगा। निविदा से संबंधित नवीनतम जानकारी के लिए वेबसाइट को सत्यापित करना निविदा लगाने वाले की जिम्मेदारी है। सभी निविदादाताओं को वस्तु एवं सेवा कर (जीएसटी) तथा जीएसटी अधिनियम 2017 एवं उसके नवीनतम संशोधन के अंतर्गत आने वाले करों को छोड़कर, लेकिन श्रम उपकर, रॉयल्टी एवं अन्य करों आदि को शामिल करते हुए अपनी दरें उद्धृत करनी होंगी। इस संदर्भ में जीएसटी एवं आवश्यक कटौती का भुगतान प्रचलित नियमों के अनुसार किया जाएगा।

7. निविदादाताओं को उत्तराखंड स्टांप अधिनियम एवं उसके संशोधनों के अनुसार निविदा में आवश्यक सभी स्टांप पेपर प्रस्तुत करने होंगे।
8. निविदा के सन्दर्भ में नियोक्ता सभी अधिकार सुरक्षित रखता है, निविदादाता "धोखाधड़ी एवं भ्रष्टाचार" में संलिप्त पाए जाने पर अयोग्य घोषित किए जाएंगे। निविदादाता <https://www.uktenders.gov.in> वेबसाइट से अधिक जानकारी प्राप्त कर सकते हैं।

निविदाकर्ता अधिकारी के दिनांकित हस्ताक्षर
निविदाकर्ता अधिकारी का नाम व पदनाम
कार्यालय का पता

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निविदा की शर्तें

1. उपरोक्त कार्यों हेतु निर्धारित श्रेणी में पंजीकृत ठेकेदार ही निविदा डालने के पात्र होंगे।
2. सशर्त /अपूर्ण या ऐसी निविदा जिसमें कार्य सम्पादन कराने पर कार्य की गुणवत्ता खराब होने की सम्भावना प्रतीत हो, को स्वीकार नहीं किया जायेगा।
3. ई-निविदा प्रपत्र वैबसाईट <https://www.uktenders.gov.in> पर दिनांक.....को.....बजे से दिनांक.....को.....बजे तक उपलब्ध रहेंगे तथा निविदा उक्त वैबसाईट से **download** कर प्राप्त की जा सकती है। उक्त ई निविदा में सम्मिलित होने के लिए ठेकेदार के पास डिजिटल हस्ताक्षर प्रमाण पत्र (डी.एस.सी) होना आवश्यक है, जो किसी मान्यता प्राप्त संस्थान से बनाये जा सकते हैं। निविदा के सम्बन्ध में विस्तृत जानकारी उपरोक्त वेबसाईट से प्राप्त की जा सकती है।
4. धरोहर धनराशि रु0 25.00 लाख तक के कार्य हेतु 3 प्रतिशत एवं इससे अधिक लागत हेतु 2 प्रतिशत पर न्यूनतम 75000.00 धनराशि राष्ट्रीय बचत पत्र/ डाकघर की सावधि पासबुक/सूचीबद्ध बैंक की एफ0डी0आर0 जो की अधीक्षण अभियन्ता/ अधिशासी अभियन्ता, ग्रामीण निर्माण विभाग, प्रखण्ड.....नाम बन्धक हो, मान्य होगी।
5. निविदा के मदवार (Item wise) दरें ही मान्य होगी, जो शब्दों व अंकों में स्पष्ट अंकित होनी चाहिए एवं उक्त मदवार दरें अन्य सभी करों सहित परन्तु बिना जी0एस0टी0 के होनी चाहिए।
6. किसी एक अथवा समस्त निविदा को बिना कारण बताये निरस्त करने का पूर्ण अधिकार अधोहस्ताक्षरी के पास सुरक्षित होगा।
7. निर्माण कार्यों से सम्बन्धित विस्तृत जानकारी दिनांक.....से पूर्व किसी भी कार्य दिवस में ग्रामीण निर्माण विभाग, परिमण्डल/प्रखण्ड कार्यालय.....से प्राप्त की जा सकती है, साथ ही निविदादाताओं से अपेक्षा की जाती है कि वह निविदा डालने से पूर्व कार्यस्थल का पूर्ण निरीक्षण कर समस्त जानकारी एकत्र कर लें।
8. निविदादाता को निविदा प्रपत्रों की लागत एवं जी0एस0टी0 मूल्य का पृथक-पृथक ई-चालान के माध्यम से विभागीय लेखा शीर्षक..... एवं जी.एस.टी. (CGSt+SGST) जी.एस.टी नम्बर में किया जाएगा। निविदा प्रपत्र मूल्य के ई-चालान में सम्बन्धित कार्य का नाम अंकित करना अनिवार्य होगा।
9. निविदा की दरें स्वीकृत प्राक्कलन की दरों से कम प्राप्त होने पर शासनादेश संख्या-770/III (2) 17-20 (सा0)/2011 दिनांक 12.06.2017 तथा समय-समय पर जारी/संशोधित शासनादेशों के अनुसार अतिरिक्त परफॉरमेंस सिक्योरिटी जमा करनी होगी।
10. पी0डब्लू0डी0 में प्रचलित शासनादेश संख्या- 120/III (2) 2014/20 (सामान्य)/2011 दिनांक 08.01.2014 तथा समय-समय पर जारी/ संशोधित जी0पी0डब्लू0-9 की शर्तें जैसे डिफैक्ट लाइबिलिटी, माइल स्टोन आदि अन्य प्राविधान लागू होंगे।
11. समय-समय पर जारी शासनादेशों के अनुसार आयकर/रायल्टी/सैस एवं अन्य कटौतियाँ नियमानुसार ठेकेदार के बीजक से की जायेगी।
12. यदि शासन/ग्राहक विभाग द्वारा किसी अपरिहार्य कारणवश निर्माण कार्य को रोकने के आदेश दिये जाते हैं या उक्त कार्य को स्थगित किया जाता है तो ठेकेदार को उसी स्थिति में कार्य को रोकना पड़ेगा तथा ठेकेदार, किये गये कार्य के लिए ही भुगतान का दावेदार होगा तथा अवशेष कार्य हेतु ठेकेदार का कोई दावा मान्य नहीं होगा।
13. निविदा स्वीकृत होने की दशा में ठेकेदार को एक सप्ताह के अन्दर प्रत्येक दशा में अनुबन्ध गठित कराना होगा। ठेकेदार द्वारा अकारण विलम्ब करने की स्थिति में विभाग द्वारा जमानती राशि जब्त भी की जा सकती है।
14. कार्य का अनुबन्ध गठित हो जाने के पश्चात ठेकेदार/फर्म को विभाग द्वारा उपलब्ध कराये गये विभागीय मानक, विशिष्टियों के अनुसार एवं अधिशासी अभियन्ता/ वर्क इन्चार्ज के निर्देशानुसार कार्य करना होगा।
15. निर्माण कार्य हेतु धनराशि किस्तों में प्राप्त होने की दशा में कार्य हेतु प्राप्त धनराशि के उपभोग होने व 04 माह उपरान्त भी शेष धनराशि प्राप्त न होने की स्थिति में सम्बन्धित ठेकेदार अपने अनुबन्ध को अन्तिमीकरण करवाने हेतु स्वतन्त्र होगा।
16. उक्त कार्य के सम्पादन हेतु विभाग द्वारा ग्राहक विभाग से एम0ओ0यू0 किया गया है, जिसमें कार्यों के पूर्ण करने हेतु अवधि निर्धारित की गयी है। निर्धारित अवधि में कार्य पूर्ण न होने पर अर्थदण्ड का प्राविधान है। अतः अनुबन्धकर्ता ठेकेदार/फर्म द्वारा यदि कार्य समय से पूर्ण नहीं किया जाता है तो निर्धारित अर्थदण्ड की नियमानुसार वसूली ठेकेदार से की जायेगी।
17. कार्य पर विवाद की स्थिति में विवाद क्षेत्र जनपद.....होगा।
18. ई-निविदा में प्रतिभाग पर वैबसाईट में तकनीकी खराबी आदि से होने वाली कठिनाई हेतु विभाग जिम्मेदार नहीं होगा। यदि निर्धारित तिथि को सर्वर में खराबी अथवा सार्वजनिक अवकाश घोषित होने के कारण निविदा नहीं खोली गयी तो निविदा अगले कार्य दिवस को खोली जायेगी।
19. निविदा स्वीकृति की दशा में कार्य के सम्पादन हेतु निविदादाता द्वारा निम्नानुसार न्यूनतम आवश्यक मशीनरी उपलब्ध करायी जायेगी।

क्र0 सं0	मशीनरी का विवरण	रु0 75.00 लाख लागत तक के कार्य हेतु			रु0 75.00 लाख से रु0 150.00 लाख लागत तक के कार्य हेतु		
		न्यूनतम आवश्यक संख्या	औसत क्षमता	निविदा के दिनांक तक अधिकतम आयु	न्यूनतम आवश्यक संख्या	औसत क्षमता	निविदा के दिनांक तक अधिकतम आयु
1	2	3	4	5	6	7	8

1	कंक्रीट मिक्शर (जॉब मिक्श टाईप)	01	न्यूनतम 01 क्यूबिक मी0 क्षमता	05 वर्ष	02	न्यूनतम 01 क्यूबिक मी0 क्षमता	05 वर्ष
2	वाइब्रेटर	02	—	05 वर्ष	03	—	05 वर्ष
3	पम्प	01	—	05 वर्ष	02	—	05 वर्ष
4	पानी का टैंकर	01	05 के0एल0	05 वर्ष	01	05 के0एल0	05 वर्ष
5	हाइड्रोलिक एक्शकेवेटर 70 एच0पी0	—	—	—	01	—	05 वर्ष
6	कंक्रीट ब्रेकर	—	—	—	01	—	05 वर्ष

20. निविदा स्वीकृति की दशा में कार्य के सम्पादन हेतु निविदादाता द्वारा निम्नानुसार न्यूनतम आवश्यक कार्मिकों को कार्य के निष्पादन हेतु उपलब्ध कराया जायेगा।

क्र0 सं0	मशीनरी का विवरण	रू0 75.00 लाख लागत तक के कार्य हेतु			रू0 75.00 लाख से रू0 150.00 लाख लागत तक के कार्य हेतु		
		न्यूनतम आवश्यक संख्या	कुल कार्य अनुभव	न्यूनतम शैक्षिक अर्हता	न्यूनतम आवश्यक संख्या	कुल कार्य अनुभव	न्यूनतम शैक्षिक अर्हता
1	2	3	4	5	6	7	8
1	प्रोजेक्ट सुपरवाइजर	1	05	10+2 (विज्ञान में)	1	10	10+2 (विज्ञान में)
2	सिविल इंजीनियर	—	—	—	1	05	सिविल इंजीनियरिंग में डिप्लोमा।

21. निविदादाताओं को निम्नानुसार मूल प्रपत्र स्कैन कर अपलोड करने अनिवार्य होंगे —

- धरोहर धनराशि जो अधीक्षण अभियन्ता/अधिशासी अभियन्ता, ग्रामीण निर्माण विभाग, परिमण्डल/प्रखण्ड.....के नाम बन्धक हो।
- धरोहर धनराशि बंधक करने वाली संस्था से प्रमाणपत्र (प्रारूप – 1)
- निविदा प्रपत्र की लागत के ई-चालान की प्रति जिससे जमा की गई हो। चालान में स्पष्ट रूप से कार्य का नाम यथास्थान लिखा होना अनिवार्य है।
- जी0एस0टी0 ई-चालान की प्रति जिससे जमा की गई हो।
- निविदा में दी गई दरों की वैधता हेतु 100.00 रुपये के नॉन-ज्यूडिशियल स्टाम्प पेपर पर 1.00 रू0 का रेवेन्यू टिकट मय हस्ताक्षर घोषणा पत्र (प्रारूप-2)। स्टाम्प पेपर पर कार्य का नाम तथा टेण्डर आई0डी0 स्पष्ट रूप से अंकित होना अनिवार्य है।
- निविदा हेतु दिये गये समस्त प्रपत्रों की सत्यता (Affidavit for True and Correctness of information), कार्य हेतु आवश्यक मशीनरी तथा कार्मिक उपलब्ध कराने एवं किसी भी विभाग से काली सूची में अंकित न होने व किसी भी प्रकार के विधिक विवाद में न होने हेतु 100.00 रू0 के नॉन ज्यूडिशियल स्टाम्प पेपर पर नोटरी युक्त शपथ-पत्र (प्रारूप-3)। स्टाम्प पेपर पर कार्य का नाम तथा टेण्डर आई0डी0 स्पष्ट रूप से अंकित होना अनिवार्य है।
- विभाग में पंजीकरण एवं नवीनीकरण की प्रति। पैन कार्ड की प्रति (स्वप्रमाणित)।
- जी0एस0टी0 में रजिस्ट्रेशन की प्रति (स्वप्रमाणित)।
- निविदा दाता के वर्तमान में प्रगतिरत कार्यों की सूचना (प्रारूप – 4) (स्वप्रमाणित)।
- पार्टनशिप डीड (यदि लागू हो)।
- पावर ऑफ एटोर्नी (यदि लागू हो)।
- जी.एस.टी. से प्राप्त नोड्यूल प्रमाणपत्र।

सभी प्रपत्र निविदा बाक्स में भी डाले जा सकेंगे।

22. निविदा का मूल्यांकन अनिवार्य रूप से मात्र फर्म/ठेकदारों द्वारा आनलाईन अपलोड किये गये प्रपत्रों के आधार पर ही किया जायेगा। किसी भी दशा में मूल रूप से निविदा बाक्स में जमा कराये गये प्रपत्रों के आधार पर निविदा का मूल्यांकन नहीं किया जायेगा तथा इस सम्बन्ध में निविदादाता का कोई भी अनुरोध/दावा मान्य नहीं होगा।

23. समस्त प्रपत्र निर्धारित प्रारूपों में ही अपलोड किये जायेंगे।

निविदा कर्ता अधिकारी के दिनांकित हस्ताक्षर
निविदा कर्ता अधिकारी का नाम व पदनाम
कार्यालय का पता

7/8/2024

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“प्रारूप-1”

**धरोहर धनराशि बन्धक करने वाली संस्था से प्रमाणपत्र
(Bid Declaration Form)**

..... बैंक का नाम, और बन्धक करने वाली शाखा या कार्यालय का पता

लाभार्थी :-नियोक्ता का नाम और पता

तारीख : -.....

बन्धक की गई धरोहर धनराशि का प्रकार एवं संख्या -

हमें सूचित किया गया है कि **निविदादाता का नाम** (जिसे इसके बाद निविदादाता कहा जाएगा) ने अपनी निविदा दिनांक (जिसे इसके बाद निविदा कहा जाएगा) को **कार्य का नाम** के निष्पादन के लिए अपनी निविदा आमंत्रण संख्या..... के तहत आपको प्रस्तुत की है।

हम समझते हैं कि, आपकी शर्तों के अनुसार, निविदायें धरोहर धनराशि द्वारा समर्थित होनी चाहिए।

निविदादाता के अनुरोध पर, हम..... **बैंक का नाम**..... इसके द्वारा अपरिवर्तनीय रूप से आपको उपरोक्त बन्धक की गई कोई भी राशि या राशि का भुगतान/राज्यसात करने का वचन देते हैं, जो कुल मिलाकर **राशि अंकों में** (**राशि शब्दों में**) राशि से अधिक नहीं होगी, जब हमें आपकी पहली मांग लिखित रूप में प्राप्त होगी, जिसके साथ एक लिखित कथन होगा जिसमें कहा गया होगा कि बोलीदाता बोली शर्तों के तहत अपने दायित्वों का उल्लंघन कर रहा है।

बैंक का नाम एवं शाखा.....

बैंक प्रबन्धक का नाम.....

फोन नम्बर.....

बैंक की ई-मेल आईडी.....

..... बैंक की मुहर एवं अधिकृत हस्ताक्षर

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“प्रारूप-2”

(प्रारूप 100.00 के स्टाम्प पर रू0 1.00 के रसीदी टिकट सहित)

घोषणा पत्र

समक्ष :- श्रीमान अधीक्षण अभियन्ता/अधिशाली अभियन्ता, ग्रामीण निर्माण विभाग, परिमण्डल/प्रखण्ड.....

कार्य का नाम

मै.....पुत्र.....निवासी.....

.....निम्न कथन एतद् द्वारा घोषणा करता हूँ :-

1- यह कि उपरोक्त नाम व पता सही व सत्य है।

2- यह कि मै उपरोक्त फर्म का प्रोपराईटर/पावर ऑफ एटोर्नी प्राप्त अधिकृत पार्टनर हूँ।

3- यह कि उपरोक्त कार्य की निविदा में जो फर्म द्वारा/मेरे द्वारा दरे दी गयी है उनकी वैधता..... दिन मुझे मान्य है, और इस वैधता अवधि तक फर्म द्वारा/मेरे द्वारा दी गयी दरों पर कार्य करने को बाध्य हूँ अन्यथा मेरी जमानत धनराशि विभाग द्वारा जब्त कर दी जाय।

स्थान.....

दिनांक.....

हस्ताक्षर ठेकेदार/फर्म
(एक रू0 के रसीदी टिकट पर)

रू0
100.00

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“प्रारूप-3”

(प्रारूप 100.00 के स्टाम्प पर नोटरी सहित)

शपथ पत्र

समक्ष :- श्रीमान अधीक्षण अभियन्ता/अधिशासी अभियन्ता, ग्रामीण निर्माण विभाग, परिमण्डल/प्रखण्ड.....

कार्य का नाम

मैं.....पुत्र.....निवासी.....

.....निम्न कथन शपथ पूर्वक बयान करता हूँ :-

- 1- यह कि मुझ शपथकर्ता का उपरोक्त नाम व पता सही व सत्य है।
- 2- यह कि मुझ शपथकर्ता के द्वारा जो धरोहर राशि, बैंक ड्राफ्ट एवं सभी प्रपत्र निविदा के साथ प्रस्तुत किये गये हैं, वह सभी सही व सत्य है, कोई भी तथ्य छिपाया नहीं गया है।
- 3- यह कि उपरोक्त लिखे गये कथन सही व सत्य हैं, जिनकी मैं शपथकर्ता पुष्टि करता/करती हूँ। यदि कोई तथ्य गलत पाये जाते हैं, तो उसकी सम्पूर्ण जिम्मेदारी शपथकर्ता की होगी।
- 4- शपथकर्ता द्वारा निविदा स्वीकृत होने की दशा में कार्य हेतु आवश्यक मशीनरी तथा कार्मिक उपलब्ध करा दिये जायेंगे।
- 5- शपथकर्ता को किसी भी विभाग द्वारा काली सूची में अंकित नहीं किया गया है तथा शपथकर्ता किसी भी प्रकार के विधिक विवाद में नहीं है।
- 6- शपथ कर्ता द्वारा निविदा से सम्बन्धित समस्त शर्तों, निर्देशों एवं तकनीकी विनिर्देशों को ध्यानपूर्वक पढ़ लिया है एवं शपथ कर्ता उससे पूर्णतः सहमत है।

दिनांक.....

हस्ताक्षर/शपथकर्ता

मैं उपरोक्त शपथकर्ता यह सत्यापित करता/करती हूँ कि उपरोक्त शपथ के पैरा नं० 01 से 06 तक के कथन मेरे निजी ज्ञान में सही व सत्य है और मैं समझबूझ कर अपने हस्ताक्षर कर रहा/रही हूँ।

नोटरी

हस्ताक्षर/शपथकर्ता

7/12/2017

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'प्रारूप-4'

निविदादाता के वर्तमान में प्रगतिरत कार्यों की सूचना

क्र० सं०	नियोक्ता विभाग का नाम	अनुबन्ध संख्या व दिनांक	कार्य का नाम	अनुबन्ध की धनराशि	कार्य प्रारम्भ करने की तिथि	कार्य समाप्ति की तिथि	अब तक किये गये भुगतान की धनराशि
1	2	3	4	5	6	7	8

नोट :- प्रगतिरत कार्यों से सम्बन्धित भुगतान का अद्यतन साक्ष्य संलग्न किया जाना आवश्यक है। साक्ष्य हेतु प्रमाण पत्र अधिशासी अभियन्ता स्तर से अन्यून अधिकारी द्वारा ही निर्गत होना चाहिए।

हस्ताक्षर ठेकेदार/फर्म

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GENERAL CONDITIONS OF CONTRACT

Clause No.1	The contract means the document forming the tender and acceptance there of and the formal agreement executed between the Governor of Uttarakhand and the contractor together with the documents referred to therein including these conditions the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- charge and all these documents taken together shall be deemed to form one contract and shall be complementary to another.
Clause No.2	<p>In the contract the following expression shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them.</p> <p>(a) The 'works or work' shall unless there be something either in the subject or context repugnant to such construction shall be construed and taken to mean the works by, or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.</p> <p>(b) The 'site' shall mean the land and/or other places on, into or through which work is to be executed under the contract, or any adjacent land path or street through which work is to be executed under the contract or any adjacent land path or street which may be allotted or used for the purpose of carrying out the contract.</p> <p>(c) The 'contractor' shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assign of such individual or firm or company.</p> <p>(d) The 'Governor' shall mean the Governor of Uttarakhand, his successor or assigns.</p> <p>(e) The Engineer-in-Charge shall mean the Executive Engineer the Assistant Engineer, as the case may be, who shall supervise and be in-charge of the work.</p> <p>(f) The 'Government' shall mean the Government of Uttarakhand.</p> <p>(g) The 'Chief Engineer' shall means Chief Engineer Level-II Public Works Department Uttarakhand</p> <p>(h) The 'Estimated Cost' shall means the cost of the work or works as estimated, on the basis of Approved rates by the competent authority .</p> <p>(i) The Department shall mean the Public Works Department, Uttarakhand.</p> <p>(j) Words importing the singular number include plural numbers and vice-versa.</p>
Clause No.3	<p>The contractors shall deposit performance security and extra performance security along with security deposit/ retention money as applicable as per detail given below :-</p> <p>(3.1) Performance Security :-</p> <p>(3.1.1) Percentage Rate Contracts –</p> <p>(3.1.1.1) For contract agreements of cost upto Rs. 1.00 crore :-</p> <p>The performance security at the rate of 2% of the contract price or estimated cost of the work whichever is higher shall be provided by the contractor to the employer at the time of signing of the contract agreement in the form acceptable to the employer from reputable local banks including scheduled</p>

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banks or nationalized banks acceptable to the employer and the remaining 3% performance security shall be deducted from the first running bill paid to the contractor.

(3.1.1.2) For contract agreements of cost Rs. 1.00 crore and above:-

The Performance Security shall be Provided by the Contractor to the Employer not later than the date Specified in the letter of acceptance and shall be issued for an amount of 5%(Five percent) of the Contract Price or estimated cost of the work, whichever is higher, in the form acceptable to the Employer from reputable local Banks including scheduled banks or nationalized banks acceptable to the Employer.

The Performance security shall be valid until the date of issuance of completion certificate. The employer may increase the Performance Security to a level sufficient to protect it against the possibility of financial loss, if the lowest evaluated bid is below the estimated cost of the work.

(3.1.1.3) Additional performance security:-

The amount of Additional performance security shall be worked out as follows :-

- (a) Up to 5% below the Estimated Cost; No Additional Performance Security
- (b) From 5% below to 15% below the estimated cost, An Additional Performance Security of 0.5% of the estimated cost for every 1% below the estimated cost,
- (c) For more than 15% below the estimated cost, an Additional performance Security of 1% of the estimated amount for every 1.0% below the estimated cost.

Note :-

❖ *If the percentage below is not a whole number, any percentage above 0.5% shall be rounded, off to next higher whole number and any percentage below 0.5% shall be rounded off to immediate lower whole number.*

❖ *The Performance Security and Additional Performance Security as Applicable Shall be refunded to the contractor after satisfactory completion of the work and after the payment of the final bill.*

(3.1.2) Item Rate Contracts-

(3.1.2.1) For contract agreements of cost upto Rs. 1.00 crore :-

The performance security at the rate of 2% of the contract price or estimated cost of the work whichever is higher shall be provided by the contractor to the employer at the time of signing of the contract agreement in the form acceptable to the employer from reputable local banks including scheduled banks or nationalized banks acceptable to the employer and the remaining 3% performance security shall be deducted from the first running bill paid to the contractor.

(3.1.2.2) For contract agreements of cost Rs. 1.00 crore and above:-

The Performance Security shall be provided by the contractors to the Employer not later than the date specified in the letter acceptance and shall be issued for an amount of 5% of the Contract Price or the estimated Cost of the work, whichever is higher, in the form acceptable to the Employer from

	<p>reputable local banks including scheduled banks or nationalized banks acceptable to the Employer. The performance security shall be valid until the date of issuance of Completion certificate. The Employer may increase the Performance Security to a level sufficient to protect it against the possibility of Financial loss, if the lowest evaluated bid is unbalanced.</p>												
	<p>(3.1.2.3) <u>Additional performance security:-</u></p> <p>The amount of Additional Performance security shall be worked out as follows:-</p> <p>(a) No Additional Performance Security for item rates up to 5% below the estimated item rate,</p> <p>(b) An Additional Performance Security of 10% of the estimated cost of items, for item Rates form 5% to 15% below the estimated rate,</p> <p>(c) An Additional Performance Security of 15% of the estimated cost of items, for item Rates more than 15% below the estimated rate,</p> <p><i>Note: The Performance Security and Additional Performance Security as applicable shall be refunded to the contractors after satisfactory completion of the works and after the payment of the final bill.</i></p>												
	<p>(3.2) <u>Security Deposit :-</u></p> <p>The Employer shall retain from each Payment due to the Contractor an amount of 5% of the bill Amount, subject to a maximum of 5% of the Contract Price until the Defects liability period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected. The defect liability period shall be 12 months from the date of completion of the contract for non bituminous works and shall be 24 months from the date of completion of the contract for bituminous works.</p>												
Clause No. 4	<p><u>Compensation for Delay:-</u></p> <p>If the contractor fails to maintain the required progress as per Annexure-A or to complete the work and clear the site on or before the Date of completion or extended date of completion, he shall, without prejudice to any right or remedy available under the law to the government on account of such breach pay as agreed compensation the amount calculated at the rates stipulated below if that the progress remains below that specified in Schedule-A or that the work remains incomplete.</p> <p>SCHEDULE- A</p> <p>The date of start of work may be maximum 15 days after the date of registration of contract. Mile stone (s) shall be as per table given below :-</p> <table><tr><th>S. No.</th><th>Financial Progress</th><th>Time allowed (from date of start)</th><th>Grace period</th></tr><tr><td>1</td><td>1/8th /(12.5%) of the cost of total work done.</td><td>1/4th (25%) of bonded period.</td><td>1/8th of the bonded time.</td></tr><tr><td>2</td><td>3/8th /(37.50%) of the cost of total work done.</td><td>1/2nd /(50%)of bonded period.</td><td>-</td></tr></table>	S. No.	Financial Progress	Time allowed (from date of start)	Grace period	1	1/8th /(12.5%) of the cost of total work done.	1/4th (25%) of bonded period.	1/8th of the bonded time.	2	3/8th /(37.50%) of the cost of total work done.	1/2nd /(50%)of bonded period.	-
S. No.	Financial Progress	Time allowed (from date of start)	Grace period										
1	1/8th /(12.5%) of the cost of total work done.	1/4th (25%) of bonded period.	1/8th of the bonded time.										
2	3/8th /(37.50%) of the cost of total work done.	1/2nd /(50%)of bonded period.	-										

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3	3/4th /(75%) of the cost of total work done.	3/4th (75%) of bonded period.	-
4	Full/(100%) of the cost of total work done.	Full/(100%) of bonded period.	-

Conditions to withheld the amount in case of non- achievement of milestone:-

- (4.1) If the work is not started by the end of the time given for the first milestone, the agreement shall be immediately finalized and the performance security shall be forfeited.
- (4.2) If the work is started just before the lapse of the first milestone, but not completed by the time given for the grace period, 2.50% of the contract value shall be withheld and it shall only be refundable incase of compensating the target of the first milestone along with the second milestone within the scheduled time of second milestone.
- (4.3) In the event of non achieving the necessary progress as per the second milestone additional 3.50% of the contract value shall be withheld and the total 6.0% withheld money shall only be refundable if the required progress upto second milestone is achieved alongwith the third milestone within the scheduled time of third milestone.
- (4.4) In the event of non achieving the targeted progress upto the third milestone additional 4% of the contract value shall be withheld and total 10% withheld money shall only be refundable if the targeted progress upto third milestone is compensated & achieved alongwith the forth milestone i.e the whole work is completed within the bonded period.
- (4.5) If the whole work upto the forth milestone is not completed within the scheduled or rescheduled time, all the withheld amount of 10% shall be recovered from the contractor from any money due to him by the Government under this contract or any other account what so ever. Otherwise the same will be recoverable as an aUkear of land revenue through collector.

The time allowed for execution of the work as specified in the Schedule "A" or the extended time in accordance with these conditions shall be an essence of the Contract. The execution of work shall commence from such time period as mentioned in the contract agreement. If the Contractor commits default in commencing the execution of the work as aforesaid, government shall without prejudice to any other right or remedy available in law ,be at liberty to forfeit the amount as mentioned above.

- ❖ As soon as possible after the contract is concluded, the Contractor shall submit a time and progress chart for each mile stone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the Schedule 'A' above for completion of item of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and Contractor within the limitation of time imposed in the contract documents .
- ❖ If the work (s) be delayed by :-
 - I. Force majeure , or
 - II. Abnormally bad weather, or

	<p>III Serious loss or damage by fire or</p> <p>IV. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p>V. Delay on the part of other contractors or tradesmen engaged by Engineer-in charge in execution of work not forming part of the Contract, or</p> <p>VI. Non availability of stores, which are the responsibility of Government to supply, or</p> <p>VII Non- availability or breakdown of tools and plant to be supplied or supported by Government, or</p> <p>VIII. Any other cause which in the absolute discretion of the Engineer-in-charge is beyond the contractors control then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of Engineer- in-charge to proceed with the work.</p> <p>Request for rescheduling of milestones and extension of time to be eligible for consideration, shall be made by the Contractor in writing within 14 days of the happening of the event causing delay on the prescribed form..</p> <p>In any such case competent authority may give a fair and reasonable extension of time and reschedule the milestone for completion of work as per clause-5.</p>
Clause No.5	<u>Action when whole of performance security is forfeited</u>
	<p>(5.1) The officer accepting the contract on behalf of the Government or the Engineer-in-Charge shall have the power, without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise whether the date for completion has or has not elapsed by notice in writing to determine, the contract in any of the following cases:</p>
	<p>(5.1.1) If the contractor having been given by the Engineer-in-charge a notice in writing (which notice under the hand of the Engineer-in-charge or communicated directly or through the Assistant Engineer shall be conclusive evidence) to rectify ,reconstruct or replace any defective work or any work damaged by any reason whatsoever or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirements or such notice for a period of seven days of such notice or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that date.</p>
	<p>(5.1.2) If the contractor being a company shall pass a resolution or the court shall</p>

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	make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances, shall arise which entitle the court or creditor to appoint a receiver or manager or which entitle the court to make winding up order.
	(5.1.3) If the contractor commits breach of any of the terms and conditions of this contract other than those mentioned in sub Clause (5.1.1) above.
	(5.1.4) If the contractor commits any act mentioned in clause 18 hereof.
	(5.2) When the contractor has made himself liable for action under any of the cases aforesaid the officer accepting the contract on behalf of the Government or the Engineer-in-charge shall have powers to adopt any one or more of following courses as he may deem best suited to the interest of Government.
	(5.2.1) To determine or rescind the contract as aforesaid (of which termination or recession notice in writing to the contractor under the hand of the Engineer-in-charge or communicated directly or through the Assistant Engineer shall be conclusive evidence). Upon such termination or recession the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Government.
	(5.2.2) After giving notice to the Contractor to measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Government under this contract or any other account whatsoever or from his security deposit or the proceed of the sales thereof or a sufficient part thereof as the case may be.
	(5.3) In the event of any one or more of the courses mentioned in Sub Clause(2) above being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the Execution of the work of the performance of contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. If the security of the contractor is forfeited as above and same is repeated in other contract agreement the contractor shall be liable to be black listed.
Clause No.6	<u>Contractor remains liable to pay compensation if action not taken under clause 5.</u> In any case in which any of the powers conferred upon the officer

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	<p>accepting the contract on behalf of the Government or Engineer-in-charge by Clause 5 here of, shall have become exercisable and the same are not exercised, the non exercised there of shall not constitute a waiver of any of the condition here of and such power shall not with standing be exercisable in the event of any future case of the default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the preceding Clause, the Engineer-in-charge may if he so desires, take possessions of all or any tools, plant, materials or any stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in the case of these not being applicable at current market, rates to be certified by the Engineer-in-charge whose certificate there of shall be final other wise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the work, foremen or other authorized agent require him to remove, such tools, plant, materials of stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requisition, the Engineer-in- charge may remove at the Contractor expenses or sell them by auction or private sale on the account of Contractor and at his risk in all respect and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any sale shall be final and conclusive against the contractor.</p>
<p>Clause No. 7</p>	<p><u>Extension of time :-</u></p> <p>The time allowed for execution of work as specified in the schedule "A" or the extended time in accordance with these condition shall be the essence of the contract. The execution of the work shall commence from such time period mentioned in schedule .If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution, or any other ground he shall apply in writing to the officer accepting the contract on behalf of the Government through the Engineer-in- Charge and a copy thereof is sent to Engineer-in-Charge within 30 days of the hindrance on account of which he desires such extension as aforesaid, The cases of the extension of the time beyond the time schedule as per milestone shall be submitted to the authority next higher to the officer accepting the contract on behalf of the Government provided that the extension of time should be limited to 50% of the total period of that particular miles stone. In case this period exceeds more than-50%, it shall be submitted to authority next to next higher to the office accepting the contract as the case may be. Provided always that if the Contractor continues to perform the work obtaining approval for extension as aforesaid the right of the Government to claim compensation under Clause 5 shall not be deemed to have been waived.</p>
<p>Clause No.8</p>	<p><u>Final Certificate:-</u></p> <p>On completion of the work the contractor shall send a registered notice to the Engineer-in-Charge giving the date of completion and sending a copy of it</p>

to the officer accepting the contract on behalf of the Government and shall request the Engineer-in-Charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site, on which the work shall be executed all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work doors, windows, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and he has filled up the pits. If the Contractor fails to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish and disposal of the same as he think fit and clean off such dirt and fill the pits as aforesaid, and the Contractor shall forth with pay the amount of all expenses so incurred and shall have no claim in respect of any scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-Charge himself or through his subordinate, whose measurements shall be binding and conclusive against the contractor, provided that, in subsequent to the measurements taken by the subordinates as aforesaid the Engineer-in-Charge had reason to believe that the measurements by his subordinates are not correct, Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractors and to take measurements again after giving notice to the contractor and remeasurements shall be binding on the contractors .

Within fifteen days of the receipt of the notice, the Engineer-in-Charge shall inspect the work and if there is no visible defect on the face of the work, shall give the contractor a certificate of completion. If the Engineer-in-Charge finds that the work has been fully completed, it shall be mentioned in the certificate to be granted. On the other hand, if it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of completion of work shall be given after the visible defects pointed out as above have been removed.

**Clause
No.9**

Intermediate Payments :-

No Running payments shall be made for work estimated to cost less than Fifty thousand till after the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees Fifty thousand, the contractor shall, on submitting the bill, thereof be entitled to receive a payment passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. The maximum amount of intermediate payment shall be limited upto 75 percent of the contract amount. All such intermediate payments shall be regarded as payments for works actually done and completed and shall not preclude bad, unsound and imperfect or unskilled work to be removed and take away and re-constructed or re-corrected, or it shall not be considered as an admission of the due performance of the contractor or any part thereof in any

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	<p>respect of the acquiring of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts and otherwise or in any other way vary or affect the contract.</p> <p>The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-Charge and payments shall be made within 3 months of submission of such bill. If there shall be any dispute about any items of the work then the undisputed item or items only shall be paid within the said period. The contractor shall submit a list of the disputed items within 30 days from the disallowances thereof and if he fails to do so his claim shall be deemed to have been fully waived and absolutely extinguished.</p>
Clause No.10	<p><u>Contractors to be given a week to file objection to the measurement recorded by the department:-</u></p> <p>Before taking any measurement of any work as has been referred to in clause 8,9 thereof, the Engineer-in-Charge or subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurements taken by the Engineer-in-Charge or by the subordinate deputed by him as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.</p>
Clause No.11	<p><u>Stores supplied by the Government:-</u></p> <p>If the specification or schedule of the items provides for the use of any special description of material to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as here-in-after mentioned being so far as practicable for convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the Schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores as are required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the Rates specified in the said scheduled or memorandum may be set off or deducted from any sums then due, or there after to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in the case sold for the purpose. It shall be the responsibility of the contractor to ascertain from time to time, from the Engineer-in-Charge about the position of availability of the materials as afore mentioned and any delay on the part of the Engineer-in-charge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of all such delays the contractors shall be granted reasonable extension of time. All materials supplied to the contractor are the property of the contractor, but shall not on any account be removed from the site of the work, except with written permission of the Engineer-in-Charge or</p>

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	<p>under his orders and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in-perfectly good condition at the time of completion or determination of the Contract may, by special arrangement be taken over by the Government at the prevailing market rates, if required for use on other works in progress provided that the price allowed shall not exceed the amount charged to the Contractor.</p>
<p>Clause No.12</p>	<p><u>Works to be executed in accordance with specification, drawing etc:-</u></p> <p>The contractor shall execute the whole and every part of the work in the most substantial and work-man like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the contractor shall be entitled to have access to such office, for the purpose of inspecting during office hours and the contractor shall be furnished free of charge one copy of the specification and of all such designs, drawings, and instructions not included in the detailed specifications for buildings and roads enforced from time to time or any other printed publications on general specifications referred to elsewhere in the contract.</p>
<p>Clause No.13</p>	<p><u>Alteration in specification and design do not invalidate contract:-</u></p> <p>The Engineer-in-charge shall have the authourity to make any alteration or omission from, additions to or substitution for the original specification, drawings, designs, and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions that may be given to him in writing singed by the Engineer-in-charge and such alterations, omission, addition, or substitutions shall not, invalidate the Contract any altered additions, or substituted work which the contractor may be directed to do in the manner as above specified as part of the work shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of the time so extended may be allowed to the contractor. The rates for such additional, altered or substituted work under this clauses shall be worked out in accordance with the following provisions in their respective order:-</p> <p>13.1 If the Rate for the additional, altered, or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract of the work.</p> <p>13.2 If the rates for the additional, altered or substituted work include any work for which no rates are specified in the contract for the work or can not be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in the Schedule of rates minus/plus percentage</p>

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	<p>which the total tendered amount bears to the estimated cost of the entire work put to tender.</p> <p>13.3 If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rate will be arrived from the rates for similar class of work, as are specified in the contract for the work.</p> <p>13.4 If the rates for the additional, altered or substituted work can not be determined in the manner specified in sub clauses 13.1 to 13.3 above, the rates for such work shall be worked out on the basis of the Schedule of Rate minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender, provided always that if the rates for a particular part or parts of the item is not in the Schedule of rate, rate for such part or parts will be determined by the officer accepting the contract and approved by next higher to the officer accepting the contract on behalf of the Government on the basis of the prevailing market rates when the work was done.</p> <p>13.5 If the rates of the additional, altered or substituted work can not be determined in the manner specified in sub clause 13.1 to 13.4 above, then the contractor shall within 7 days of the date of receipt of the order to carry out the work inform the officer accepting the contract on behalf of the Government of the rate which it is his intension to charge for such class of work, supported by analysis of the rates claimed and the Superintending Engineer shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However the officer accepting, the contract on behalf of the Government by notice, in writing will be at liberty to cancel his order to carry out such class of the work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor, shall suspend the work on the plea of non settlement of rates of items, falling under this clauses:-</p> <p style="text-align: center;">The quantities for the additional, altered or substituted work and the rates thereof under sub-clause (1) to (3) shall be worked out by the officer accepting the contract on behalf of the Government and shall be approved by the officer next higher to the officer accepting the contract.</p>
<p>Clause No.14</p>	<p><u>No compensation for alteration in or restriction of the work to be carried out:-</u></p> <p>If at any time after the commencement of the work the Government of Uttarakhand or the Chief Engineer shall for reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment of the</p>

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	<p>work as originally contemplated nor shall have any claim to compensation by reason of his having purchased or procured materials with a view to the execution of the work or the performance of the contract. But the Engineer-in-charge shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirements of the work and to pay to the contractor the actual cost thereof (of the amount of which cost, a certificate by the Engineer-in-charge shall be binding on the contractor). In the event of this option not being exercised, the contractor may submit to the Engineer-in-charge within one month of the date of the order closing down the work a detailed statement of the loss that estimate he will sustain by removing, selling or otherwise disposing of the materials. The estimate will be forwarded to the Chief Engineer who will decide what sum, if any, should as a matter of grace be paid to the contractor to compensate him for the loss suffered by him and the decision of Chief Engineer shall be final and binding on the contractor.</p>
Clause No.15	<p><u>Action and compensation payable in case of bad work:-</u></p> <p>If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect, unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing from the Engineer-in-charge specifying the work material or articles complained of not-withstanding that the same may have been in advertantly passed, certified and paid for forth-with rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials and articles so specified and provide other proper and suitable articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by Engineer-in-charge in his demand aforesaid the Engineer-in-charge may rectify or remove and re-executed the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractor in all respects of the contract.</p>
Clause No.16	<p><u>Work to be open to inspection:-</u></p> <p>All work under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours and at all other time, at which reasonable notice of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly authorized in writing to be present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.</p>
Clause No.17	<p><u>Notice to be given before work is covered up:-</u></p> <p>The contractor shall give not less than seven days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work such as Earthwork, Base Concrete, Reinforcement in R.C.C work, or other hidden work etc in order that the same may be measured and correct dimension thereof be</p>

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	<p>taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of the measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same be uncovered at the contractor's expenses, or in default hereof no payment or allowances shall be made for such work of the materials with which the same was executed.</p>
<p>Clause No.18</p>	<p><u>Contractor liable for damage done and for imperfection during the defect liability period :-</u></p> <p>If the contractor or his work people or servants shall break, deface injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure, grass land or cultivated ground contiguous to the premises on which the work or any part of it being executed, or if any damage shall happen to the work while in progress from any cause whatever, or any defect shrinkage or other faults appears in it within the defect liability period starting after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sum that may then or at any time thereafter, becomes due to the contractor or from his performance guarantee, security deposit or the proceeds of the sale thereof or a sufficient portion thereof or in any other manner, legally permissible. The defect liability period shall be 12 months from the date of completion of the contract for non bituminous works and 24 months from the date of completion of the contract for bituminous works. Performance guarantee shall be refundable after the defect liability period after deducting amount if any as above.</p>
<p>Clause No.19</p>	<p><u>Contractors Supply, plant, ladders, scaffoldings etc:-</u></p> <p>The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract, be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other document forming part of the contract or referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there after to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting weighting and assisting in the measurement or examination at any time and from time to time, of the work or material, Failing his so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all</p>

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	<p>necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action, or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action, or proceedings to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person. If any equipment is issued departmentally rent will be recovered from the contractor's bills at current rates fixed by the Chief Engineer the terms of such issue to be ascertained by the contractor from the Engineer-in-charge in writing in advance.</p>
Clause No.20	<p><u>Subletting Contract:-</u></p> <p>The contractor shall not assign or sublet without written approval of the officer accepting the contract on behalf of the Government in two bid system of tendering. The contractor may assign or sublet up to 50% of the contract value to the person and firm already registered in the department or to the person or firm having the same technical competency as per the respective class of registered contractor with prior approval, from the officer accepting the contract on behalf of the Government. And if the contractor shall assign or sublet his contract, without prior approval or attempt to do so, the Engineer-in-charge on behalf of the Government of Uttarakhand shall have power to adopt any of the courses specified in Clause-5 he may deem best suited in the interest of the Government.</p>
Clause No.21	<p><u>Action on account of influence:-</u></p> <p>If the contractor attempts to bribe or provide gratuity gift, loan, perquisite reward or any pecuniary advance or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servant or agents to any Public Officer or person in the employment of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the officer accepting the contract, on behalf of the Government may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensue as if the contract had been rescinded under clause 5 hereof and in addition the contractor shall not be entitled to recover or be paid for any work thereto or for actually performed under the contract</p>
Clause No.22	<p>The Contractor shall not for the execution of the work employ any labor under 15 years of age and within the limits of any cantonment, any female labour. For every breach of this covenant the contractor shall be liable to pay by way of liquidated damages such sums minimum Rs. Two thousand but not exceeding Rs. Five thousand as the Engineer-in-charge may fix and recover such sum by deduction from any sums which may be due, or may at any time thereafter becomes due to the contractor. The provision of The child labour (Prohibition and Regulation) Act 1996 shall be applicable</p>
Clause No.23	<p>The contractor shall pay to labour employed by him either directly or through sub contractor wages not less than fair wages as defined in minimum wages Act 1948 and as amended from time to time and also as per Provision of contract Labour (Regulations and Abolition) Act, 1970.</p>

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Clause No.24	In respect of all labour directly or indirectly employed in the work for the performance of the contract the contractor shall comply with or cause to be complied with all the directions issued by the Government from time to time for the protection of health and sanitary arrangement for workers employed by the contractors The provision of the building and other construction workers (Regulation of employment and conditions of series) Act 1996 shall be applicable.
Clause No.25	Leave and pay during leave of all labour employed by the contractor shall be regulated as per provision of the Building and other construction workers (Regulation of employment and conditions of services) Act 1996.
Clause No.26	The contractor will motivate and make all necessary assistance to have awareness among its labour regarding HIV Aids, Polio, Vaccination etc. the contractor will make all necessary assistances to have crèches and Sarvshiksha, for the Children of his labour employed at construction site.
Clause No.27	Regarding accommodation, Drinking water, sanitation, crèches, First Aid, canteens, etc. to its Labour employed directly or indirectly the provision of The Building and other construction workers (Regulation Of Employment And Conditions Of Services) Act 1996 and its amendments if any and as per provision of the contract labour (Regulation And Abolition) Act 1970 and its amendments if any shall be applicable.
Clause No.28	<u>Sums payable by way of compensation to be considered reasonable compensation without reference to actual Loss:-</u> All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damages sustained and whether or not any damages shall have been sustained
Clause No.29	<u>Change in constitution of firm :-</u> In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.
Clause No.30	All work to be executed under the contractor shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.
Clause No.31	<u>Protests:-</u> (31.1) If the contractor considers any work demanded of him to be out side the requirement of contract, or considers any record or ruling of the Engineer- in-Charge or of his subordinate to be unfair, he shall immediately upon such work being demanded of such record or ruling being made, ask in writing

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for written instructions or decisions, whereupon he shall proceed without delay to perform the work or confirm to the record or ruling and within twenty days after date of receipt of the written instructions or decision he shall file a written protest appeal to the next higher to the officer accepting the tender stating clearly and in detail the basis of his objections. Except for such protest or objections, as are made on record in the manner here in specified and within the time limit stated the record, ruling instructions or decisions of the appellate officer as above shall be final and conclusive. Instructions and/ or decisions of the appellate officer contained in letters transmitting drawings to the contractor shall be considered as written instructions or decision subject to protest objections as wherein provided.

- (31.2) If the contractor is dissatisfied with the final decision of the appellate officer (officer next higher then the officer accepting the tender) in pursuance of Clause 31.1, the contractor may within thirty days after receiving notice of such decision, give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particular of the dispute or differences specifying clearly the point at issue. If the contractor fails to give such notice within the period of thirty days as stipulated above, the decision of the appellate officer shall be conclusive and binding on the contractor.
- (31.3) Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or workman ship or materials used in the work or as to any other questions, claim, right, or rates for extra items sanctioned and decided or not by the competent authority under the condition of the contract, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications estimates instructions or orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same. Whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person or persons appointed by the Engineer-in-Chief, Uttarakhand Public Works Department, there will be no objection to any such appointments that the arbitrator so appointed is a Govt. servant that he had to deal with the matter to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitate to act, the Engineer-in-Chief, shall appoint another person to act as arbitrator in accordance with the terms of contract. It is also a term of this contract that no person other than a person appointed by the Engineer-in-Chief of the Uttarakhand P.W.D as aforesaid shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all the arbitrator's may from time to time, with the consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of Arbitration and conciliation Act 1996, or any statutory modification or re-enactment. Thereof and the rules

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made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

The sole arbitrator or arbitrators to be appointed by the Engineer-in-Chief, shall be of the status given below:-

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| (a) For claim for amount in dispute of not Over Rs. 75,00,000 (Rs. Seventy five lakh) in the case of work order and in case of contracts accepted by an Assistant Engineer/Executive Engineer. | Superintending Engineer of Uttarakhand P.W.D |
| (b) For claims or amount in dispute of over Rs. 75,00,000 and not over Rs. 2,00,00,00 (Rs. Two crore) | Chief Engineer Level-II of Uttarakhand P.W.D |
| (c) For claims or amount in dispute of aggregating to more than Rs. 2,00,00,00 (Rs. Two crore) and upto Rs. 5,00,00,00 (Rs. Five crore). | Two Arbitrator one of the rank of Chief Engineer Level-II and one of the rank of Superintending Engineer Uttarakhand P.W.D |
| (d) For claims or amount in dispute aggregating more than Rs. 5,00,00,00 crore (Rs. Five crore). | Three persons One of the rank of Chief Engineer Level-II, Uttarakhand, P.W.D second will be of the rank of Superintending Engineer Uttarakhand P.W.D and third will be law officer of the Department if available otherwise another Superintending Engineer Uttarakhand P.W.D as nominated by Engineer in Chief. |

All disputes between the parties to the contract arising out of and relating to the contract shall after written notice by either to the contract to the other party, be referred to arbitration as above. Unless the parties otherwise agree, such reference shall not take place until after the completion or abandonment of the works or the determination of the contract. The venue of arbitration shall be a place or places as may be fixed by the arbitrator in his/their sole discretion. Any suit or application for the enforcement of this arbitration Clause shall be filed in the competent court within District, and no other court of any other district of the Uttarakhand or outside Uttarakhand shall have any jurisdiction in the matter. The award of the arbitrator shall be , final, conclusive and binding on both the parties to the contract.

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Clause No.32	<p><u>Action where no specification is given:-</u></p> <p>In the case of any class of work for which there is specification in the contract such work shall be carried out in accordance with the detailed P.W.D specifications and in the event of there being no detailed specifications for the same, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.</p>
Clause No.33	<p>The additions and deductions on account of the percentage referred to at page 3 of the accepted tender will be calculated on the gross and not the net, amount of the bills for the work done.</p>
Clause No.34	<p><u>Contractors percentage whether applied to net or gross amount of bills</u> <u>(Strike out this clause in the case of an item rate contract:-</u></p> <p>(34.1) In every case in which by virtue of the provision of the section 12, subsection (i) of the Workman's Compensation act, 1923, Government is obliged to pay compensation to a workman employed by contractor or by any sub-contractor from him in the execution of the said work. Government will recover from the contractor the amount of the compensation so paid. And without prejudice to the rights of the government under section 12 subsection (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it either form the security deposited by contractor to his credit under clause 1 of these conditions or from any other sum due to government from the contractor whether under this contract or otherwise.</p> <p>(34.2) Government shall not be bound to contest any claim made against it under section 12 sub-section (1) of the said act, except on the written request of the contractor and upon his giving to government full security of all costs for which government might become liable in consequence of contesting the claim.</p>
Clause No.35	<p>No earth for filling or for any other purpose shall be excavated from of the site of work except with the written permission of the Engineer-in-Charge and then only of condition that the area, in which such excavation is made, shall be leveled and dressed by the contractor at his own expenses in accordance with the instructions of the Engineer-in-charge and in such a manner as to prevent the formation of pools of stagnant water and safety Hazards.</p> <p>If the contractor fails to comply with these conditions the Engineer-in-Charge may cause the ground to be leveled and dressed by other workmen and deduct the expense (of which the certificate by the Engineer-in-charge shall be final) form any sums which may be due or may any time thereafter becomes due, to the contractor or from his security deposit, or form the proceeds of sale thereof.</p>
Clause No.36	<p><u>Safety:-</u></p> <p>The contractor has to make all necessary arrangements for the safety of traffic, labour, all the activities, and unforeseen events at the site of work required during construction period as per prevailing law. In Road/ bridge construction all necessary measures regarding traffic safety during day and night has to be established at site of works such as providing retro-reflective caution boards, barriers, and other visible signals etc. to have regular/safe flow of traffic. Helmets, goggles and other safety wears for labour to be provided during construction.</p>

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{.....निविदाकर्ता अधिकारी के कार्यालय का नाम व पता.....}

निविदा मूल्यांकन आख्या भाग-1 (निविदा प्रतिक्रिया मूल्यांकन)

निविदा आईडी :

कार्य का नाम -

स्वीकृत लागत - लाख रु० निविदा लागत - लाख रु०

1- उत्तराखंड सरकार ने शासनादेश संख्या दिनांक के द्वारा इस कार्य की प्रशासनिक एवं वित्तीय स्वीकृति प्रदान की है। ग्रामीण निर्माण विभाग प्रखण्ड.....[कार्य का पूरा नाम.....] हेतु अनुबंध के तहत निर्माण कार्य के सम्पादन हेतु प्राप्त निधियों (Funds) का उपयोग करना चाहता है, जैसा कि नीचे दी गई तालिका में विस्तृत रूप से वर्णित है।

जिला	कार्य का नाम	अनुमानित लागत		कार्य पूर्ण करने हेतु अवधि	धरोहर धन राशि (लाख रुपये में)
		(लाख रुपये में)			
		निर्माण	रखरखाव		

2- निविदा दस्तावेज :- इस निविदा के लिए उपयोग किया गया निविदा मुख्य अभियन्ता स्तर-1, ग्रामीण निर्माण विभाग के आदेश संख्या दिनांक द्वारा अनुमोदित मानक निविदा शर्तों के अनुसार है। निविदा उत्तराखण्ड शासन के आदेश दिनांक में विहित प्रक्रिया के अनुसार आमंत्रित की गई थी। निविदा दस्तावेज का मूल्य {.....} रुपये था।

3-निविदा आमंत्रण प्रक्रिया :- निविदा उत्तराखंड के राज्यपाल की ओर से {.....निविदाकर्ता अधिकारी कार्यालय का नाम व पता} द्वारा आमंत्रित की गई थी। ई-निविदा नोटिस की मुख्य तिथियां निम्नानुसार हैं

क्र०सं०	विवरण	दिनांक व समय
1	ऑनलाइन प्रकाशन की तिथि	{.....निविदा सूचना के अनुसार.....}
2	दस्तावेज डाउनलोड की आरंभ तिथि	{.....निविदा सूचना के अनुसार.....}
3	दस्तावेज डाउनलोड की समाप्ति तिथि	{.....निविदा सूचना के अनुसार.....}
4	निविदा प्रस्तुत करने की आरंभ तिथि	{.....निविदा सूचना के अनुसार.....}
5	निविदा प्रस्तुत करने की समाप्ति तिथि	{.....निविदा सूचना के अनुसार.....}
5	निविदा खोलने की तिथि	{.....निविदा सूचना के अनुसार.....}

ई-निविदा नोटिस और शुद्धि पत्र (यदि लागू हो) के प्रकाशन की तिथियां इस प्रकार हैं -

ई-निविदा नोटिस का प्रकाशन			
क्र.सं.	समाचार पत्र का नाम	स्तर	प्रकाशन की तिथि
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ई-निविदा नोटिस का शुद्धि पत्र प्रकाशन			
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4- निविदा जमा करना और निविदा के भाग-1 को खोलना - निविदा की इलेक्ट्रॉनिक फाइलें मूल्यांकन समिति द्वारा {.....दिनांक.....} को {.....समय.....} बजे ऑनलाइन खोली गई। निविदाओं के खुलने का एक सारांश तैयार किया गया और ऑनलाइन अपलोड किया गया। निम्नलिखित निविदादाताओं द्वारा वेबसाइट पर अपलोड करके अपनी निविदायें इलेक्ट्रॉनिक रूप से जमा की गई थी।

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6-निविदा की प्रतिक्रिया मूल्यांकन-

6.1. मुख्य अभियंता (स्तर-1) ग्रामीण कार्य विभाग, उत्तराखंड, देहरादून ने अपने कार्यालय पत्र संख्या दिनांक के द्वारा विभाग के विभिन्न प्रखण्डों/परिमण्डलों के लिए निविदा मूल्यांकन समितियां गठित की गई हैं।

6.2. निविदादाताओं को अपनी निविदा के साथ निविदा सूचना में वर्णित विभिन्न दस्तावेज अपलोड करने आवश्यकता थी, जैसे कि विधिवत भरा हुआ भाग-1 निविदा प्रारूप, सहायक दस्तावेजों के साथ योग्यता जानकारी, जानकारी कर सही होने की पुष्टि करने वाला हलफनामा, और निविदा शुल्क की स्कैन की गई प्रतियां, जी. एस.टी. चालान, निविदा सुरक्षा, ठेकेदार पंजीकरण प्रमाण पत्र, निविदा दस्तावेज की लागत की प्रति - ऑनलाइन भुगतान किया गया, जी.एस.टी. चालान की प्रति, निर्धारित प्रारूप में मूल धरोहर धनराशि, निविदा वैधता के लिए मूल शपथपत्र और निविदा के साथ प्रस्तुत की गई जानकारी की सत्यता की पुष्टि करने वाला मूल हलफनामा (निर्धारित प्रारूपों के अनुसार)।

6.3. पूर्णता और कानूनी वैधता - प्रत्येक निविदा के लिए निम्नलिखित जांच की गई है - निविदा प्रपत्र में प्रदर्शित निविदादाता का नाम वही है जिसका इलेक्ट्रॉनिक हस्ताक्षर निविदा अपलोड करने के लिए उपयोग किया गया है। सभी निविदादाताओं द्वारा से निविदा सूचना संख्या दिनांक के अनुसार निर्दिष्ट दस्तावेज यथानिर्दिष्ट प्रारूप तथा शर्तों के अनुसार अपलोड किये हैं।

6.4. गैर-Responsive(Non- responsive)तकनीकी निविदायें - निविदा मूल्यांकन समिति ने निविदाओं की Responsiveness निर्धारित करने के लिए बोलियों (Tenders)की जांच की। निविदा प्रतिक्रिया के आवश्यकताओं के अनुरूप निविदाओं (Tenders)के अनुपालन को निर्धारित करने के संबंध में जांच की गई। परिणामस्वरूप, निम्नलिखित निविदायें निविदा दस्तावेजों के प्रति गैर-Responsive(Non- responsive)होने के कारण अस्वीकृत की जाती हैं।

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6.5. Responsiveनिविदायें (Responsive Tenders)- उपरोक्तानुसार जांच करने पर निम्नलिखित निविदाओं को Responsive पाया गया तथा अतः समिति इन सभी वित्तीय निविदाओं के तुलनात्मक विवरण गठित किये जाने हेतु संस्तुति करती है -

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7.3. निविदा मूल्यांकन समिति, सक्षम प्राधिकारी {.....नाम, पदनाम तथा कार्यालय का नाम.....} को स्वीकृति के साथ-साथ वेबसाइट पर भाग-1 बोलियों (Tenders)के मूल्यांकन के परिणामों को अपलोड करने की स्वीकृति के लिए अपनी सिफारिशें प्रस्तुत करती है।

निविदा समिति सदस्य – 1 {.....दिनांकित हस्ताक्षर, नाम, पदनाम तथा कार्यालय का नाम.....}	निविदा समिति सदस्य – 2 {.....दिनांकित हस्ताक्षर, नाम, पदनाम तथा कार्यालय का नाम.....}
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अध्यक्ष निविदा मूल्यांकन समिति
{..... दिनांकित हस्ताक्षर, नाम, पदनाम तथा
कार्यालय का नाम.....}

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{.....निविदाकर्ता अधिकारी के कार्यालय का नाम व पता.....}

निविदा मूल्यांकन आख्या भाग-2 (वित्तीय निविदा का मूल्यांकन)

निविदा आईडी :

कार्य का नाम -

स्वीकृत लागत -लाख रु० निविदा लागत - लाख रु०

निविदा के भाग-2 की यह निविदा मूल्यांकन आख्या, निविदा के भाग-1 की निविदा मूल्यांकन आख्या के क्रम में बनायी गई है, जिसे वेबसाइट पर {.....दिनांक.....} को अपलोड किया गया था।

1. वित्तीय निविदाओं के मूल्यांकन से पहले की पृष्ठभूमि - उपरोक्त कार्य के लिए निविदायें ई-निविदा प्रणाली के माध्यम से उत्तराखण्ड शासन के आदेश संख्या दिनांक में विहित प्रक्रिया के तहत आमंत्रित की गई थीं। जिसमें मुख्य अभियन्ता स्तर-1, ग्रामीण निर्माण विभाग द्वारा अनुमोदित मानक निविदा शर्तों पर आधारित निविदा दस्तावेजों का उपयोग किया गया था। निविदा दस्तावेजों के प्रावधानों के अनुसार भाग-1 निविदा (निविदा की प्रतिक्रिया का मूल्यांकन) {.....दिनांक.....} को ऑनलाइन खोला गया था। निविदा समिति द्वारा अनुमोदित भाग-1 के अनुसार, वित्तीय निविदाओं को खोलने के लिए निम्नलिखित निविदादाताओं को योग्य घोषित किया गया था।

क्र.सं.	निविदादाता का नाम
1	
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निविदा समिति द्वारा अनुमोदित भाग-1 बोलियों (Tenders)के मूल्यांकन का परिणाम {.....दिनांक.....} को <https://www.uktenders.gov.in> वेबसाइट पर अपलोड किया गया था। उपरोक्त उल्लिखित योग्य निविदादाताओं की केवल वित्तीय निविदाओं के तुलनात्मक विवरण का एक इलेक्ट्रॉनिक सारांश प्राप्त किया गया और {.....दिनांक.....} को ऑनलाइन अपलोड किया गया।

3. निविदाओं (Tenders)का प्रारंभिक मूल्यांकन- विभिन्न निविदादाताओं द्वारा निविदित मूल्य निम्नानुसार सारणीबद्ध हैं-

क्र. सं.	निविदादाता का नाम	रैंकिंग	निविदा मूल्य (रु. में)	अंकगणितीय सुधारों के बाद निविदा मूल्य (रु. में)
1				
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नोट— रैंकिंग, निविदा मूल्यों के आरोही क्रम में होगी। रैंक 1 सबसे कम मूल्यांकन वाला निविदादाता होगा।

4.3. विस्तृत मदवार तुलनात्मक विवरण अटैचमेंट-2 में प्रस्तुत किया गया है।

4.4. सबसे कम मूल्यांकन वाले **Responsive** निविदादाता {.....निविदा दाता का नाम व पता.....} की निविदा रु0..... है। यह बी.ओ.क्यू. दरों सेप्रतिशत कम/अधिक है।

5— असंतुलित मदों (Unbalance Items)पर टिप्पणियां — सबसे कम मूल्यांकन वाली **Responsive** निविदा में कोई असंतुलित मद (Unbalance Item) नहीं है और कोई **Sub contract** प्रस्तावित नहीं किया गया है, अतिरिक्त **Performance Security** उत्तराखण्ड शासन के आदेश संख्या दिनांक के अनुसार जमा की जाएगी।

6. निविदा मूल्यांकन समिति की सिफारिशें — निविदा मूल्यांकन समिति सबसे कम मूल्यांकन वाले **Responsive** निविदादाता {.....निविदा दाता का नाम व पता.....} की निविदा स्वीकृत करने तथा अनुबन्ध गठित किये जाने की सिफारिश करती है।

विवरण	धनराशि रुपये (शब्दों में)	धनराशि रुपये (अंको में)
न्यूनतम निविदादाता द्वारा निविदित मूल्य		
जीएसटी (18 प्रतिशत)		
शुद्ध अनुबंध लागत		

निविदा की महत्वपूर्ण बिन्दु निम्नलिखित हैं —

1	Performance Security (अनुबंध मूल्य का 5 प्रतिशत)	
2	Unbalance Bid के लिए अतिरिक्त Performance Security (यदि लागू हो)	
3	General Security (प्रत्येक बिल का 6 प्रतिशत)	चालान के अनुसार
4	निविदा वैधता	

निविदा समिति सदस्य - 1 {.....दिनांकित हस्ताक्षर, नाम, पदनाम तथा कार्यालय का नाम.....}	निविदा समिति सदस्य - 2 {.....दिनांकित हस्ताक्षर, नाम, पदनाम तथा कार्यालय का नाम.....}
---	---

अध्यक्ष निविदा मूल्यांकन समिति
{..... दिनांकित हस्ताक्षर, नाम, पदनाम तथा
कार्यालय का नाम.....}

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BID EVALUATION REPORT FOR WORKS – PART I

Evaluation of Part I of Bids (Technical Qualification Part of Bids)

Tender ID:

Estimated Cost: Lacs.

Description of Work:
.....
.....

- **Sanctioned Cost:**
 - Construction Cost: Lacs.
 - Maintenance Cost:
 - Total Cost: Lacs.
- **BOQ Cost:**
 - Construction Cost: Lacs.
 - Maintenance Cost:
 - Total Cost: Lacs.

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Tender Inviting Authority, Office Address

BID EVALUATION REPORT OF PART I OF BIDS (Bidding through e-procurement system)

1(a). Govt. of Uttarakhand (GOU) has cleared the this Work.

(b) Rural Works Department has received a Sanction towards the cost of.....Name of Work....." and intends to apply a part of the funds to cover eligible payments under the contract for construction of work as detailed in the Table below*

District	Name of Work	Estimated Cost		Period of Completion	Amount of Bid Security (in lakhs of Rupees)
		(in lakhs of Rupees)			
		Construction	Maintenance		

2- Bidding Document:

The bidding document used for this procurement is as per the Standard bidding document cleared by Government of Uttarakhand*.

Bids were invited through e-tendering System and NCB bidding procedure.

The price of bidding document was Rs

3-Bid Invitation Process:

Bids were invited by theTender Inviting Authority..... on behalf of the Governor of Uttarakhand. The e-Procurement notice was published onDate..... and the deadline date and time for submission of bids through e-Procurement was specified asDate and Time.....

The e-procurement notice and the Invitation for Bids (IFB) were available on the website fromDate..... "

The dates of publication of the e-Procurement Notice and corrigendum, (if applicable) in the press are as follows:

S. N.	Name of the Newspaper	Level	Date of publication
1		National	
2		State	

Publication of Corrigendum to e-Procurement Notice

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S. N.	Name of the Newspaper	Level	Date of publication
1			
2			

The date and time for opening of Part I of bids was specified as

The bidding document for above works was made available on the website www.uktenders.gov.in fromDate and Time.....

Requests for online clarifications were received from Nos. of bidders.

4- Bid Submission and Opening of Part I of Bids:

A check-list is available on the website for guidance of the bidders which indicates the documents to be uploaded by the bidders while uploading their bids.

The electronic files containing Part I of the Bids (Technical Qualification Part of the Bid) were opened online by the Evaluation Committee onDate and Time.....

An electronic summary of the opening of Part I Bids was prepared and placed online.

5- Response:

The Following Bidders submitted their bids electronically by uploading on the website:

1-

2-

3-

6-Evaluation of Bids-

6.1. The Chief Engineer, Level-1, Rural works department, Uttarakhand, Dehradun has formed the Tender Evaluation Committees for various circles of the State vide office letter no.dated

6.2. The bidders were required to upload various documents with Part I of their bid as mentioned in ITB Clause 12, as for instance, Format of Part I bid duly filled in, Qualification Information with supporting documents, Affidavit affirming correctness of information, and scanned copies of tender fee, GST Challan, Bid Security, Evidence of access to Line of Credit, Authority to submit bid, JV Agreement, Contractor registration certificate etc. The bidders were also required to upload/submit (i) Copy of the cost of bid document- PAID ONLINE (ii) Copy of GST Challan (iii) original bid security in the prescribed form (iv) original affidavit for Bid validity and (iv) original affidavit affirming correctness of information furnished with the Part I bid on a date not later than as mentioned in NIT either by registered post or by hand. Offline documents shall not be part of bid evaluation.

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6.3. Completeness and Legal Validity: The following checks have been conducted for each bid:

the name of the bidder appearing in the bid form is the same as the name whose electronic signature has been used for uploading the bid. the documents (in original) have been received from all bidders on a date not later than Specified as per NIT.

6.4. Non-Responsive Technical Bids:

The Tender Evaluation Committee examined the bids to determine their responsiveness. Details of checks made in this regard to determine compliance of the bids with the Qualification Requirement. Consequently following bids are rejected as non-responsive to the bidding documents.

S. N.	Name of Bidder	Brief Reasons for Rejection
1		
2		
3		

6.5. Responsive Technical Bids:

In View of the above, following Bids were considered Responsive for Proceeding with the Evaluation of Technical Quaification:

1-

2-

3-

6.6. The Tender Evaluation Committee checked the experience and qualification of the responsive Bidders as per details SBD. The following Bidders were technically found Responsive but were found Not to be technically qualified.

S. N.	Name of Bidder	Brief Reasons for Rejection
1		
2		
3		
4		
5		

7. Recommendations:

7.1. The Tender Evaluation Committee recommends that based on the evaluation of Part I bids, the following bidders may be declared as having qualified in terms of ITB Clause 29 to be eligible for opening of Part II bids:

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The Tender Evaluation Committee will check the compliance with bid capacity requirements as stipulated in ITB as applicable during evaluation of Part II bids.

7.2. The Evaluation Committee also recommends that Part II bids (Financial Part of Bid) of these bidders may be opened online as per date specified in the Bidding Documents, i.e. on 26-04-2025. since only two bids are received & both are technically responsive and recommended for financial evaluation, in respect to letter no. 25 dated 07-04-2025 by SE, RWD, Pithoragarh and letter no 37 dated 04-04-2025 of CMO, Champawat and letter no 17 dated 04-04-2025 by EE, RWD, Champawat and with consent of participating Contractors. no time is being given for Observation/Objections from participating contractors.

7.3. The Tender Evaluation Committee submits its recommendations for approval of the Competent Authority, (Chairman Bid Evaluation Committee) as well as approval for uploading the results of the evaluation of Part I of bids on the website.

Member-1
Rural Works Department
(Member Evaluation
Committee)

Member-2
Rural Works Department
(Member Evaluation
Committee)

Member-3
Rural Works Department
(Member Evaluation
Committee)

Chair Person/Tender Inviting Officer
Rural Works Department

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BID EVALUATION REPORT FOR WORKS – PART II
Evaluation of Part II of Bids (Financial Part of Bids)

Tender ID:

Estimated Cost: Lacs.

Description of Work:

.....

.....

Sanctioned Cost: Construction Cost: Lacs.

Maintenance Cost:

Total Cost: Lacs.

BOQ Cost: Construction Cost: Lacs.

Maintenance Cost:

Total Cost: Lacs.

L1 Bidder Cost: Maintenance Cost:

Total Cost: Lacs.

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Tender Inviting Authority, Office Address

BID EVALUATION REPORT OF PART II OF BIDS

(Bidding through e-procurement system)

This Bid Evaluation Report for Part II of the bids is in continuation of the Bid Evaluation Report for Part I of bids, which was uploaded on the website onDate.....

1. Scope of Contract and Estimated Cost:

The work covered under the Bid is forName of Work.....

The Estimated cost of the work is:

Sanctioned Cost:	Construction Cost:	Lacs.
	Maintenance Cost:	
	Total Cost:	Lacs.
BOQ Cost:	Construction Cost:	Lacs.
	Maintenance Cost:	
	Total Cost:	Lacs.
L1 Bidder Cost:	Maintenance Cost:	
	Total Cost:	Lacs.

2. Background prior to opening of Part II Bids

Bids for the above referred work were invited through e-tendering system under National Competitive Bidding procedure, using the bidding documents based on the Standard Bidding Documents cleared by GOU. In accordance with the provisions of the bidding documents

Part I Bid (Technical Qualification part of bid) was opened online onDate.....

As per evaluation of Part I of bids approved by the Tender Committee, following bidders were declared as having qualified to be eligible for opening of Part II bids in terms of ITB Clause 22.5.

1-

2-

3-

4-

The result of evaluation of Part I bids, as approved by Tender Committee, was uploaded on the Uktenders website onDate.....

Part II bids (Technical-Financial Part of bids) only of the above mentioned qualified bidders were opened by the Committee onDate.....An electronic summary of opening of Part II bids was prepared and placed online onDate.....

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3. Preliminary Evaluation of bids:

Bid prices as quoted by various bidders are tabulated below:

S. N.	Name of Bidder	Nationality	Bid Price	Bid Price	Remarks
			(in Rs.)	(in Rs.) after arithmetical corrections*	
1					
2					
3					
4					

3.1. Responsiveness to Commercial Conditions:

None of the bidders have stipulated any deviations from the commercial conditions of the bidding documents, and all the bids are, therefore, considered responsive to the commercial conditions.

3.2. Responsiveness to Technical Requirements.

The technical responsiveness of bids has been examined by the Tender Evaluation Committee with respect to the bid conditions which were not covered during evaluation of Part I bids, i.e., in respect of Priced Bill of Quantities, and Technical Specifications & Drawings, in accordance with ITB Clause-33. All the bids are compliant with the Technical Specifications/Requirements and are considered technically responsive.

Bids of the following bidders are determined substantially responsive to the commercial and technical provisions of the bidding documents.

-
-
-

4- Detailed Evaluation of the Substantially Responsive Bids

4.1. There are no conditions which warrant loading of the bid price. No other specific evaluation criterion has been stipulated in the bid document. The loading of the prices is therefore NIL.

4.2. Table showing ranking of the responsive bids is as follows:

Rank*	Name of Bidder	Bid price	Ranking	Remarks
1				
2				
3				

Note: Ranking will be in the ascending order of bid prices. Rank 1 shall be the lowest evaluated Bidder.

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4.3. Detailed item wise comparative statement is furnished in Attachment-2

4.4. The lowest evaluated responsive bid is that ofThis is
Lower over the BOQ Rates.

5- Comments on the Unbalanced Items.

There are no unbalanced items in the lowest evaluated responsive bid and no subcontracting has been proposed, Additional Performance Security will be deposited as per SBD. [The Procurement Evaluation Committee should discuss if the lowest evaluated responsive bid is unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, in which case the amount of additional performance security should be determined which should be sufficient to protect the Employer against financial loss in the event of default on the part of the contractor.

6. Recommendations of Tender Evaluation Committee:

The Tender Evaluation Committee recommends to award the Contract for Rs..... to the lowest evaluated responsive bidder for.

	Amount in INR	Amount in Lacs	
L1 Bidder Quoted Price			Lacs
Add GST @ 18%			Lacs
Net Agreement Cost:			Lacs

bid amount Rs..... which is.....Lower from Uploaded BOQ Cost. The following are the important features of the bid:

(i)	Performance Security (5.00% of Contract value)	
(ii)	Additional Performance security for unbalanced bid (if applicable)	
(iii)	Retention money (6% of each invoice)	
(iv)	Bid validity	

Member-1
Rural Works Department
(Member Evaluation
Committee)

Member-2
Rural Works Department
(Member Evaluation
Committee)

Member-3
Rural Works Department
(Member Evaluation
Committee)

Chair Person/Tender Inviting Officer
Rural Works Department


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Process of Tender Creation For Single BID Tender

स्टैप-1 – uktenders.gov.in की साईट पर अपनी डी0एस0सी0 से लॉगईन करें।

स्टैप-2– uktenders.gov.in की साईट पर लॉगईन करने के पश्चात Create Tender / Tender list पर क्लिक करें,

Corrigendum

- Create Corrigendum
- Publish Corrigendum
- Published Corrigendum

Bid Opening

- Open Negotiation/Tie-Break Bids
- Tenders to be Opened

Bid Evaluation

- Technical Evaluation
- Financial Evaluation
- Forfeit Tenders
- AOC/Empanelment
- Tender Tiebreak

12	2025_RES_83555	RWD_EM_04_2025	03-May-2025 01:08 PM	Open Tender	
13	2025_RES_83334	176 dt 26-4-25	28-Apr-2025 09:11 PM	Open Tender	
14	2025_RES_83194	162	26-Apr-2025 12:54 PM	Open Tender	
15	2025_RES_82842	RWD_EM_02_2025	17-Apr-2025 07:06 PM	Open Tender	
16	2025_RES_82293	RWD_EM_31_2025	03-Apr-2025 11:21 AM	Open Tender	
17	2025_RES_82046	101_rwd-20256	28-Mar-2025 11:47 AM	Open Tender	
18	2025_RES_82043	101_rwd-2025	28-Mar-2025 11:17 AM	Open Tender	
19	2025_RES_81993	2270 dt 24.03.2025	26-Mar-2025 05:25 PM	Open Tender	
20	2025_RES_81091	2152 dt 05-03-2025	05-Mar-2025 06:56 PM	Open Tender	

Create New Call for Tender
Delete

जिसके उपरान्त Create New call for Tender पर क्लिक करें।

Open in Microsoft Edge

Uttarakhand Tenders

Master Management

- Org Hierarchy Master
- View Internal Documents

User Management

- My Organisation Hierarchy
- Debar User
- My Accounts

Tender Management

- Create Tender / Tender List
- Publish Tender
- Published Tenders
- Seek Clarifications
- Pre-bid Meeting
- Downloaded Tenders
- Bids Submitted Tenders

Welcome : anilina.1997@gmail.com
Last login : 23-May-2025 03:23 PM

Server Time : 26-May-2025 10:48:58

eProcurement System Government of Uttarakhand

TENDER MANAGEMENT

Tender List + Basic Details

Basic Details

Tender Reference Number * 1213 Dt test

Tender Type * Open Tender

Form of Contract * Item Rate

No Of Cover(s)* 1

Tender Category * Works

No Of Bid Openers* 2 Of 4

Should allow Multi Currency for BOQ: ☐ Yes

Cancel Next

उपरोक्त स्क्रीन शॉट के अनुसार स्टैप-3 के निम्न बिन्दुओं को भरें:-

स्टैप-3– I- Tender reference number में निविदा का पत्रांक एवं दिनांक अंकित करें।

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II- Tender Type में open tender select करें।

III- Form of contract में Item rate select करें।

IV- No of cover में 1 select करें।

V- Tender Category में Works select करें।

VI- No of Bid openers में 2 of 4 select करें।

VII- Should be allow multi currency of BOQ option को Unselect रहने दें। तत्पश्चात Next Option पर क्लिक करें।

Tender List : vhgjhg → Cover List

Basic Details Cover Details NIT Document

Cover Details

S.No	Cover Name	Cover Type	Cover Type Description	Cover Document (s)	Add Content (s)
1	2025_RES_84300_pack1	Fee/PreQual/Technical/Finance	Fee/PreQual/Technical/Finance	0	

Next

VIII- Add content के नीचे दिये गये फाईल के सिम्बल पर क्लिक करें।

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Uttarakhand Tenders

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TENDER MANAGEMENT

Tender List → 1213 Dt test → Cover Contents

Basic Details Cover Content NIT Document

Specify Documents for Cover : 2025_RES_84291_pack1

Description about the Cover contents (eg: Fee details). You have entered 15 of 100 Characters.

Document Description *

Tender dOCUMENT

Document Type * pdf

Cancel Save

Cover Contents

Label	Type	Description	Edit	Delete
No documents found.				

Next

उपरोक्त स्क्रीन शॉट के अनुसार स्टेप-4 को फॉलो करें।

स्टेप-4- Document Description पर Tender Notice type करें तथा Document Type पर pdf option select करें, तत्पश्चात file save करें।

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e. Open in Microsoft Edge

Uttarakhand Tenders

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Server Time : 26-May-2025 10:50:47

eProcurement System Government of Uttarakhand

TENDER MANAGEMENT

Tender List + 1213 Dt test + Cover Contents

Basic Details **Cover Content** **NIT Document**

Specify Documents for Cover : 2025_RES_84291_pack1
Description about the Cover contents (eg: Fee details). You have entered 3 of 100 Characters.

Document Description * BOQ

Document Type * xls

Cancel Save

Cover Contents

Label	Type	Description	Edit	Delete
2025_RES_84291_pack1_215980	.pdf	Tender dOCUMENT		<input type="checkbox"/>

Delete Next

जिसके उपरान्त पुनः Document Description पर BOQ type करें तथा Document type में xls option select करें, फिर फाईल file save करें। जिसके उपरान्त आपके सम्मुख Cover contents में pdf & xls के दो option प्रदर्शित होंगे।

ge. Open in Microsoft Edge

Uttarakhand Tenders

Welcome : anilina.1997@gmail.com
Last login : 23-May-2025 03:23 PM

Server Time : 26-May-2025 10:50:57

eProcurement System Government of Uttarakhand

TENDER MANAGEMENT

Tender List + 1213 Dt test + Cover Contents

Basic Details **Cover Content** **NIT Document**

Specify Documents for Cover : 2025_RES_84291_pack1
Description about the Cover contents (eg: Fee details). You have entered 0 of 100 Characters.

Document Description *

Document Type * xls

Cancel Save

Cover Contents

Label	Type	Description	Edit	Delete
2025_RES_84291_pack1_215980	.pdf	Tender dOCUMENT		<input type="checkbox"/>
2025_RES_84291_pack1_215981	.xls	BOQ		<input type="checkbox"/>

Delete Next

जिसके पश्चात आपको Next पर क्लिक करते हुये निम्नानुसार स्क्रीन शॉट के अनुसार आगे बढ़ना है।

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Uttarakhand Tenders

Welcome : anilina.1997@gmail.com
Last login : 23-May-2025 03:23 PM

Server Time
26-May-2025 10:51:00

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TENDER MANAGEMENT

Tender List : 1213 Dt test > Cover List

Basic Details Cover Details NIT Document

Cover Details

S.No	Cover Name	Cover Type	Cover Type Description	Cover Document (s)	Add Content (s)
1	2025_RES_84291_pack1	Fee/PreQual/Technical/Finance	Fee/PreQual/Technical/Financ	2	

Next

स्टैप-5- तत्पश्चात Next पर क्लिक करते हुये आगे बढ़ें।

Uttarakhand Tenders

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Last login : 26-May-2025 11:22 AM

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26-May-2025 13:19:25

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TENDER MANAGEMENT

Tender List > vhgjhg > NIT Document

Basic Details Cover Details NIT Document

Tender Reference Number : vhgjhg

Tender Documents

Document Type	Uploaded Date	Verified By	Action	Delete
No Documents found.				

Back Delete Upload Next

आपके सम्मुख अपलोड का ऑप्शन प्रदर्शित होगा, जिसमें आपको निविदा सूचना एवं उसके साथ संलग्न किये जाने वाले प्रपत्रों की पी0डी0एफ0 फाईल बनाते हुये अपलोड करें। तत्पश्चात निविदा की ऑनलाईन प्रक्रिया को आगे बढ़ायें।

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