

**BEFORE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 1144/ 2024**

IN THE MATTER OF:

MOHAN SINGH BAGDRI

...APPLICANT

VERSUS

STATE OF UTTARAKHAND & ORS. ...RESPONDENTS

N.D.O.H – 14.02.2025

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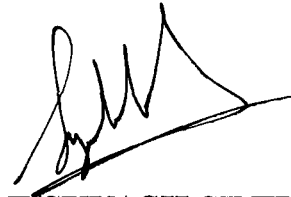
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PLACE – NEW DELHI

DATE: 11.02.2025

RESPONDENT NO. 5

THROUGH



AKHILESH SINGH RAWAT/SUYASH SINHA/
ARPITA SINGH RAWAT
(ADVOCATES)
CHAMBER NO. 175, BLOCK-II,
LAWYER'S CHAMBER BLOCK,
DELHI HIGH COURT.
OFF: C-57, LGF,
DEFENCE COLONY,
NEW DELHI- 110024.

**BEFORE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 1144/ 2024**

IN THE MATTER OF:

MOHAN SINGH BAGDRI

...APPLICANT

VERSUS

STATE OF UTTARAKHAND & ORS. ...RESPONDENTS

**RESPONSE ON BEHALF OF THE RESPONDENT NO. 5
NAMELY, M/S VIJAY BUILDER IN COMPLIANCE WITH
THE ORDER DATED 08.01.2025, PASSED BY THIS
HON'BLE TRIBUNAL**

MOST RESPECTFULLY SHOWETH:

1. That the present response is being filed on behalf of the Respondent No. 5 namely, M/s Vijay Builder in compliance with the order dated 08.01.2025, passed by this Hon'ble Tribunal.
2. It is submitted that, the present response is being filed through the partner of M/s Vijay Builder, namely Mr. Bishamber Bhatt, who is authorised to institute, sign and verify the present response and is otherwise competent to act for and on behalf of M/s Vijay Builder in the present matter.
3. It is submitted that, M/s Vijay Builder is a partnership firm registered before the Registrar of Chits and firm Dehradun Uttarakhand, and has been in the business of construction since its incorporation in the year 2004. That over the years, the Answering Respondent has successfully executed more than 50 projects and has never been accused of violating any

guidelines, governing the concerned construction projects. That the partners of M/s Vijay Builder hail from the Hilly Regions of Uttarakhand and have innate sensitivity towards environmental issues. That M/s Vijay Builder as a contractor firm has gained a reputation of being time bound and disciplined in following the norms of the contracts to its entirety.

4. It is submitted that, the present proceedings relate to the disposal of debris and waste generated during the construction of Semalta to Kafna- Satni Motor Road Stage-I, Length- 12.00 Km, which was awarded and successfully executed by the Answering Respondent.
5. It is submitted that, in the year 2018, Uttarakhand Rural Roads Development Agency (URRDA) floated a tender bearing Tender ID: 2018_CCUK_66189_33, under the Pradhan Mantri Gram Sadak Yojana (PMGSY) for the construction of Semalta to Kafna- Satni Motor Road Stage-I, Length- 12.00 Km and Routine Maintenance of the work for two years after completion of construction.
6. That the Answering Respondent participated in the aforementioned tender process and emerged as the L1 bidder. Consequentially, the Answering Respondent was awarded the tender for the construction of Semalta to Kafna- Satni Motor Road Stage-I, Length- 12.00 Km and Routine Maintenance of the work for two years after completion of construction.

7. After completion of the preliminary documentation and obtaining mandatory permissions, an agreement dated 11.10.2018 was executed between the Chief Engineer, URRDA and M/s Vijay Builder, which laid down the rules & conditions governing the execution of the project.
8. It is submitted that, the compliances and guidelines to be followed by the Answering Respondent in the construction of Semalta to Kafna- Satni Motor Road Stage-I, Length- 12.00 Km and Routine Maintenance of the work for two years after completion of construction were also enlisted in the said agreement dated 11.10.2018. True Copy of the said Agreement dated 11.10.2018 is annexed with the present response as **ANNEXURE-A.**
9. Post execution of the afore-mentioned agreement dated 10.11.2018, the Answering Respondent proceeded with the construction of the Semalta to Kafna- Satni Motor Road Stage-I, Length- 12.00 Km, in strict compliance of the applicable guidelines and rules.
10. It is submitted that, during the construction of the aforementioned road, a total of 2,89,184.84 cubic meters of debris was generated. Out of the said debris, 16,844.73 cubic meters of debris was re-utilised in the construction of the road and the remaining 12,070.75 cubic meters debris was disposed off in the dedicated dumping zone/ yard.
11. It would not be out of place to mention here that, Rudraprayag in Uttarakhand has been declared to be one of the most

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landslide-prone districts in the country, according to a satellite data by the Indian Space Research Organisation (ISRO).

12. It is further submitted that, this proneness of the Rudraprayag District to landslides is a major obstacle in any construction activity being undertaken in the area.
13. It is pertinent to mention that, despite taking all necessary measures and strictly complying with the provisions of Construction and Demolition Waste Management Rules, 2016, a landslide occurred in the area under construction due to heavy rainfall, which brought the debris from the construction site directly down to the dumping yard, thereby damaging the wire crates and walls of the dumping yard. As a result, some debris also fell into the *bhardari gaad*.
14. Immediately after the occurrence of this unfortunate calamity, the Answering Respondent immediately swung into action and took all necessary measures to remove the debris from the *bhardari gaad*.
15. That the damage caused due to the heavy rainfall and consequential landslides was unfortunate, however, to minimise the damage from similar incidents in the future, extra wire crates installed walls were constructed around the dumping yard. Photographs of the extra wire crates installed walls being constructed around the dumping yard are duly annexed with the present response as **ANNEXURE B**.

16. It is submitted that, wire crates installed wall has already being constructed along the *bhardari gaad* to further minimise the chances of any debris falling into the *bhardari gaad* . Photographs of the wire crates installed wall being constructed along the *bhardari gaad* are duly annexed with the present response as ANNEXURE-C.
17. It is submitted that, throughout the construction of Semalta to Kafna- Satni Motor Road Stage-I, Length- 12.00 Km, the Answering Respondent has strictly complied with all rules and guidelines, governing the disposal of debris. However, due to heavy rainfall and landslides, some debris fell into the *bhardari gaad*, which has now been removed by the Answering Respondent and all precautionary steps have also been taken to effectively deal with similar calamities in the future.
18. It is pertinent to mention that, the Joint Committee report dated 11.12.2024 also confirms that the Answering Respondent has not violated any rule or guidelines, in relation to the disposal of debris and that the debris had fallen into the *bhardari gaad* only because of heavy rainfall and landslides, both of which are natural occurrences, and not within the control of the Answering Respondent.
19. It is hereby also clarified that, the Answering Respondent was only awarded the construction of the Semalta to Kafna- Satni Motor Road Stage-I, Length- 12.00 Km, while the 48 m long bridge over the *bhardari gaad* is being constructed by some

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other company, in which the Answering Respondent has no role to play.

20. It is also pertinent to mention that, the Answering Respondent had already successfully completed the construction of the Semalta to Kafna- Satni Motor Road Stage-I, Length- 12.00 Km by 07.07.2022 and a completion certificate dated 27.04.2024 has also been issued by the concerned official of PMGSY in favour of the Answering Respondent, in this regard. True Copy of the Completion Certificate dated 27.04.2024 is duly annexed with the present response as **ANNEXURE-D.**

21. It is submitted that, the Answering Respondent undertakes to furnish any other/ further information, if called upon by this Hon'ble Tribunal.

PRAYER

In light of the foregoing, it is most humbly prayed that this Hon'ble Court may graciously be pleased to:

- i. Remove/ Delete the Answering Respondent from the array of Respondents, by observing its compliance with all applicable rules and guidelines and/ or;
- ii. Pass any other orders as this Hon'ble Tribunal may deem fit in the interest of justice and as per the facts and circumstances of the case.

PLACE – NEW DELHI

DATE: 11. 02.2025

RESPONDENT NO. 5

THROUGH



**AKHILESH SINGH RAWAT/SUYASH SINHA/
ARPITA SINGH RAWAT
(ADVOCATES)
CHAMBER NO. 175, BLOCK-II,
LAWYER'S CHAMBER BLOCK,
DELHI HIGH COURT.
OFF: C-57, LGF,
DEFENCE COLONY,
NEW DELHI- 110024.**

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BEFORE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 1144/ 2024

IN THE MATTER OF:

MOHAN SINGH BAGDRI

...APPLICANT

VERSUS

STATE OF UTTARAKHAND & ORS. ...RESPONDENTS

AFFIDAVIT

I, Bishamber Bhatt, S/O. Sh. Jaikrishnan Bhatt, Partner of M/s Vijay Builder having its registered office at Hotel Vijay Palace, Kedarnath Road, Tilwara, Rudraprayag do hereby solemnly affirm and declare as under:

I. That I am the Partner of the Respondent No. 5 firm namely, M/s Vijay Builder in the captioned matter and am well conversant with the facts and circumstances of the present case and therefore competent to affirm the present affidavit.

2. That I have read and understood the accompanying Response and state that the contents thereof relating to facts are true to my knowledge on the basis of the records maintained by the Respondent Firm in the ordinary course of business.

For VIJAY BUILDER

DEPONENT

Partner



VERIFICATION

Verified at New Delhi on 11th day of February, 2025, that the contents of the above affidavit are true and correct to the best of my knowledge on the basis of the records maintained by the Respondent Firm in the ordinary course of business and that nothing material has been concealed therefrom.

I identified the deponent who has signed in my presence.



11 FEB 2025

For VIJAY BUILDER

B2
DEPONENT

Partner

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km.....
S/o, W/o R/o.....

Identified by Shri/Smt.....
Has solemnly affirmed before me at
Delhi..... as S. No.....
That the contents of the affidavit which
have been read & explained to him/her
are true & correct to his/her knowledge

11 FEB 2025

NOTARY

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CONTRACTORINDEX FOR CONTRACT BOND

1. Contract Bond No.: 54 /UT-10-39(I)/XVI/CE-URRDA/2018-19 Date 11/10/18
2. Name of Contractor: M/s Vijay Builders
3. Name of Work : Semalta to Kafna-Satni Motor Road Stage-I
4. Date of Start: 16/10/18
5. Date of Completion: 15/04/19
6. Sanctioned Cost:

Total Cost	Const. cost	Maint.cost
Rs. 802.16 Lacs	Rs. 759.25 Lacs	Rs 42.91 Lacs
7. BOQ Cost :

Rs. 741.67 Lacs	Rs. 722.19 Lacs	Rs 19.48 Lacs
-----------------	-----------------	---------------
8. Amount of Bond:

Rs 694.67 Lacs	Rs. 675.20 Lacs	Rs 19.47 Lacs
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S.N.	Particulars	Page of Bond
1	Index Sheet	1-2
2	Notice to proceed with the work	2-6
3	Agreement	7-10
4	Letter of Acceptance	11-12
5	Summary of Result	13-24
6	Contractor's Bid Part-I & II	25-172
7	Notice Inviting Tender	173-194
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9	General Conditions of Contract	249-298
10	Contract Data	299-322
11	Special Conditions of Contract	323-349
12	Specifications	349-352
13	Other Documents related to contract (Undertaking regarding different deductions and change of rates of deduction).	353-356
14	Drawing (attached in supplementary)	357-484
	TOTAL NUMBER OF PAGES	484


S.E.
URRDA

11

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Uttarakhand Procurement System for Pradhan Mantri Gram Sadak Yojana (PMGSY)

CONTRACTOR

Tenders

AOC Summary

Date : 04-Oct-2018 01:55 PM

Print

Organisation Chair	Chief Coordinator, PMGSY, Uttarkhand
Tender ID	2018 CCUK 66189 33
Tender Ref No	JRRDA 1045 18072018
Tender Title	JT-10-39 Semalta to Kafna-Satni MR Stage-I
Cover System	2

Contract Date	04-Oct-2018
Contract Value	INR 694.67
Work Completion Period (in days)	540
AOC document	10391oa.pdf (437.72 KB) A...
AOC Description	Rupees six crore ninety four lakh sixty seven thousand only

Awarded Bids List				
S.No	Bid Number	Bidder Name	Awarded Currency	Awarded Value
1	305901	VIJAY BUILDERS	INR	694.67

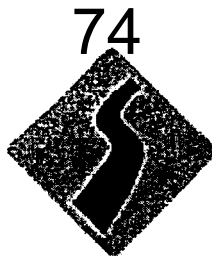
Congratulations! You have been awarded the contract for this tender.

Tender Inviting Authority

[Signature]
S.E.
URRDA

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CONTRACTOR



Letter No.: 54 /UT-10-39(I)/XVI/CE-URRDA/2018-19 Dated: 11 October, 2018

Notice to Proceed with the Work

To,

M/s Vijay Builders,
Hotel Vijay Palace,
Kedarnath Road,
Tilwara, Rudraprayag.
Mob.-9412117446
Email-thevijaybuilders@gmail.com

Ref.: This office letter no.-50/UT-10-39(II)/XVI/URRDA/18 dated 04.10.2018.

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 30 and signing of the Contract for the construction of Semalta to Kafna - Satni Motor Road Stage-I, Length-12.00 Km. and Routine Maintenance of the work for two years after completion of construction, Package No.-UT-10-39 of Phase-XVI, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. Your contract bond for the above work is registered as Contract Bond No.-54/UT-10-39(I)/XVI/CE-URRDA/2018-19 Dated 11.10.2018.

Date of Start : 16.10.2018

Date of Completion : 15.04.2020

Amount of Bond :

S. N.	Particulars	Details of Cost (Rs. in Lakh)		
		Construction	Maintenance	Total
1	Cost of Work	602.86	17.38	620.24
2	Cost of GST @12%	72.34	2.09	74.43
3	Total Cost	675.20	19.47	694.67

Yours Faithfully,

Chief Engineer,
URRDA

Copy for information and necessary action:

1. Chief Engineer, PMGSY, Garhwal Zone, Dehradun.
2. Suptg. Engineer, PMGSY Circle, Gopeshwar.
3. Executive Engineer, PIU (PMGSY), Jakholi with copy of Bond and original Performance Security of Rs. 17.37 Lakh and Additional Performance Security of Rs. - Nil, Total - Rs. 17.37 Lakh (BG-SBI No-G/2 478801 dated 04.10.2018, Amount - Rs. 17.40 Lakh, Total - Rs. 17.40 Lakh) to commence execution of work.
4. Copy to Bond.

Chief Engineer,
URRDA

C.E.
URRDA

URRDA



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Agreement

This Agreement, made the Eleventh day of October, 2018, between Chief Engineer, URRDA and M/s Vijay Builders, Hotel Vijay Palace, Kedarnath Road, Tilwara, Rudraprayag. Whereas the Employer is desirous that the Contractor execute **Semalta to Kafna-Satni Motor Road Stage-I, Package No.-UT-10-39** and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees 694.67 Lakh (Rupees Six Crore Ninety Four Lakh Sixty Seven Thousand Only).

NOW THIS AGREEMENT WITNESSETH as follows:

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

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CONTRACTOR

(7)
C.E.
URRDA

S.E.
URRDA

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CONTRACTOR

- Drawings;
- viii) Bill of Quantities; and
- ix) Any other document listed in the Contract Data as forming part of the Contract.

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

The Common Seal of Chief Engineer, URRDA, Dehradun & Contractor

was hereunto affixed in the presence of: Suptg. Engineer, URRDA, Dehradun.

Signed, Sealed and Delivered by the said Chief Engineer, URRDA, Dehradun.

in the presence of: Suptg. Engineer, URRDA, Dehradun.

Binding Signature of Employer Chief Engineer, URRDA, Dehradun.

Binding Signature of Contractor

[Handwritten Signature]

S.E.
URRDA

[Handwritten Signature]
C.E.
URRDA

[Handwritten Signature]

S.E.
URRDA

[Handwritten Signature]
C.E.
URRDA

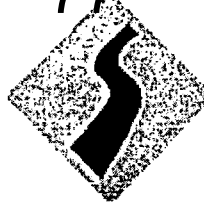
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CONTRACTOR

(9)

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उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण
(ग्राम्य विकास विभाग, उत्तराखण्ड शासन का अभिकरण)

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प्रथम तल, पंचाखतीराज निदेशालय,
आई०टी० पार्क के सामने, सहस्रधारा रोड, देहरादून.

दूरभाष : 0135-2608125, फ़ैक्स : 2608126.

ईमेल : ut-urrrda@pmgsy.nic.in.

urrrda@yahoo.com.

CONTRACTOR

Letter No.: 55 /UT-10-39(I)/XVI/URRDA/18

Dated: 04 October, 2018

Letter of Acceptance

To,

M/s Vijay Builders,
Hotel Vijay Palace,
Kedarnath Road,
Tilwara, Rudraprayag,
Mob.-9412117446
Email-thevijaybuilders@gmail.com

This is to notify you that Employer, namely, Chief Engineer, URRDA, Dehradun has accepted your bid dated 24.08.2018 for execution of the **Semalta to Kafna-Satni Motor Road Stage-I, Package No. – UT-10-39, Length-12.00 Km.** and Routine Maintenance of the work for two years for the contract price of **Rs. 694.67 Lakh** (Rupees Six Crore Ninety Four Lakh Sixty Seven Thousand Only). Details of cost are as under:

S. N.	Particulars	Details of Cost (Rs. in Lakh)		
		Construction	Maintenance	Total
1	Rate quoted by L1 Bidder	602.86	17.38	620.24
2	Additional Cost of GST @12%	72.34	2.09	74.43
3	Total Cost of L1 Bidder with 12% GST	675.20	19.47	694.67

2. You are hereby requested to furnish Performance Security, in the form detailed in Cl.-30 of ITB for an amount of **Rs. 17.37 Lakh** (Rupees Seventeen Lakh Thirty Seven Thousand Only) and additional security for unbalanced bids in terms of ITB Clause 26.3) in the form detailed in Cl. 30 of ITB for an amount of **Rs. Nil** (Rupees Nil Only) within 10 days of receipt of this Letter of Acceptance valid upto 45 days from the date of expiry of Defect Liability Period and sign the contract. As per Cl.-30.3, in case of failure of delivery of Performance Security and Additional Performance Security within 10 days, the LoA will be cancelled and bid security will be forfeited without any further notice/reminder. If the Performance Security is in the Form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period failing which action is stated in Cl.-30.3 of ITB will be taken.

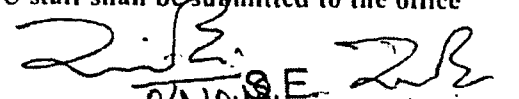
3. You are also requested to indicate your Nominee as required under Clause-53.2 of the GCC.

Yours Faithfully,

Superintending Engineer,
URRDA

Copy for information and necessary action:

- Chief Engineer, PMGSY, Garhwal Zone, Dehradun.
- Finance Controller, URRDA.
- Superintending Engineer, PMGSY Circle, Gopeshwar.
- Executive Engineer-I&II, URRDA.
- Executive Engineer, PIU (PMGSY), Jakholi with the instructions that all relevant drawings regarding this work duly signed by all concerned PIU staff shall be submitted to the office of undersigned within seven days.
- IT Nodal Officer, URRDA.


04.10.18
Superintending Engineer, URRDA S.E.
URRDA URRDA

CONTRACTOR

Atul Saxena, C:\Desktop\Phase-XI\VA\LoA\LoA_Eng

(11)

BU
CONTRACTOR

Chief Engineer,
Uttarakhand Rural Roads Development Agency
[Rural development Department, Govt. of Uttarakhand]
1st Floor, Directorate of Panchayatiraj, Opp-IT Park,
Sahashtra Road, Dehradun- 248013

Summary of Result

"Meeting of Procurement Evaluation Committee was held on _____ for evaluation of Part-II bids received for work of -Construction of Semalta to Kafna-Satni M/Road Stage- I with Two Years Maintenance under PBMC works in District Rudraprayag."

Package No.

UT-10-39

Tender ID: 2018_CCUK_66189_33

Sanctioned Cost:	Construction Cost:	759.25 Lacs (i/c GST)
	Maintenance Cost:	42.91 Lacs (i/c GST)
	Total Cost:	802.16 Lacs (i/c GST)
BOQ Cost(After deleting Item No. 2 & 3):	Construction Cost:	722.19 Lacs (i/c GST)
	Maintenance Cost:	19.48 Lacs (i/c GST)
	Total Cost:	741.67 Lacs (i/c GST)
Cost as Per L1 (After deleting Item No. 2 & 3) :	Construction Cost:	675.20 Lacs (i/c GST)
	Maintenance Cost:	19.46 Lacs (i/c GST)
	Total Cost:	694.66 Lacs (i/c GST)

Level	Name of Bidder Participated	Bid Price Quoted by Bidder (in	GST @	Total
		Cost	12.00%	
L-1	Vijay Builders	₹ 620,24,188.13	7442902.58	69467090.71
L-2	Ms Universal Associates	₹ 661,73,395.72	7940807.49	74114203.21

"The Procurement Evaluation Committee Recommends Accepting the bid of Vijay Builders of ₹. 69467090/21

EE PMGSY, Jakholi
[Member]

Bakina
FC URRDA
[Member] 3-10-18

EE URRDA
[Member] 3/10/18

SE URRDA
[Member] 03/10/18

SE PMGSY Gopeshwer
[Member]

CE PMGSY
[Member] 03/10/18

CE URRDA
[Chairman] 3/10/18

BU
CONTRACTOR

S.E.
URRDA

CONTRACTOR PMGSY Tenders
eProcurement System for Pradhan Mantri Gram Sadak Yojana (PMGSY)
Finance Bid Evaluation Summary

Date : 03-Oct-2018 06:31 PM

Print

Organisation Chain : Chief Coordinator, PMGSY, Uttarkhand
Tender ID : 2018_CCUK_66189_33
Tender Ref No : URRDA_1045_18072018
Tender Title : UT-10-39 Semalta to Kafna-Satni MR Stage-I
Cover System : 2

Committee Chairperson/Co-ordinator Type :	Internal
Committee Chairperson/Co-ordinator Name :	CE URRDA
Committee Members :	CE PMGSY GARHWAL ZONE SE URRDA FC URRDA EE URRDA SE PMGSY GOPESHWAR EE PIU JAKHOLI
Summary Details :	finsummary_125776.pdf (627.13 KB) A
Summary uploaded on :	03-Oct-2018 06:31 PM

No. of Bids : 2

Bid List								
S.No	Bid Number	Bidder Name	Opened By	Submitted Date	Quoted Amount/ Evaluated Amount in ₹	Rank	Status	Reason
1	305732	Ms Universal Associates	Asif Jawed	21-Aug-2018 07:26 PM	7,41,14,203.21	2	Rejected	BID IS NON RESPONSIVE
2	305901	VIJAY BUILDERS	Asif Jawed	23-Aug-2018 10:36 AM	6,94,67,090.71	1	Accepted	BID IS RESPONSIVE

Tender Inviting Authority

[Signature]
 S.E.
 URRDA

CONTRACTOR

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CONTRACTOR

Uttarakhand Procurement System for Pradhan Mantri Gram Sadak Yojana (PMGSY)

PMGSY Bid Opening Summary

Tenders

Date : 14-Sep-2018 01:07 PM

Print

Organisation Chain :	Chief Coordinator, PMGSY, Uttarkhand
Tender ID :	2018_CCUK_66189_33
Tender Ref No :	URRDA_1045_18072018
Tender Title :	UT-10-39 Semalta to Kafna-Satri MR Stage-I
Packet Name :	Finance

Decrypted Bid Openers List		
S.No	Name	Decrypted Date
1	Pawan Kumar Singh	06-Sep-2018 03:20 PM
2	Kuldip Srivastava	14-Sep-2018 01:00 PM

Bid List					
S.No	Bid No	Bidder	Opened By	Opened Date	Status
1	305732	Ms Universal Associates	Kuldip Srivastava	14-Sep-2018 01:04 PM	Admitted
2	305901	VIJAY BUILDERS	Kuldip Srivastava	14-Sep-2018 01:04 PM	Admitted

Bid Opening Summary			
Bid Opener	Type	Summary	Updated On
Kuldip Srivastava	Finance	Total 02 no. bids opened and forwarded for Financial Evaluation	14-Sep-2018 01.07 PM

S.E.
URRDA

CONTRACTOR

17

19

CONTRACTOR

BOQ Summary Details

Tender Title: UT-10-39 Semalta to Kafna-Satni MR Stage-I
Tender Id: 2018_CCUK_66189_33

Sheet Name	Sl.No	Bidder Name	Amount
BoQ1	1	VIJAY BUILDERS	72284283.47
	2	Ms Universal Associates	77789073.23


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CONTRACTOR eProcurement System for Pradhan Mantri Gram Sadak Yojana (PMGSY)
PMGSY Tender Summary Reports
Tenders Date : 31-Aug-2018 04:10 PM

Print

Organisation Chain :	Chief Coordinator, PMGSY, Uttarkhand
Tender ID :	2018_CCUK_66189_33
Tender Ref No :	URRDA_1045_18072018
Tender Title :	UT-10-39 Semalta to Kafna-Satni MR Stage-I

Bids List

S.No	Bid Number	Bidder Name	Submitted Date	Status	Status Updated On
1	305732	Ms Universal Associates	21-Aug-2018 07:26 PM	Accepted-Technical	30-Aug-2018 10:46 AM
2	305901	VIJAY BUILDERS	23-Aug-2018 10:36 AM	Accepted-Technical	30-Aug-2018 10:46 AM

Technical Bid Opening Summary

Type :	Technical
Summary :	Total 02 no. bids received and forwarded for Technical Evaluation
Updated By :	Asif Jawed
Updated On :	24-Aug-2018 03:24 PM
Document :	technical_125776.pdf

Technical Evaluation Summary Details

Committee Chairperson/Co-ordinator Name :	CE PMGSY GARHWAL
Committee Chairperson/Co-ordinator Type :	Internal
Committee Members :	SE PMGSY CIRCLE GOPESHWAR, EE PMGSY PIU JAKHOLI, DAO PIU JAKHOLI
Updated By :	Pawan Kumar Singh
Updated On :	30-Aug-2018 10:46 AM
Financial Bid Opening Date :	06-Sep-2018 03:00 PM
Document :	techsummary_125776.pdf (2343.48 KB)

Tendering Inviting Authority

[Signature]
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eProcurement System for Pradhan Mantri Gram Sadak Yojana (PMGSY)

PMGSY

Bid Opening Summary

Tenders

Date : 24-Aug-2018 03:24 PM

CONTRACTOR

Print

Organisation Chain :	Chief Coordinator, PMGSY, Uttarkhand
Tender ID :	2018_CCUK_66189_33
Tender Ref No :	URRDA_1045_18072018
Tender Title :	UT-10-39 Semalta to Kafna-Satni MR Stage-I
Packet Name :	Fee/PreQual/Technical

Decrypted Bid Openers List

S.No	Name	Decrypted Date
1	Asif Jawed	24-Aug-2018 03:23 PM
2	Kuldip Srivastava	24-Aug-2018 03:23 PM

Bid List

S.No	Bid No	Bidder	Opened By	Opened Date	Status
1	305732	Ms Universal Associates	Asif Jawed	24-Aug-2018 03:23 PM	Admitted
2	305901	VIJAY BUILDERS	Asif Jawed	24-Aug-2018 03:23 PM	Admitted

Bid Opening Summary

Bid Opener	Type	Summary	Updated On
Asif Jawed	Technical	Total 02 no. bids received and forwarded for Technical Evaluation	24-Aug-2018 03:24 PM

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<https://pmgsytenders.gov.in/nicgp/app?component=%24DirectLink&page=Bid...> 24-Aug-18

GSTIN No. 05AADFV2488E1Z6



Vijay Builders

18/08/2018

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Technical Qualification Part I of Bid

The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid. To [Name of Employer] Chief Engineer, URRDA
First Floor in Directorate Panchayati raj, Opposite IT Park,
Sahastradhara Road Dehradun,

Tel.no: 0135-2608125

Identification Number of Works . URRDA 1045 18072018

Description of Works UT-10-39 Semalta to Kafnu-Satni MR Stage-I

Dear. Sir ,

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 12, and acceptance of provisions for Fraud and Corruption in the Bidding Document, I/we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.
2. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.
4. I/we undertake to carry out the works of Performance Based Maintenance for five years (Two years if Stage-I) after the completion date as per the rates offered by the Employer in the bid documents.

Authorised Signatory..

Name and Title of Signatory: Mr. Bishamber Bhatt

Name of Bidder : M/s Vijay Builders

Authorised Address of Communication : Hotel Vijay Place Kedarnath Road Tiwara Rudraprayag U.K


Telephone Nos (Office): Nil

Mobile No. 9412117446

Facsimile (Fax) No: Nil

Electronic Mail Identification (Email ID) : thevijaybuilders@gmail.com

M/s Vijay Builders


 Authorised Signatory

HEAD OFFICE: "Hotel Vijay Place" Kedarnath Road, Tiwara, Rudraprayag, Uttarakhand (INDIA)

2

Mobile : +91 94121 17446, 9630079309 Email : thevijaybuilders@gmail.com

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Vijay Builders

18/08/2018

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Bidder information sheet

Bidder information	
Name of Firm:	M/s Vijay Builders
Address for Communication:	Hotel Vijay Place Kedarnath Road Tiwara Rudraprayag U.K
Telephone No.(s) Office:	Nil
Mobile No.:	9412117446
Facsimile (FAX) No.:	Nil
Electronic Mail Identification (E-mail ID):	Email- thevijaybuilders@gmail.com

Legal Status

1.1 Legal Status	
Constitution or legal status of Bidder:	M/s Vijay Builders (Partner Firm)
Place of registration:	Dehradun
Principal place of business:	Uttarakhand
Power of attorney of signatory of Bid:	Attached Copy

M/s Vijay Builders

BV

Authorized Signatory

HEAD OFFICE: "Hotel Vijay Palace" Kedarnath Road, Tiwara, Rudraprayag, Uttarakhand (INDIA)

3

Mobile : +91 94121 17446, 9690079309 Email : thevijaybuilders@gmail.com

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उपरोक्त नाम के खाते पर धारित बैंक खाते का खाता संख्या
आवेदन संख्या / ड्राव्ही शाखा: DEHRA DUN
आवेदन संख्या / ड्राव्ही शाखा: DEHRA DUN
Toll No: 01364-23233

मांगद्राफ्ट
DEMAND DRAFT

Key WOCBUP
Sl No 459827

1 0 0 8 2 0 1 8
D D M M Y Y Y Y

प्राप्त करने पर U.R.R.D.A. DEHRAOUN

का. इसके अदेश पर
OR-ORDER

ON DEMAND PAY
Five Thousand Only
रुपये RUPEES

अदा करें ₹ 5000.00

IOI 000410870786 Key: WOCBUP Sl No: 459827 AMOUNT BELOW 5001(5M)

रुपय प्राप्त / VALUE RECEIVED

राज्य बैंक ऑफ इंडिया

STATE BANK OF INDIA

ड्राव्ही शाखा / ड्राव्ही शाखा: DEHRA DUN MAIN BRANCH

आवेदन संख्या / ड्राव्ही शाखा: DEHRA DUN

PF 542210

आवेदन संख्या / ड्राव्ही शाखा: DEHRA DUN

आवेदन संख्या / ड्राव्ही शाखा: DEHRA DUN

आवेदन संख्या / ड्राव्ही शाखा: DEHRA DUN

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भारतीय स्टेट बैंक OF INDIA
 STATE BANK OF INDIA
 RUDRAPRAYAG UTTARAKHAND 246273
 Tel. 235238

M/S VIJAY BUILDERS
 C/O HOTEL VIJAY PALACE
 TILWARA
 DIST RUDRAPRAYAG
 Rudraprayag

10/08/2018

सावधि जमा सूचना
 (सावधि जमा रसीद के एवज में)
TERM DEPOSIT ADVICE
 (In lieu of Term Deposit Receipt)

नामांकन / Nomination : पंजीकृत / Registered / अपंजीकृत / Not Registered
 दिनांक / Date :

प्रिय महोदय/महोदया, Dear Sir/Madam,

हमें यह पुष्टि करते हुए प्रसन्नता है कि आपकी निम्नलिखित राशि हमारे पास जमा है, भविष्य में, कृपया आपके पत्राचार में खाता क्रमांक का संदर्भ अवश्य दें, हमारे साथ बैंकिंग करने के लिए धन्यवाद. We have pleasure in confirming details of the following amount held in deposit with us. Please refer to the account number in all correspondence. Thank you for Banking with us. AADFV2488E

नाम / Name: M/S Vijay Builders

सिफ संख्या/
CIF No.

पैन संख्या/
PAN NO.

Pledged to E.E. PIU PMGSY, Jakkhli

SINGLE

STD-GEN PUB-OTH 2YLS-INR

खाता संचालन की विधि:
Mode of Operation :

योजना/
Scheme :

खाता क्रमांक/A/c No.	सावधि/Term 2 Y	ब्याज दर Interest @	मूल राशि Principal Amt.	जारी करने की तारीख Value Date	परिपक्वता की तारीख Maturity Date
37871177111		6.75 %	18,05,000.00	10.8.2018	10.8.2020

परिपक्वता राशि/ INR 18,34,914.00
 Monthly Interest (%) 7.15

भवदीय / Yours faithfully,

Printed 1 Times

प्राधिकृत हस्ताक्षरकर्ता / Authorised Signatory

कृपया पृष्ठ पतरे / P.T.O.

This is not a Negotiable Document
 यह प्रकाशय लिखित नहीं है

URRDA
 E.E.



कार्यालय प्रमुख अभियन्ता एवं विभागाध्यक्ष
उत्तराखण्ड लोक निर्माण विभाग
"जियोजम-111", देहरादून।



CONTRACTOR

Website-<http://pwd.uk.gov.in>E-Mail-circpwduk@nic.in

पत्रांक- 1039/9(73)सू030- नि0-111/17

दिनांक- 29/07/2017

पंजीकरण नवीनीकरण प्रमाण पत्र
(मार्ग कार्यों हेतु)

इस कार्यालय को आय संख्या-723/9(73)सू030/14 दिनांक-22.07.2014 द्वारा मैसर्स विजय बिल्डर्स, होटल विजय पैसेल, तिलवाड़ा, रुद्रप्रयाग (प्रथम पगोदार श्री सुर्यजकाश भट्ट, द्वितीय पगोदार श्री सतीश प्रसाद भट्ट, तृतीय पगोदार श्री विशम्बर दत्ता भट्ट, चतुर्थ पगोदार श्री विजयराज भट्ट, देहरादून का पंजीकरण किया गया था (जिराकी वैधता अवधि दिनांक-30.06.2017 तक थी।

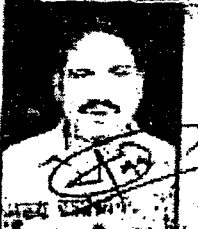
मैसर्स विजय बिल्डर्स, होटल विजय पैसेल, तिलवाड़ा, रुद्रप्रयाग द्वारा लोक निर्माण विभाग उत्तराखण्ड के अन्तर्गत 'मार्ग कार्यों हेतु ठेकेदारों की सूची श्रेणी 'ए' में पंजीकरण का नवीनीकरण किये जाने हेतु आवेदन किया गया है।

ठेकेदार द्वारा पंजीकरण का नवीनीकरण किये जाने हेतु प्रस्तुत अभिलेखों के सत्यापन की प्रवृत्ति में विचार करते हुए लोक निर्माण विभाग उत्तराखण्ड के अन्तर्गत 'मार्ग कार्यों हेतु ठेकेदारों की सूची श्रेणी 'ए' में दिनांक-30.06.2020 तक के लिए एकाद्वारा नवीनीकृत कर पंजीकरण संख्या- ARE0145417 जांचित किया जाता है।

उक्त प्रमाण पत्र लोक निर्माण विभाग उत्तराखण्ड में मान्य होगा तथा इसकी वैधता दिनांक-30.06.2020 के पश्चात् नवीनीकरण न कराये जाने की दशा में स्वतः ही समाप्त समझी जायेगी।

ठेकेदार का पैन नं०-AADFV2486F एवं GSTIN- 05AADFV248BE126 है।

नोट- 1. दिनांक-30.06.2020 के उपरान्त नवीनीकरण कराये जाने हेतु उक्त तिथि से दो महीने पूर्व आवेदन करना अनिवार्य होगा।



प्रमुख अभियन्ता
लोक निर्माण विभाग
उत्तराखण्ड



प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. मुख्य अभियन्ता स्तर-1/11, क्षेत्रीय कार्यालय/राजमठ/पीठौर/जौग/रुद्रप्रयाग/दंडे बैंक/पीठौर/यू/एटीओबीओ(आईओबीओ), लो0नि0वि0, देहरादून/हरद्वानी/सीडी/अल्मोड़ा/टिहरी/विश्वेश्वरगढ़।
2. सम्बन्धित अधीक्षण अभियन्ता, _____ यां द्वारा, लो0नि0वि0, _____ को इस आशय से प्रेषित कि कृपया उक्त आदेश से अपने अधीनस्थ खण्डों को भी अवगत कराकर उन को सूचित करें।
3. मैसर्स विजय बिल्डर्स, होटल विजय पैसेल, तिलवाड़ा, रुद्रप्रयाग को इस आशय के साथ प्रेषित कि आप द्वारा प्रस्तुत अभिलेखों को सम्बन्धित विभाग से सत्यापित कराये जाने पर यदि कोई विपरीत/गलत सूचना प्राप्त होती है, तो उक्त पंजीकरण निरस्त कर दिया जायेगा।

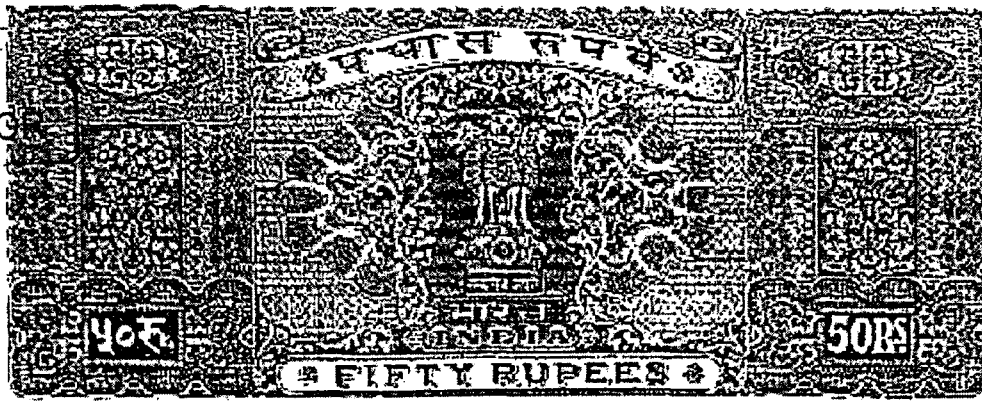
वरिष्ठ स्टाफ ऑफिसर
कार्यालय प्रमुख अभियन्ता एवं विभागाध्यक्ष

वरिष्ठ स्टाफ ऑफिसर
कार्यालय प्रमुख अभियन्ता एवं विभागाध्यक्ष

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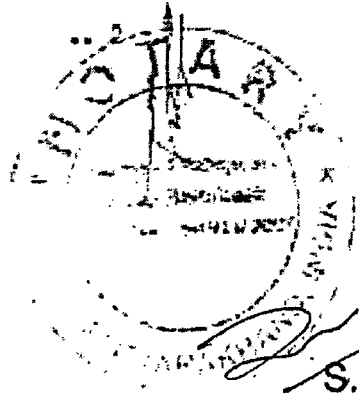


PARTNERSHIP DEED (RE-CONSTITUTION)

THIS DEED OF PARTNERSHIP is made on this the 1st day of April, 2004 among (1) Shri DATA RAM BHATT, son of Shri GYANAHAND BHATT, aged about 60 years, Residence of Village & Post Office - DHALUNDA, BILASAPUR (UTTARANCHAL), here-in-after called the first party of the first part, (2) Shri BISHAMBHAR BHATT, s/o Sh. JAI KRISHNA BHATT, aged about 30 years, Village and Post Office: DHALUNDA, BILASAPUR (UTTARANCHAL), here-in-after called the second party of the second part, (3) Sh. SATISH PRASAD BHATT, s/o Shri JAI KRISHNA BHATT, aged about 25 years, R/O: Village & Post Office - DHALUNDA, Distt. BILASAPUR (UTTARANCHAL) here-in-after called the third party of the third part, (4) Shri SOHNYA PRAKASH BHATT, s/o Sh. MAYA RAM BHATT, aged about 19 years, R/O: Vill. & P.O. - DHALUNDA, Distt. BILASAPUR (UTTARANCHAL), here-in-after called the fourth party of the fourth part and (5) Shri RAJA RAM BHATT,

Handwritten notes and signatures:
 (1)
 SATISH
 100/100/100/100
 BISHAMBHAR

M/s Vijay Builders
 Partner

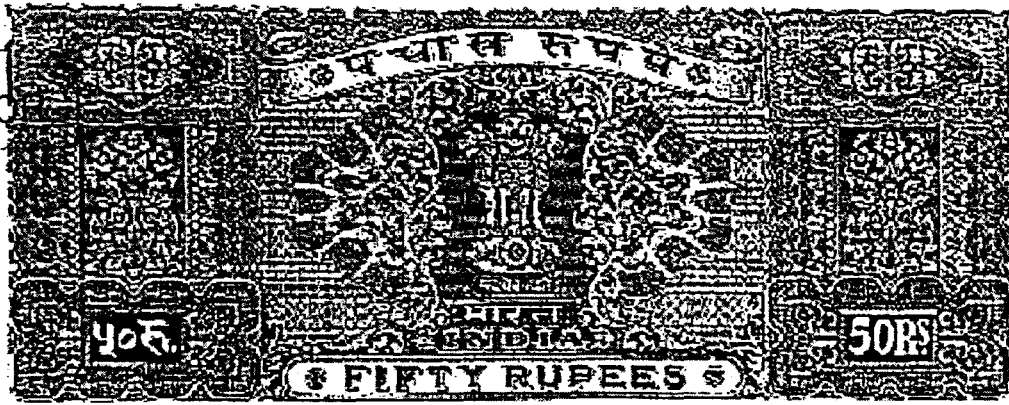


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(2)

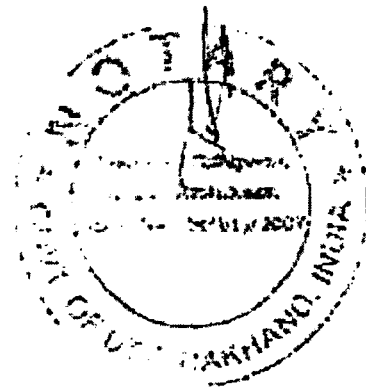
S/o SHRI DATA RAM BHATT, aged about 28 years, P/O: Villager & T.O. - BHADISA, Distt. MUMBAI (UTTERANCHAL), here-in-after called the fifth party of the fifth part.

WHEREAS, the Party No. 1 namely SHRI DATA RAM BHATT and Party No. 2 namely SHRI BISHAMBER BHATT are carrying on a Partnership firm under the name and style of M/s VIJAY BUILDERS, having its principal place of business at Village & P.O. - CHANDIPALA, Distt. MUMBAI with a Branch Office at: TELHARA, Distt. MUMBAI under a Partnership Deed dated 22-03-2001,

M/s Vijay Builders
Partner

.. 3

SATISH BHATT
WITNESS



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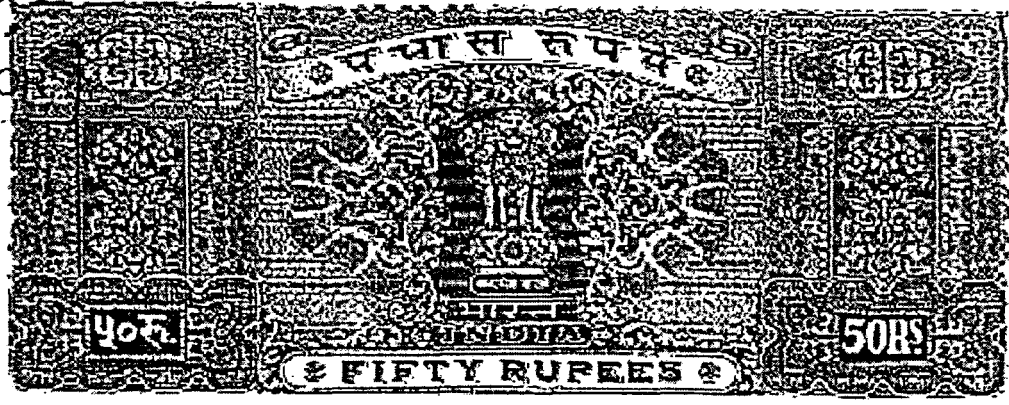
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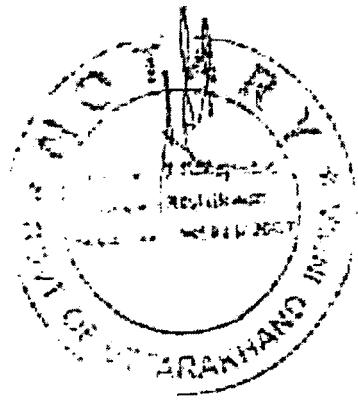


(3)

AND WHEREAS, aforesaid party No.1 and 2 of this deed intend to expand their Civil Construction Business for which they need some more working hands. So, they have invited Party No. 3 Shri SATISH PRASAD BHATT, Party No. 4 SH. GOPIYA PRANABH BHATT, and Party No.5 Shri RAJA SUN BHATT of this deed to join their hands in partnership business as partners and party No. 3, 4, and 5 of this deed have accepted the aforesaid offer of party No. 1 and 2 to join their hands as a Partner.

M/s Vijay Builders
62
 Partner

Satish Prasad Bhatt
 Partner



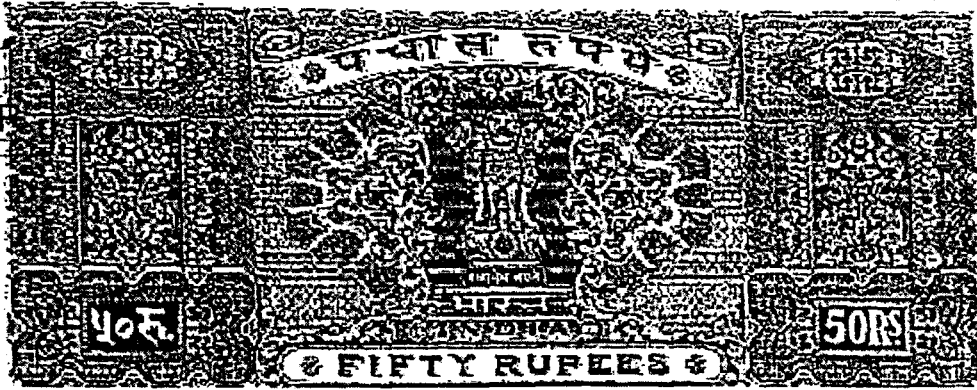
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(2)

AND WHEREAS, the parties of this deed have actually re-constituted the Partnership Firm on 01-04-2004 and have started the execution of Contract Works undertaken by the firm V/a VIJAY BUILDERS s.e.f. 01-04-2004 in joint venture.

AND

WHEREAS, the partners are now desirous of reducing the terms and conditions of partnership in writing.

.. 5

M/s Vijay Builders
Partner

Handwritten signatures and names:
SATISH
S. S. S. S.



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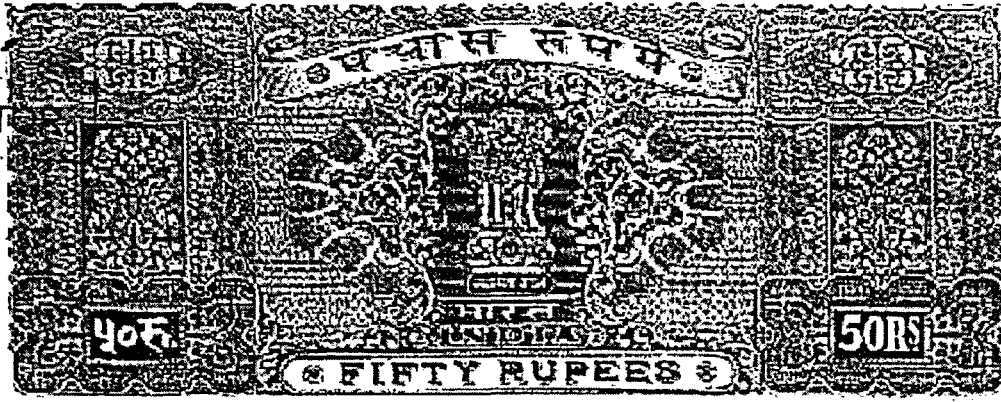
Handwritten signature:
S.E.
URRDA

Handwritten initials: BV

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CONTRACT



(3)

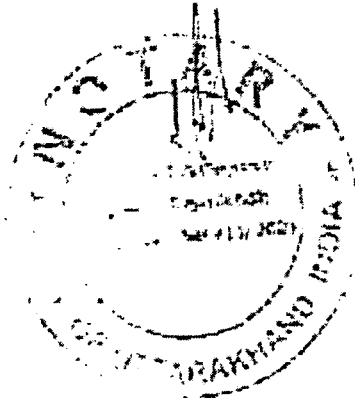
NOW, this agreement witnessed as under :-

(1) THAT, the name & style of the firm shall be
M/s VIJAY BUILDERS.

(2) THAT, the Principal place of business of the
firm shall be at: Village & P.O.-GHANDRALA,
Distt. IMPHAL (UTTRANCHAL) having its
Branch Office at: Village-TELDARA, Distt. PUNJAB
(UTTRANCHAL) or at any such place as may be
decided amongst the partners from time to time.

M/s Vijay Builders
Partner

SATISH SLOTT
Partner



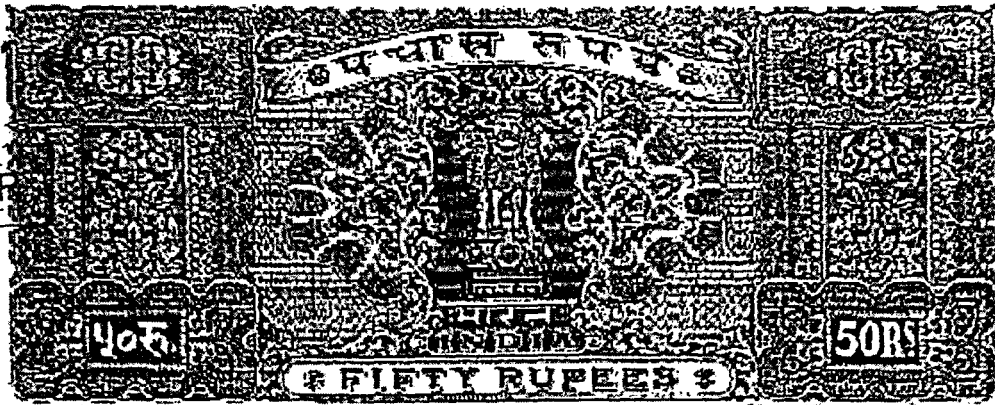
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(43)

JURS.



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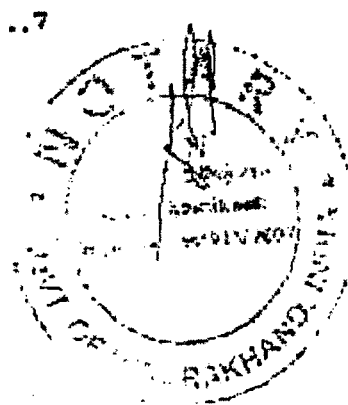
(6)

(3) THAT, the nature of business shall be that of Civil Construction or any other legal business as may be decided amongst the partners from time to time.

(4) THAT, each partner shall be entitled to interest @ 12% p.a. on the Capital standing to his credit in the Partners Capital Account on the first day of accounting year. If, there is any change in the provisions of Income Tax Act regarding interest payable to the partners of the firm, it will be paid at the maximum rate allowable.

Handwritten notes:
 9/11/17
 SURESH
 PARTNER

M/s Vijay Builders
 Partner



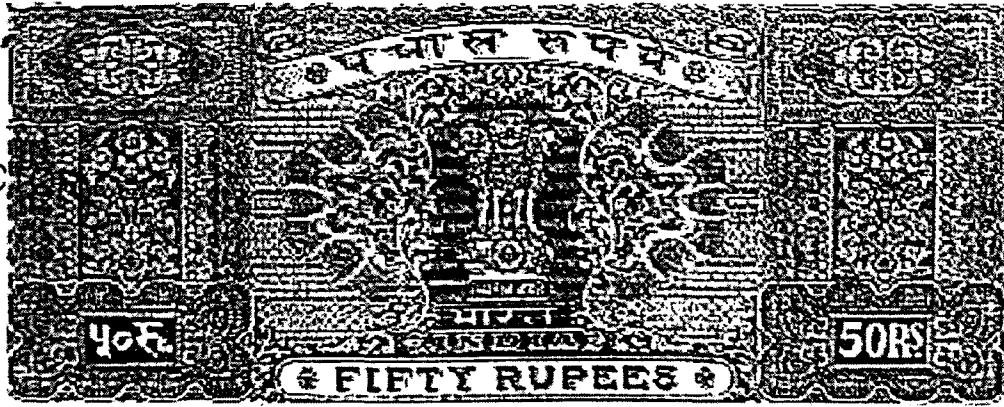
Signature:
 S.E.
 URRDA

10

CONTRACTOR

45

50 RS.



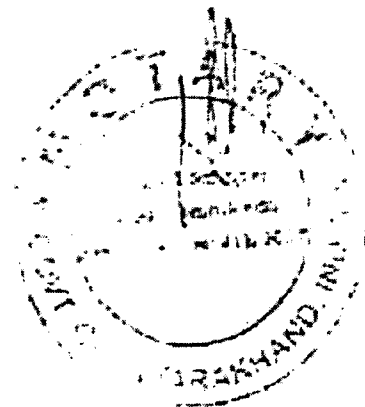
CONTRACT

(7)

(2) THAT, all partners of the firm shall be working partners, who shall be entitled to Salary/remuneration in the manner laid down in Section-40(b)(v) of the Income Tax Act, 1951. The Salary/remuneration allowable to the Partners U/S 40(b) (v) of the Income Tax Act shall be distributed between the working partners in equal proportion i.e. 25% each.

.. B

C. S. Srinivas
 Partner
 M/s Vijay Builders
 Partner



11

S.E. URRDA

CONTRACTOR

47

50 Rs.

B.L.
CONTRACTOR



(B)

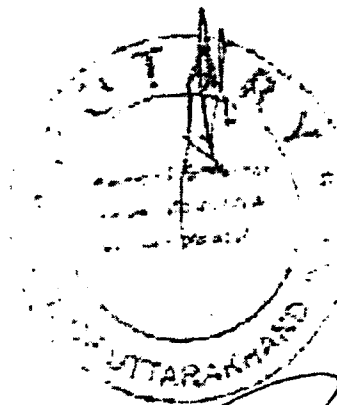
Salary/compensation so computed shall be worked out and credited in the Partners Capital Account at the close of accounting year.

(6) THAT, the terms of this Partnership Business may be altered at any time by the mutual consent of the partners.

.. 9

Ms Vijay Builders
br
Partner

Handwritten signatures and notes in Hindi/English.



12

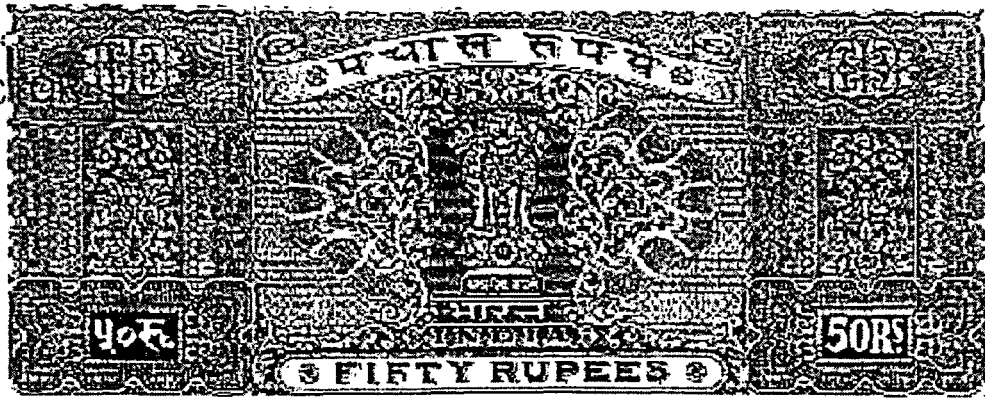
S.E.
URRDA

br
CONTRACTOR

49

50Rs.

CONTRACT



(9)

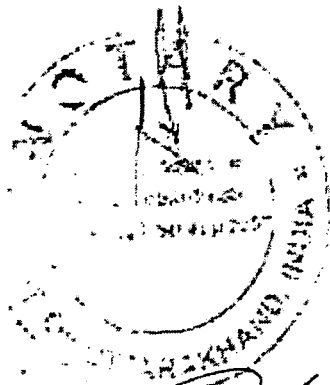
(7) THAT, the Partnership business shall be governed by the provisions of Indian Partnership Act, 1932 in all matters not herein specifically provided.

(8) THAT, in future, the firm may undertake Contract works in the name of firm or any individual partner. The Contract work undertaken in the name of individual partner may be executed by the firm, if all the partners agree to do so.

.. 12

Handwritten signatures and notes in Hindi, including 'विजय' (Vijay) and 'साहस' (Sahas).

M/s Vijay Builders
62
 Partner



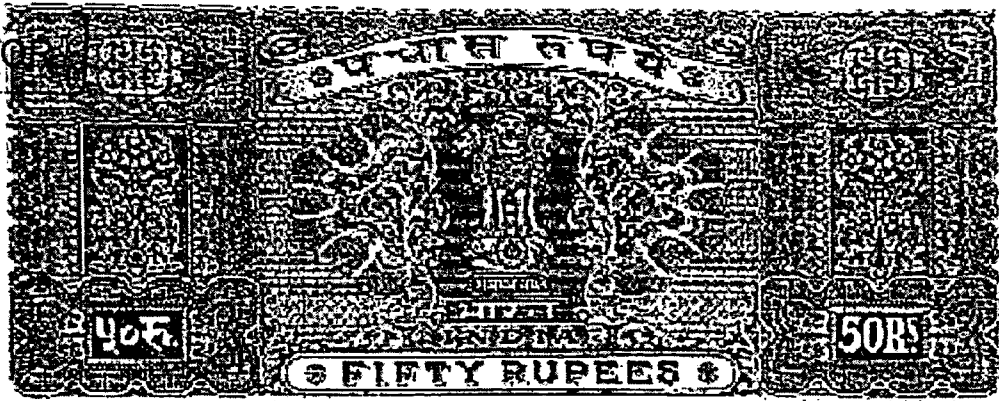
S.E.
 URRDA

13

CONTRACTOR

Handwritten mark or signature in a circle.

32
CONTRACTOR



(10)

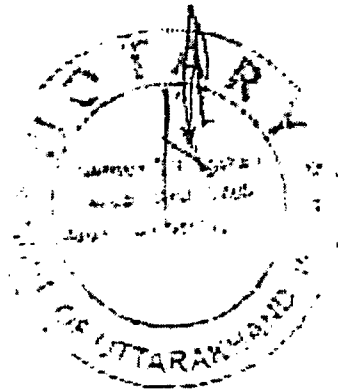
(9) THAT, Party No.2 Smt: BISHAMBER BHATT,
shall be entitled to represent the firm
in contractee departments, to purchase
tenders, to submit tenders, to sign
contract bonds, to prepare bills, to
receive payments, to disburse receipts and
to make all necessary correspondences with
the concerned departments on behalf of the
firm with his Sole Signature.

[Handwritten signature]

..11

M/s Vijay Builders
B2
Partner

[Handwritten notes and signatures]
Bhole
Bishamber



14

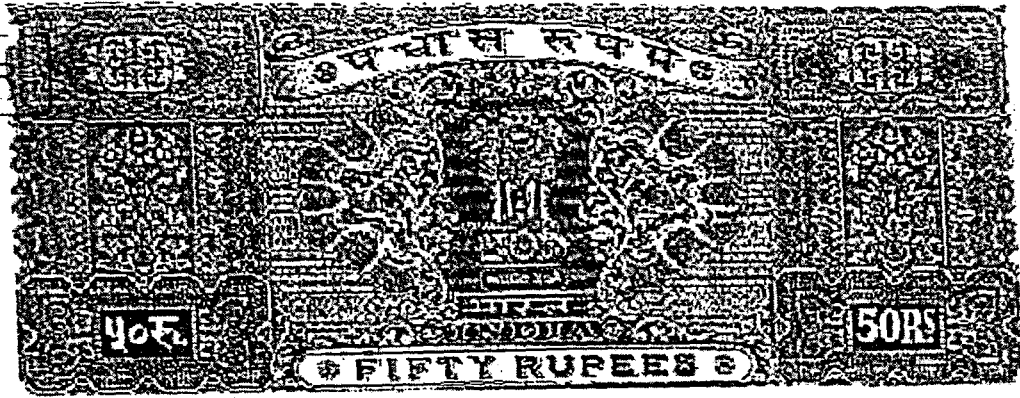
[Handwritten signature]
S.E.
URRDA

CONTRACTOR

83

50 Rs.

CONTRACTOR



(11)

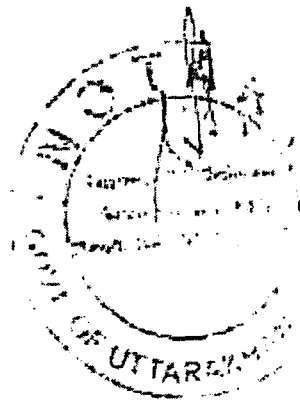
(10) THAT, the partners shall open Bank Account with such bank or banks as the partners may from time to time agree upon in the name of the firm, which shall be operated with the Sole Signature of either of the partners.

(11) THAT, the accounting period of the firm shall be 1st April, to 31st March of every Calendar year.

.. 33

Handwritten notes in Hindi:
 १. ११/११
 २. ११/११
 ३. ११/११
 ४. ११/११

M/s Vijay Builders
 62
 Partner



15

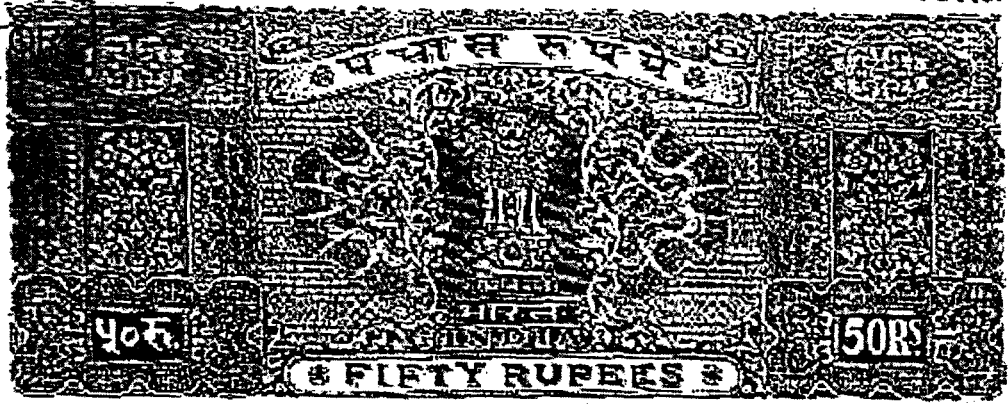
Handwritten signature:
 S.E.
 URRDA

Handwritten mark:
 CONTRACTOR

Handwritten mark in a circle:
 55

50RS.

B2
CONTRACTOR



(12)

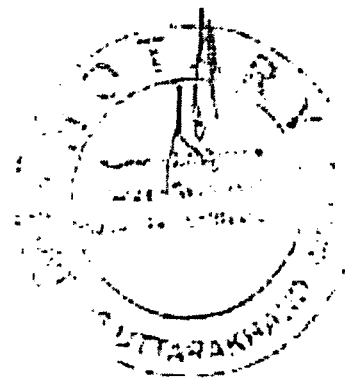
(12) THAT, the profits and losses shall be divided or borne by the partners in equal shares.

(13) THAT, the Partnership shall be 'AT WILL'.

.. 13

Handwritten notes in Hindi, including the word 'पारस' (Pars) and other illegible characters.

M/s Vijay Builders
B2
Partner



16

S.E.
URRDA

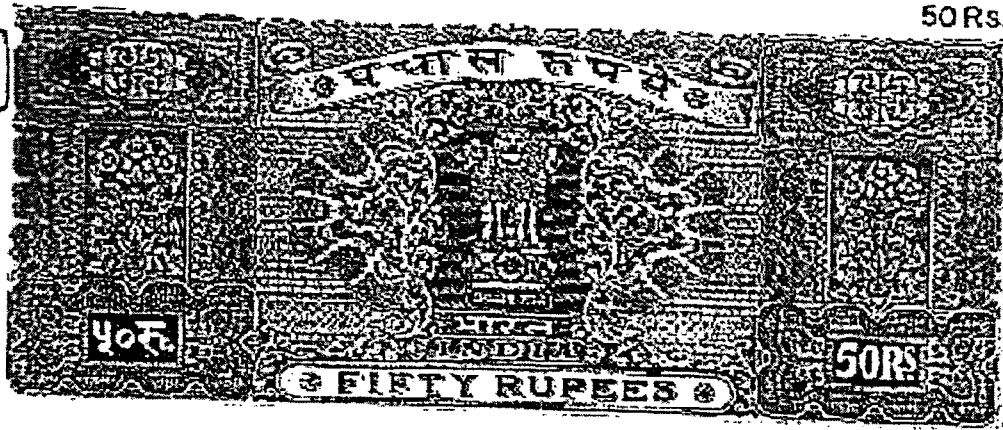
B2

CONTRACTOR

(57)

CONTRACTOR

50 Rs.

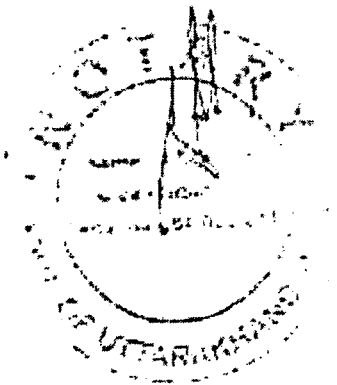


(13)

(14) THAT, in case of any dispute among the partners in respect of the Partnership firm or in respect of interpretation of this deed the same shall be referred to five Arbitrators, each appointed by the each partner or in case of their disagreement to an Umpire, whose decision shall be binding on all the partners.

.. 14

Sri...
SRI...
12/4/2014
M/s Vijay Builders
Partner



17

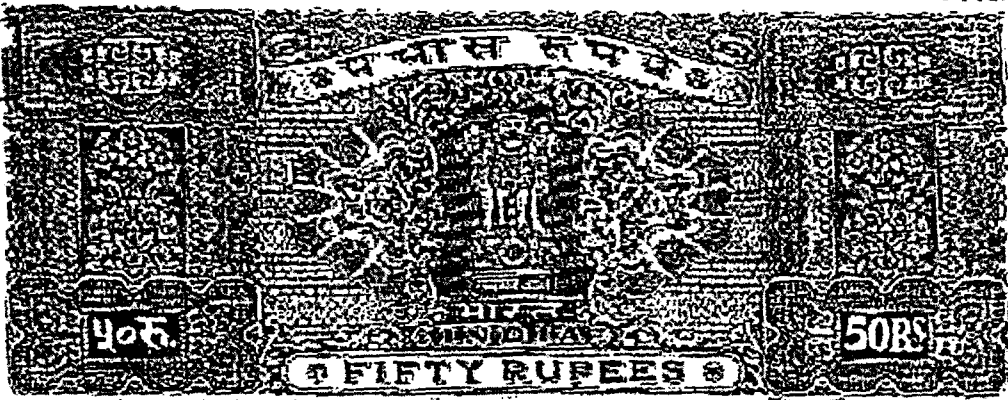
S.E.
URRDA

CONTRACTOR

59

50RS.

CONTRACTOR



(14)

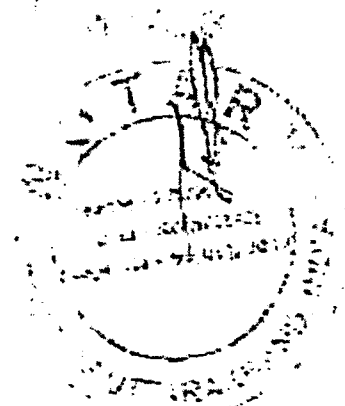
THIS DEED is therefore, being executed on the day and date here-in-above mentioned in presence of the following witnesses :-

WITNESSES:-

(1) Handwritten signature
S/o Sh. B.S. Purohit

- Party No. (1) Handwritten signature
- Party No. (2) Handwritten signature
- Party No. (3) Handwritten signature
- Party No. (4) Handwritten signature
- Party No. (5) Handwritten signature

(2) Handwritten signature
S/o Sh. L.P. Purohit



ATTESTED TRUE COPY
J. S. [Handwritten]
[Handwritten text]

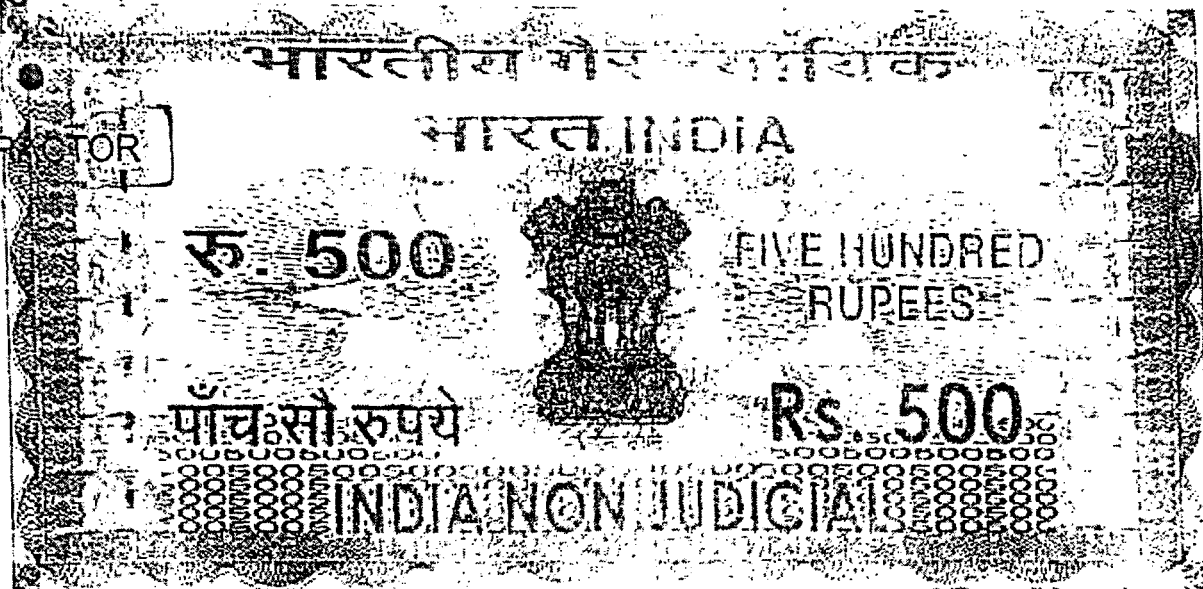
M/s Vijay Builders
Handwritten signature
Partner

S.E.
URRDA

Handwritten signature
CONTRACTOR

(6)

CONTRACTOR



उत्तराखण्ड UTTARAKHAND

B 005569

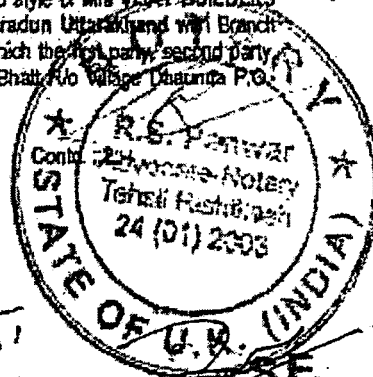
PARTNERSHIP DEED OF RE-CONSTITUTION

This deed of partnership (Re-constitution) is made on this the 29th day of August 2016 amongst:-

1. Shri Bishamber Bhatt aged about 42 years S/o Shri Jai Krishna Bhatt R/o Village and P.O.- Tiwara Dist.- Rudraprayag, Uttarakhand hereinafter described as the party of the first part,
2. Shri Satish Prasad Bhatt aged about 37 years S/o Jai Krishna Bhatt R/o Village Dhaunda P.O.- Chaunriya Dist.- Rudraprayag, Uttarakhand hereinafter described as the party of the second part,
3. Shri Soorya Prakash Bhatt aged about 31 years S/o Shri Maya Ram Bhatt R/o Village Dhaunda P.O.- Chaunriya Dist.- Rudraprayag, Uttarakhand hereinafter described as the party of the third part,
4. Shri Raja Ram Bhatt aged about 35 years S/o Shri Datta Ram Bhatt R/o Village Dhaunda P.O.- Chaunriya Dist.- Rudraprayag, Uttarakhand hereinafter described as the party of the fourth part and
5. Shri Vijay Ram Bhatt aged about 45 years S/o Late Datta Ram Bhatt Village Dhaunda P.O.- Chaunriya Dist.- Rudraprayag, Uttarakhand hereinafter described as the party of the fifth part.

Which expression shall include the heirs, executors, administrators and the representatives of the respective parties.

WHEREAS the partnership firm was hereto carrying on a business in the name and style of M/s VIJAY BUILDERS having its principal place of business at 159 Pragati Vihar Rishikesh District Dehradun Uttarakhand with Branch office at Hotel Vijay Palace Kedarnath Marg Tiwara District Rudraprayag, in which the first party, second party, third party and fourth party alongwith Late Datta Ram Bhatt S/o Late Gyananand Bhatt R/o Village Dhaunda P.O. Chaunriya, Dist.- Rudraprayag, Uttarakhand were the partners.



URRDA SE
URRDA

CONTRACTOR

63



उत्तराखण्ड UTTARAKHAND

N 215145

नोडल अधिकारी, देहरादून
 (उत्तराखण्ड)
 29 FEB 2016
 निर्दिष्ट वि II
 नोड संख्या- 1

AND WHEREAS said Data Ram Bhatt S/o Late Gyanenand Bhatt R/o Village Dhaunda P.O.- Chauuriya, Dist.- Rudrapur, Uttarakhand expired on 28.08.2016.

AND WHEREAS the partnership deed executed by the partners of the erstwhile partnership firm as amended on 01.04.2015 provided that the partnership firm shall not be dissolved on death of a partner and eldest male child or legal representative of the deceased partner shall be taken as partner in place of the deceased and the partnership business shall continue on the same terms and conditions.

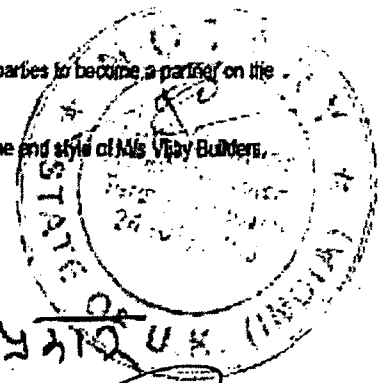
AND WHEREAS Shri Vijay Ram Bhatt aged about 45 years S/o Late Data Ram Bhatt Village Dhaunda P.O.- Chauuriya Dist.- Rudrapur, Uttarakhand being the eldest male child of deceased partner Data Ram Bhatt is admitted as a partner in the partnership firm w.e.f. 28.08.2016 and shall hereinafter be known as party of the fifth part to which the surviving partners have no objection.

AND WHEREAS the said party of fifth part hereto has gone through the terms and conditions of the partnership and has agreed to join the firm as a partner.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:-

1. That the party of the fifth part has joined the first, second, third and fourth parties to become a partner on the date of execution hereof.
2. That the business of the partnership firm shall continue to be run in the name and style of M/s. Vijay Builders.

DV
 (Signature)
 28/08/16
 T. H.



S.E. URRDA

(Circular stamp with '65')

CONTRACTOR



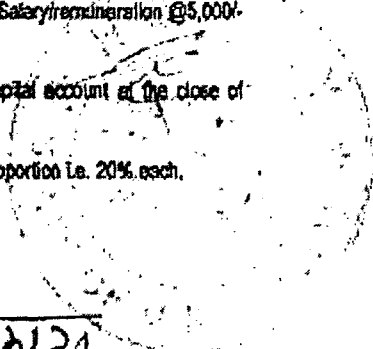
उत्तराखण्ड UTTARAKHAND

N 215146

29 FEB 2016
 निकास दि 1
 (उत्तराखण्ड)
 निकास दि 1

3. THAT the principal place of firm shall be at 159 Pragati Vihar Fishkesh Dist.-Dehradun having it's Branch Office at Hotel Vijay Palace Kedamath Marg Tehara, Dist.- Rudraprayag, Uttarakhand or at such any other place or places as the partners may mutually decide from time to time.
4. That the capital of the deceased partner standing to his credit as on today has been transferred in the name and to the credit of the fifth party hereof namely Shri Vijay Ram Ehatl and likewise the capital standing to the credit of the first, second, third and fourth parties hereto in the books of erstwhile partnership firm have been transferred into the books of account of the reconstituted firm and credited to their respective accounts.
5. That the nature of business shall be that of civil construction i.e. construction of roads, bridges and buildings etc or any other legal business as may be decided amongst the partners from time to time.
6. That each partner shall be entitled to interest @12% on the capital standing to his credit in the Partners Capital account on the first day of accounting year. If, in future, there is any change in the provision of Income Tax Act regarding interest payable to the partners of the firm, it will be paid at the maximum rate allowable.
7. That all the partners of firm shall be working partners, who shall be entitled to Salary/remuneration @5,000/- P.M. each.
 Salary/remuneration as above shall be credited in the partners capital account at the close of accounting year.
8. That the profits and losses shall be divided or borne by the partners in equal proportion i.e. 20% each.

Handwritten signatures and dates:
 22/5/21
 22/5/21



S.E.
URRDA

CONTRACTOR

07

CONTRACTOR



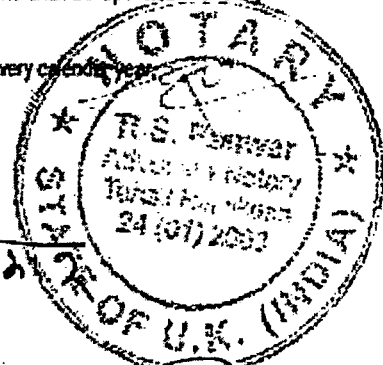
उत्तराखण्ड UTTARAKHAND

N 215147

29 FEB 2016
 नॉन जूडिशियल
 स्टैम्प

9. That the terms of this Partnership business may be altered at any time by the mutual consent of the partners.
10. That the partnership business shall be governed by the provisions of Indian Partnership Act 1932 in all matters not herein specifically provided.
11. That the partnership shall be 'AT WILL'
12. That each partner of firm shall be entitled to represent firm before any person, authority, department or undertaking and to do, execute and perform any act(s), deed(s) and thing (s) whatsoever with them on behalf of the firm with his sole signature.
13. That the parties of this deed shall open Bank account in such Bank or Banks in the name of the firm as parties may mutually decide from time to time. Such account or accounts shall be operated with the joint signatures of any two partners.
14. That the accounting period of firm shall be from 1st April to 31st March of every calendar year.

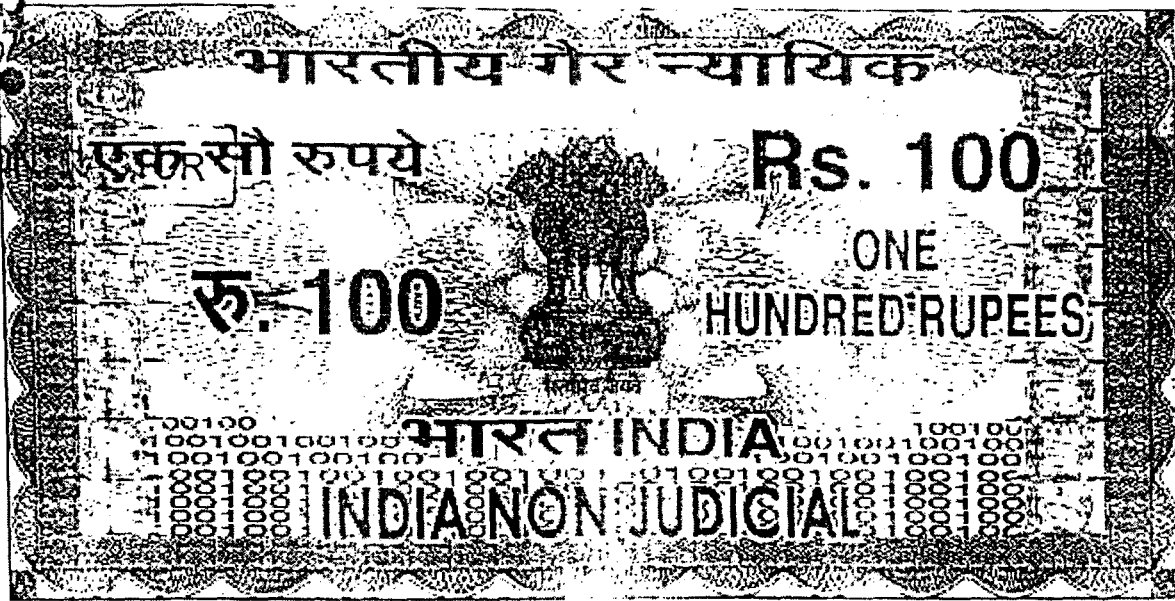
32
 22
 2245



S.E.
 URRDA

CONTRACTOR

69



उत्तराखण्ड UTTARAKHAND

N 215148

कोषाधिकारी, उत्तराखण्ड
(उत्तराखण्ड)
29 FEB 2016
निर्वाह दिये जा
कोष संख्या 01

15. That in the event of demise of any partner(s) the firm shall not be dissolved and one person representing the deceased being the eldest male child or in the alternative, spouse or any other legal heir next in the line would step into the shoes of the deceased and would be taken as partner, to which the surviving partners would have no objection.

16. That in case of any dispute in respect of partnership business or in respect of interpretation of this deed the same shall be referred to five arbitrators each appointed by each partner of the firm and in case of their disagreement to an umpire whose decision shall be binding on all the partners.

This deed is therefore being executed on the day and date herein before mentioned in presence of following witnesses:-

Witnesses:-

1. मसुवीप सिंह
प्रशासिका नगर चतुर्धर

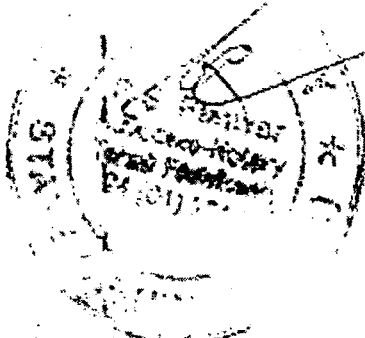
Party No. 1 BV

2. Doshi

Party No. 2 Small

Party No. 3 राजेश कुमार

Party No. 4 Rohit



ATTESTED
23/02/2016
Advocate & Notary, Uttarakhand
Rajesh Kumar
State of Uttarakhand

R.S. Bhatnagar
Advocate & Notary, Uttarakhand
Page No. 24 (10) 2003
State of Uttarakhand

ATTESTED TRUE COPY
S.E.
URRDA

CONTRACTOR

(71)



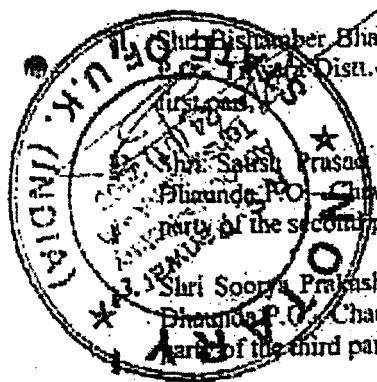
BL
CON

उत्तराखण्ड UTTARAKHAND

N 099259

PARTNERSHIP DEED OF RE-CONSTITUTION

This deed of partnership (Re-constitution) is made on this the 1st day of April 2017 amongst:-



Shri Bishamber Bhatt aged about 43 years S/o Shri Jai Krishana Bhatt R/o Village and P.O. Dhanda Distt.- Rudraprayag, Uttarakhand hereinafter described as the party of the first part.

Shri Satish Prasad Bhatt aged about 38 years S/o Jai Krishana Bhatt R/o Village Dhanda P.O. Chauuriya Distt.- Rudraprayag, Uttarakhand hereinafter described as the party of the second part.

Shri Sooraj Prakash Bhatt aged about 32 years S/o Shri Maya Ram Bhatt R/o Village Dhanda P.O. Chauuriya Distt.- Rudraprayag, Uttarakhand hereinafter described as the party of the third part and

Contd. ::2::

Handwritten signatures and dates, including '24/4/17'.

SE. URRDA

BL
CONTRACTOR

(73)

CONTRACTOR



उत्तराखण्ड UTTARAKHAND

N 099260

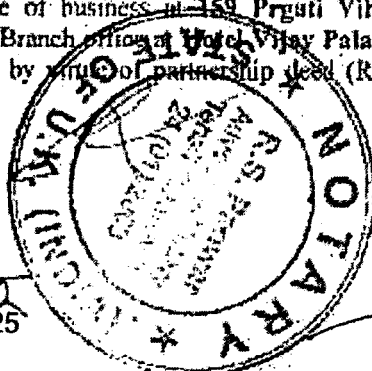
::2::

4. Shri Vijay Ram Bhatt aged about 46 years S/o Late Data Ram Bhatt Village Dhaunda P.O.- Chaunriya Distt.- Rudraprayag, Uttarakhand hereinafter described as the party of the fourth part.

Which expression shall include the heirs, executors, administrators and the representatives of the respective parties.

WHEREAS the parties of the first, second, third and fourth part and Shri Raja Ram Bhatt aged about 35 years S/o Shri Data Ram Bhatt R/o Village Dhaunda P.O.- Chaunriya Distt.- Rudraprayag, Uttarakhand have been carrying on the partnership business of civil construction under the name & style of M/s VIJAY BUILDERS having its principal place of business at 159 Pragati Vihar Rishikesh District Dehradun Uttarakhand with Branch office at Hotel Vijay Palace Kedarnath Marg Tilwara District Rudraprayag by deed of partnership deed (Re-constitution) DL 29.08.2016.

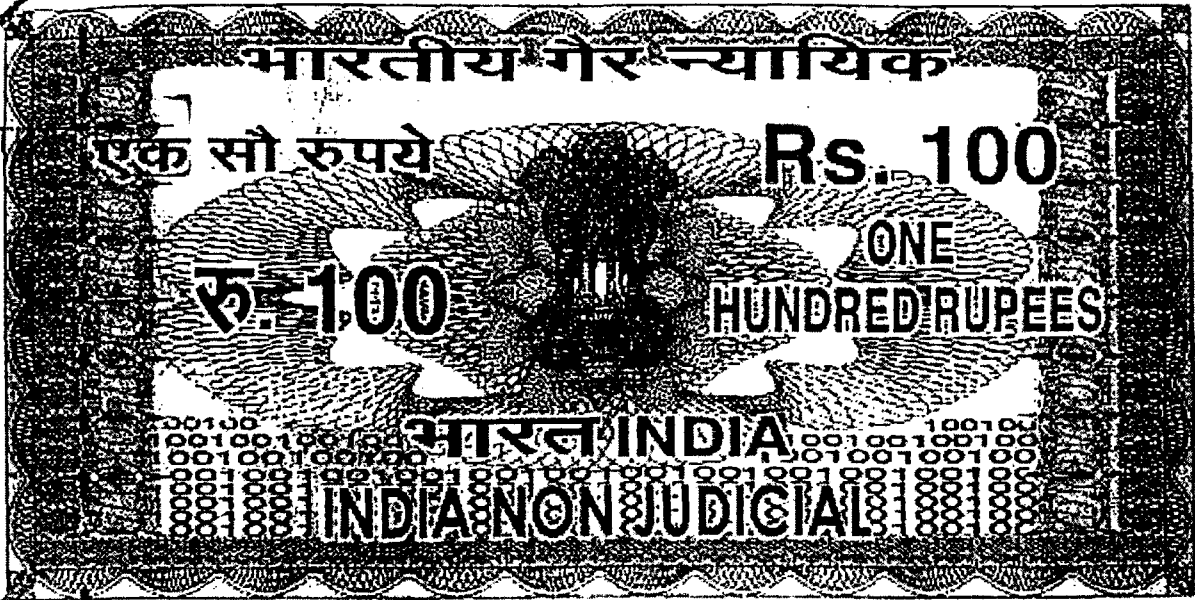
Handwritten notes:
 B
 Part
 224 5/11
 25



Handwritten signature:
 S.F. URRDA

CONTRACTOR

75



उत्तराखण्ड UTTARAKHAND

N 099261

::3::

AND WHEREAS said Shri Raja Ram Bhatt S/o Shri Data Ram Bhatt R/o Village Dhaunda P.O.- Chaunriya Dist.- Rudraprayag, Uttarakhand has retired from the partnership on Dt. 31.03.2017.

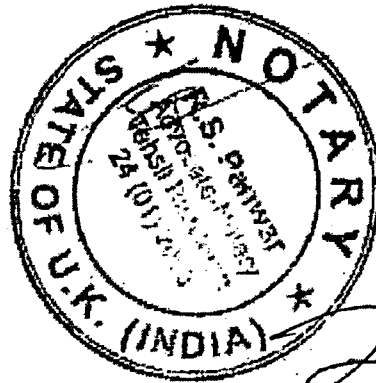
AND WHEREAS the parties hereto have agreed to continue to carry on the business in partnership on the terms and conditions as mutually agreed upon and whereas it is deemed desirable to reduce the said conditions in writing.

NOW THIS INDENTURE WITNESSETH AS UNDER:-

1. That the business of the partnership firm shall continue to be run in the name and style of M/s Vijay Builders.

Handwritten signatures and names:
 Bhatt
 Ram
 Bhatt
 22/4/2017

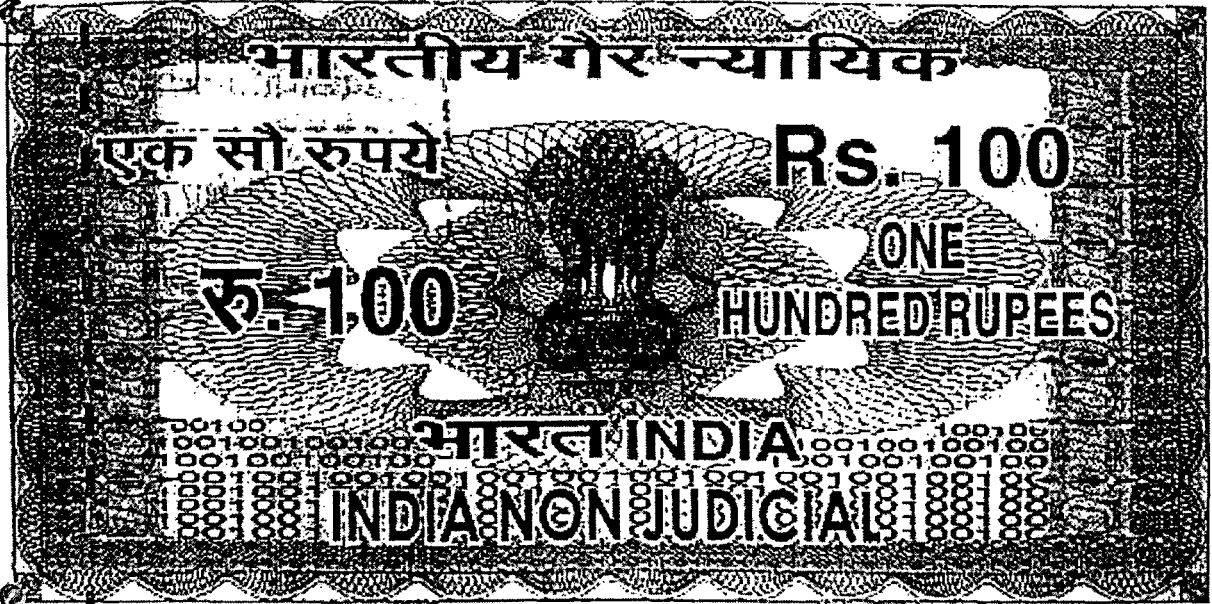
26



S.E.
URRDA

CONTRACTOR

77



उत्तराखण्ड UTTARAKHAND

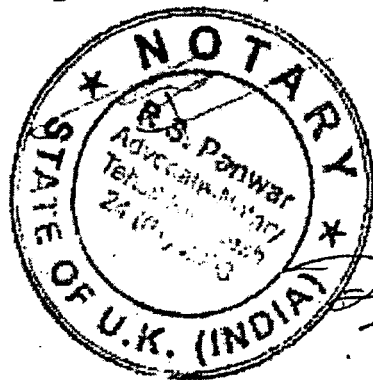
N 099262

::4::

2. That, the principal place of firm shall be at 159 Pragati Vihar Rishikesh Distt.- Dehradun having it's Branch Office at Hotel Vijay Palace Kedarnath Marg Tiltwara, Distt.- Rudraprayag, Uttarakhand or at such any other place or places as the partners may mutually decide from time to time.
3. That the nature of business shall be that of civil construction i.e. construction of roads, bridges and buildings etc or any other legal business as may be decided amongst the partners from time to time.

BZ
Shree
Pranav २२५५५१२
Rishikesh

27

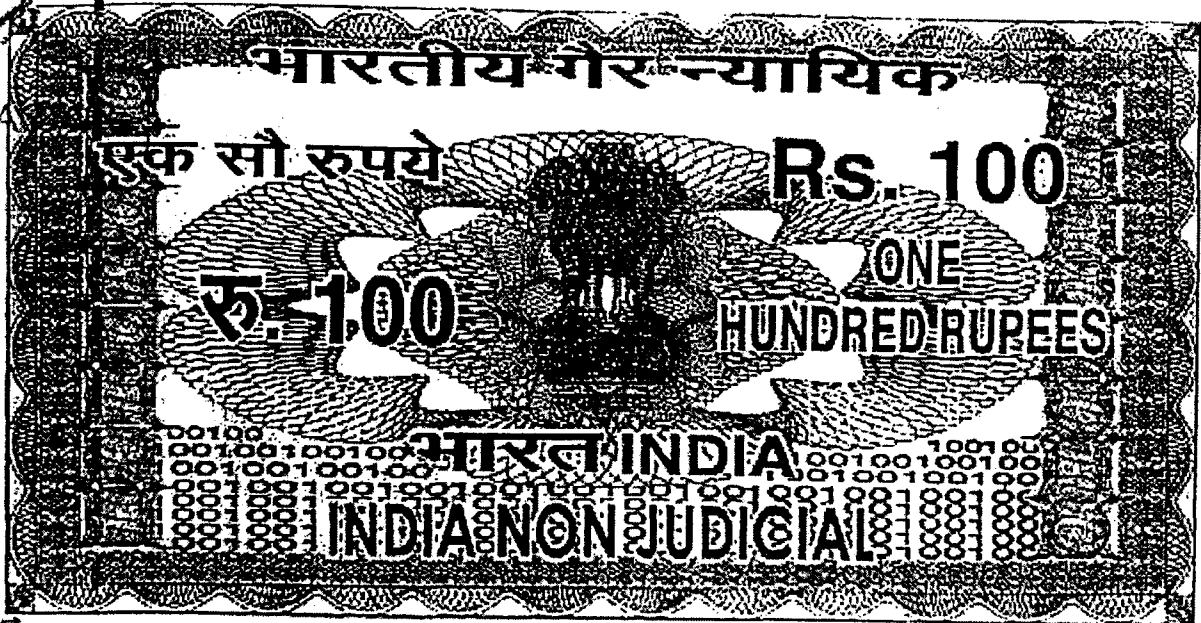


S.E. URRDA

CONTRACTOR

79

CONTRACTOR



उत्तराखण्ड UTTARAKHAND

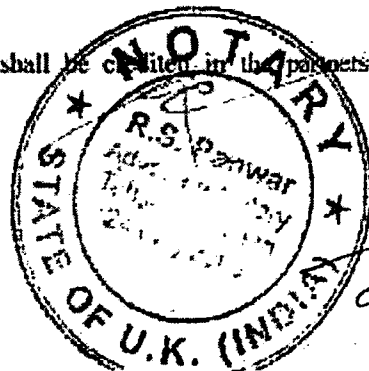
L 519459

::5::

4. That each partner shall be entitled to interest @12% on the capital standing to his credit in the Partners Capital account on the first day of accounting year. If, in future, there is any change in the provision of Income Tax Act regarding interest payable to the partners of the firm, it will be paid at the maximum rate allowable.
5. That the party No. 1 namely Shri Bishamber Bhatt , Party No. 2 namely Shri Satish Prasad Bhatt and Party No 3 namely Shri Soorya Prakash Bhatt of firm shall be working partners, who shall be entitled to Salary/remuneration @ 15,000/- P.M. each.

Salary/remuneration as above shall be credited in the partners capital account at the close of accounting year.

Handwritten notes:
 Shall Partner 224 5312 28
 Jansah



Handwritten signature:
 S.E.
 URRDA

CONTRACTOR

81



उत्तराखण्ड UTTARAKHAND

L 519434

:6:

6. That the profits and losses shall be divided or borne by the partners in following proportion:-

- I. Shri Bishamber Bhatt 40%
- II. Shri Satish Prasad Bhatt 20%
- III. Shri Soorya Prakash Bhatt 20%
- IV. Shri Vijay Ram Bhatt 20%

7. That, the terms of this Partnership business may be altered at any time by the mutual consent of the partners.

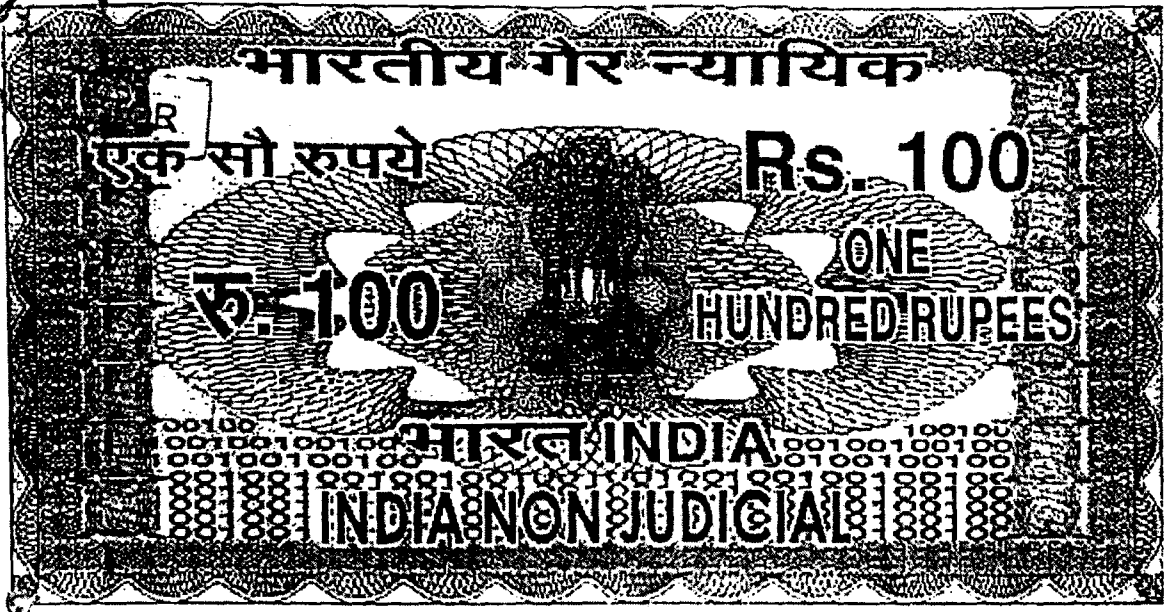


32
 Bhatt
 22/4/2012
 29

S.E. URRDA

CONTRACTOR

83



उत्तराखण्ड UTTARAKHAND

L 519438

7

- 8. The continuing partners have settled and paid to the retired partner in full and final settlement of the books of accounts and good will.
- 9. That the capital required by the partnership business as and when required shall be contributed by the partners as mutually agreed upon.
- 10. That the partnership business shall be governed by the provisions of Indian Partnership Act 1932 in all matters not herein specifically provided.

B
 22/4/2012
 22/4/2012
 22/4/2012



30

S.E.
 URRDA

CONTRACTOR

85



CONT

उत्तराखण्ड UTTARAKHAND

L 519437

::8::

- 11. That, the partnership shall be AT WILL.
- 12. That each partner of firm shall be entitled to represent firm before any person, authority, department or undertaking and to do, execute and perform any act(s), deed(s) and thing (s) whatsoever with them on behalf of the firm with his sole signature.
- 13. That the parties of this deed shall open Bank account in such Bank or Banks in the name of the firm as parties may mutually decide from time to time. Such account or accounts shall be operated with the joint signatures of any two partners.
- 14. That the accounting period of firm shall be from 1st April to 31st March of every calendar year.

B
 श्री
 राजेश
 कुमार
 शर्मा

२२५५०१२

31

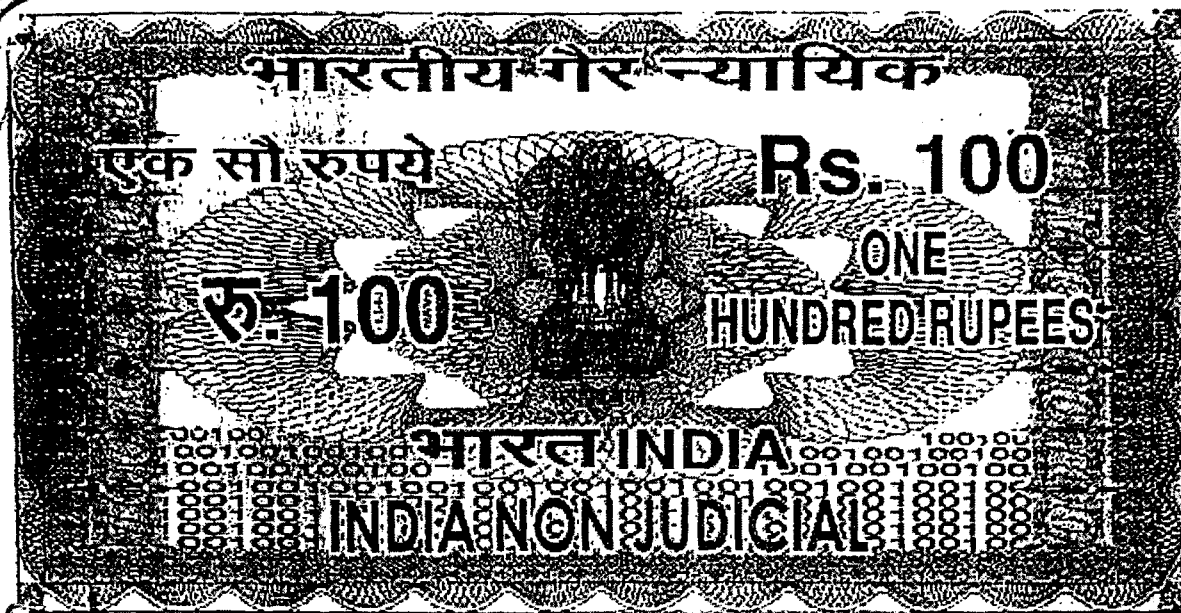


S.E.
URRDA

CONTRACTOR

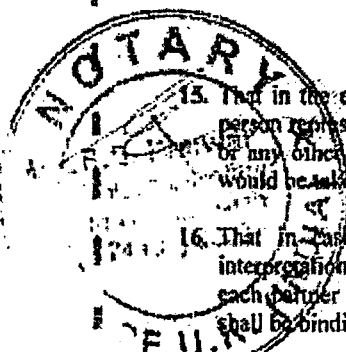
87

CONTRACTOR



उत्तराखण्ड UTTARAKHAND

N 099263



9

15. That in the event of demise of any partner(s) the firm shall not be dissolved and one person representing the deceased being the eldest male child or in the alternative, spouse or any other legal heir next in the line would step into the shoes of the deceased and would be taken as partner, to which the surviving partners would have no objection.

16. That in case of any dispute in respect of partnership business or in respect of interpretation of this deed the same shall be referred to four arbitrators each appointed by each partner of the firm and in case of their disagreement to an umpire whose decision shall be binding on all the partners.

This deed is therefore being executed on the day and date herein before mentioned in presence of following witnesses:-

Witnesses:-

- 1. (Subhash Chhatt) Party No. 1 34
Rishikesh Dehra
- 2. (Nishi) Party No. 2 35
(Nathi Ram Jothi) Party No. 3 36
Dheerendra Tejn Gahlot Party No. 4 37
(Outgoing partner)

(Signature)
Advocate & Notary, Rishikesh
Regd. No 24 (01) 2003
State of Uttarakhand

32

CONTRACTOR

S.E. URRDA

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BL
CONTRACTOR

कार्यालय-उप निबन्धक फर्मस सोसाइटीज एवं विट्स
लेन नं० 3, 3/23 शास्त्रीनगर, हरिद्वार रोड देहरादून

सेवा में,

श्री विशम्बर भट्ट/भागीदार
श्री विजय बिल्डर्स
159 प्रगति विहार ऋषिकेश, देहरादून ।

पत्रांक 1514 / फर्म नोटिस-2285डी/देहरादून दिनांक 2/8/2017

विषय-फर्म के भागीदारी में परिवर्तन हेतु फार्म नं० 7 के पंजीकरण के सम्बन्ध में

महोदय,

फर्म श्री विजय बिल्डर्स, 159, प्रगति विहार ऋषिकेश जिला देहरादून
पंजीकरण संख्या 2285डी के भागीदार श्री विशम्बर भट्ट द्वारा फार्म नं० 7
प्रस्तुत करते हुए यह सूचित किया गया है कि श्री राजा राम भट्ट फर्म से
अलग हो गये हैं, जिसे आज दिनांक 31-7-2017 को पंजीकृत कर लिया गया
है । अतः पत्र सूचनार्थ प्रेषित ।

BL
श्री विजय बिल्डर्स
उप निबन्धक

33

CONTRACTOR

91

S.E.
URRDA

BL

CONTRACTOR



उत्तराखण्ड UTTARAKHAND

07AA 907264

मैलन किजु निलडन देह्यडन
 मिलेज ए पी आ यु मारी पाला देह्यडन
 पमाण - विनकी पचावती नं. 2285-9
 की प्रमाणित प्रतिवधि
 का समय ।।



[Signature]
 प्रमुख निदेशक,
 सर्व शैक्षणिक एवं विज्ञान
 विभाग

34

[Signature]
 S.E.
 URRDA

BL

CONTRACTOR

93

32
CONTRACTOR

कार्यालय-उप निबंधक फर्म सोसाइटीज एवं चिट्ठा
लेन नं० 3, 3/23 शास्त्रीनगर, हरिद्वार रोड देहरादून

सेवा में

श्री विशम्बर भट्ट/भागीदार
श्री० विजय बिल्डर्स
159 प्रगति विहार ऋषिकेश, देहरादून ।

पत्रांक 1204/फर्म नोटिस-2285डी/देहरादून दिनांक 7-7-2017

विषय-फर्म के भागीदारी में परिवर्तन हेतु फार्म नं० 7 के पंजीकरण के सम्बन्ध में

महोदय,

फर्म श्री० विजय बिल्डर्स, 159 प्रगति विहार ऋषिकेश जिला देहरादून
पंजीकरण संख्या 2285डी के भागीदार श्री विशम्बर भट्ट द्वारा फार्म नं० 7
प्रस्तुत करते हुए यह सूचित किया गया है कि श्री दाता राम भट्ट मृत्यु हो
जाने के कारण फर्म से अलग हो गये हैं, और श्री विजय राम भट्ट फर्म में
शामिल हो गये हैं जिसे आज दिनांक 7-7-2017 को पंजीकृत कर लिया
गया है । अतः पत्र सूचनाार्थ प्रेषित ।

भयवीर्य

उप निबंधक

35

32
CONTRACTOR

95

S.E.
URRDA

CONTRACT



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK795609494645100
 Certificate Issued Date : 18-Aug-2018 06:51 PM
 Account Reference : NONACC (SVY) uk1206604/ DEHRADUN/ UK-DH
 Unique Doc. Reference : SUBIN-UKUK1206604604559834678240
 Purchased by : VIJAY BUILDERS
 Description of Document : Article Miscellaneous
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : VIJAY BUILDERS
 Second Party : NA
 Stamp Duty Paid By : VIJAY BUILDERS
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



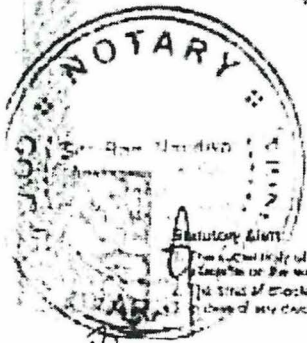
VIPUL KUMAR
 STAMP VENDOR
 Lic. No.-154
 at Dehradun, Uttarakhand

अधिकार पत्र

श्री विजय बिल्डर्स - 43 वर्ष पुत्र श्री स्वर्गीय जयकृष्ण भट्ट निवासी ढौण्डा, पोस्ट, चौरिया,
 रुद्रप्रयाग..... Please write or type below this line.....

श्री सुर्य प्रकाश भट्ट उम्र-32 वर्ष पुत्र स्वर्गीय श्री मायाराम भट्ट जयकृष्ण भट्ट निवासी
 ढौण्डा, पोस्ट, चौरिया, रुद्रप्रयाग, 2- श्री सतीश प्रसाद भट्ट आयु 38वर्ष पुत्र श्री स्वर्गीय जय
 कृष्ण भट्ट निवासी ढौण्डा, पोस्ट चौरिया, रुद्रप्रयाग, 3-विजयराम भट्ट आयु-46 वर्ष पुत्र
 स्वर्गीय श्री दाताराम भट्ट निवासी ढौण्डा, पोस्ट, चौरिया, रुद्रप्रयाग।

अधिकारदाता



ATTESSED

Sri Ram Narayan

Notary Seal

The Authenticity of the Stamp Certificate issued is certified by the Notary Public. Any discrepancy in the details on the Certificate in the
 description of the certificate numbers is marked as DISCREPANCY in the margin.
 In case of detecting the discrepancy in the details of the certificate, please report to the Notary Public immediately.
 In case of any discrepancy please report to the Notary Public immediately.

S.E.
URRDA

97

CONTRACTOR 7

CONTRACTOR

एवं

अपने हितेषी विश्वास पत्र-विशम्बर भट्ट, आयु 43 पुत्र स्वर्गीय जयकृष्ण भट्ट निवासी ग्राम
दौण्डा, पोस्ट चौरिया, रुद्रप्रयाग।

..मुख्तारग्रहिता

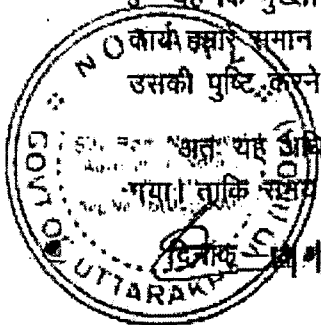
के पक्ष में यह अधिकार देते है कि

1- यह कि अधिकारदाता मै० विजय बिल्डर्स, होटल विजय पैलेस तिलवाड़ा, रुद्रप्रयाग फर्म
कार्यालय के संयुक्त रूप से मुख्तारखास श्री विशम्बर भट्ट के साथ साझेदार है।

2- यह कि अधिकारदाता मैसर्स विजय बिल्डर्स अपने हितेषी विश्वासपत्र श्री विशम्बर भट्ट को
इस अधिकार पत्र के जरिये अधिकृत/अधिकार देते हैं, क्योंकि हम अपने निजी कार्यों में व्यस्त
होने के कारण हमारी ओर से सेमलता से कफना-सतनी मोटर मार्ग स्टेज-1 सूटी-10-39 के
विभागीय निर्माण कार्य में निविदा अनुबंध से संबंधित समस्त प्रकार के भाग ले व निविदा क्रय
करें व उक्त निविदा से संबंधित समस्त कार्यों का निस्पादन करें व जहां-जहां भी हमारे
हस्ताक्षरों की आवश्यकता हो वहां-वहां पर अपने हस्ताक्षर से कार्य का निस्पादन करें।

3- यह कि मुख्तारग्रहिता द्वारा उपरोक्त अधिकारों के प्रयोग में किया गया प्रत्येक विधिक
कार्य हमारे समान किया हुआ माना व समझा जायेगा। हमे मान्य व स्वीकार होगा एवं हम
उसकी पूर्ति करने के लिए सदैव बाध्य रहेंगे।

अतः यह अधिकार पत्र खास आप अधिकार प्राप्तकर्ता विशम्बर भट्ट के हक में लिखा
गया। ताकि समय पर काम आवे सनद रहे।



दिनांक 19/11/2023

ह०

अधिकारप्राप्तकर्ता

श्री विशम्बर भट्ट

ATTESTED

Sua Rajan Naudiyal

ह० अधिकारदाता

1- श्री सूर्य प्रकाश भट्ट

2- श्री सतीश प्रसाद भट्ट

3- श्री विजय राम भट्ट

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CONTRACTOR

99

S.E.
URRDA

GSTIN No. 05AADFV2488E126



Vijay Builders

CONTRACTOR

10/0/2018

Works For Which Bids Already Submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs.Lacs)	Stipulated period of completion	Date when decision is Expected.	Remarks, if any.
1	2	3	4	5	6	7
Construction of Palkhi To Dwari Stage-II (Cold Mix) Motor Road with Five Year's Maintenance under P.M.G.S.Y. (Performance Based maintenance)	Tehri	EE PIU PMGSY ID-1 NEW TEHRI	586.80 Lac	9 month	-	-
Barethi to Kanwa (Stage-II) and Performance Based maintenance for five Years	Uttarkashi	EE PIU PMGSY UTTARKASHI	384.52	09 month	-	-

M/s Vijay Builders

Authorised Signatory

HEAD OFFICE : "Hotel Vijay Palace" Kedarnath Road, Twarra, Rudrapur, Uttarakhand (INDIA)

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Mobile : +91 94121 17446, 9690879309 Email : thevijaybuilders@gmail.com

 S.E.
URRDA

CONTRACTOR

CONTRACTOR

CONTRACTOR



पंचायत की पत्राचार योजना

कार्यालय
सावित्री जी अभियन्ता
पीएमसीयूआरडी कार्यालय,
कोटा जिला, राजस्थान

प्रमाण-पत्र (Ongoing Work)

दिनांक 14.8.2018

पत्रांक 563/विजेडी (जेडो-कीटा) प्रभुली ओ-आर

वर्णित प्रमाण पत्र का, कि (स) प्रिय विलेज, होटल विजय पैलेस, श्रीधरपुर, राजस्थान का दवा कार्य में प्रमाणपत्र प्राप्त करने का अंतिम स्टैज-प्रमाण का निम्नलिखित कार्य संपन्न करने से प्रगति में है।

Description of Work	Name address of Employer	Description of Work	Value of contract	Contract Bond No & Date	Date of issue work order	Stipulated date of Completion	Actual date of completion	ACTUAL VALUE of work done against the contract	Remarks explaining reason for delay (if any)
1	2	3	4	5	6	7	8	9	10
पीएमसीयूआरडी के अंतर्गत विजेडी (जेडो-कीटा) प्रभुली ओ-आर का निर्माण कार्य के लिए - स्टैज-1	सवित्री जी अभियन्ता पीएमसीयूआरडी कार्यालय, कोटा जिला, राजस्थान	Stage-1	685.19	15UT-11-10/JX/VC- URRDA/2017-18 Dt. 27.11.2017.	01.12.2017	31.05.2018	Work in Progress	200.80	अप्रत्याशित कारणों से कार्य में देरी हो रही है।

103

39

S.E.
URRDA

Executive Engineer
PMGSY RWD
Kotnagar (Distt. Jhunj)

173

CONTRACTOR

Agarwal Man Mohan & Associates CHARTERED ACCOUNTANTS

TO WHOM SO EVER IT MAY CONCERN

This is to certify that we have verified the books of Accounts & Records of M/s Vijay Builders, 159, Pragati Vihar, Rishikesh, Dehradun and Uttarakhand. On the basis of our verification of records produced before us in information and explanation given to us, we further certify that the Total Turnover and Construction Turnover of the company of the company for the last five year is as under :

Financial Year	Total Turnover (Including Construction Turnover) (Rs. In Lakhs)	Construction Turnover (Rs. In Lakhs)
2012-13	752.11	458.79
2013-14	1505.13	1205.62
2014-15	2008.88	2018.88
2015-16	2051.11	2051.11
2016-17	1288.62	1288.62
Average Turnover	1521.17	1402.60

Date: 31/8/2017
Place: Rishikesh

For Agarwal Man Mohan & Associates
Chartered Accountants
(Signature)
(Man Mohan Agarwal)
FCA Proprietor



M. No. 088315

C/o Bharat Electronic Dharam Kanta
Natraj Chowk, Haridwar Bye Pass Road, Rishikesh-249 201, Distt.-Dehradun (UK)
Phone: 9837028302 (M)

167

B2

CONTRACTOR

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S.E.
URRDA

B2

CONTRACTOR

PERMANENT ACCOUNT NUMBER
AADFV2488E

THE NAME
VIJAY BUILDERS

DATE OF INCORPORATION
23-03-2001

SEWATI JAGAN, IIT
COMMISSIONER OF INCOME TAX, MYSURU

M/s Vijay Builders
Partner

112.6

B2
CONTRACTOR

107

S.E.
URRDA

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

(Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4S (SUGAM), ITR-4, ITR-5, ITR-6, ITR-7 transmitted electronically with digital signature)

Assessment Year
2014-15

CONTRACTOR

PERSONAL INFORMATION AND THE DATE OF TRANSMISSION		PAN																
Vijay Builders		AMWVSH01																
Flat/Door/Block No	Name of Premises/Building/Village	Form No. which has been electronically transmitted	ITR-1															
199																		
Road/Street/Post Office	Area/Locality	State	Form															
	PRAGATI VIHAR																	
Town/City/District	State	Pin																
RISHIKESI	UTTARANCHAL	249501																
Designation of AOWard/Class (ITC WITHIN)		Original or Revised	ORIGINAL															
E-filing Acknowledgement No/No		Date of Acknowledgement	12-10-2014															
1 Gross total income		1	941810															
2 Deduction under Chapter VI-A		2	1															
3 Total Income		3	941810															
4 Current Year (less 10%)		4a	1															
5 No tax payable		4	241750															
6 Interest payable		5	100000															
7 Total tax and interest payable		6	241750															
8 Tax Paid		<table border="1"> <tr> <td>a Advance Tax</td> <td>7a</td> <td>0</td> </tr> <tr> <td>b TDS</td> <td>7b</td> <td>175000</td> </tr> <tr> <td>c TTK</td> <td>7c</td> <td>0</td> </tr> <tr> <td>d Self Assessment Tax</td> <td>7d</td> <td>175000</td> </tr> <tr> <td>e Total Taxes Paid (7a+7b+7c+7d)</td> <td>7e</td> <td>350000</td> </tr> </table>		a Advance Tax	7a	0	b TDS	7b	175000	c TTK	7c	0	d Self Assessment Tax	7d	175000	e Total Taxes Paid (7a+7b+7c+7d)	7e	350000
a Advance Tax	7a	0																
b TDS	7b	175000																
c TTK	7c	0																
d Self Assessment Tax	7d	175000																
e Total Taxes Paid (7a+7b+7c+7d)	7e	350000																
9 Tax Payable (7e-7c)		8	0															
10 Refund (7e-6)		9	108250															
This return has been digitally signed by HUSHAMBER BHATTI R. H. CHANDLER PARTNER																		
Group PAN: AMWVSH01, PAN ID Address: 249501, UTTARANCHAL, ON 12-10-2014 @ RISHIKESI, M/s Vijay Builders Partner																		
M/s Vijay Builders & Co. 149/50/DR/1-1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000																		

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

M/s Vijay Builders
Partner

S.E.
URRDA

CONTRACTOR

(109)

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

Assessment Year
2015-16

[Where the data of the Return of Income in Form ITR-1 (BAHAJ), ITR-2, ITR-2A, ITR-3, ITR-4S (BUGAM), ITR-4, ITR-5, ITR-6, ITR-7 transmitted electronically with digital signature]

CONTRACTOR

PERSONAL INFORMATION AND THE DATE OF ELECTRONIC TRANSMISSION	Name VIJAY BHILDERE		PAN AADYV2455E			
	Flat/Door/Block No 159	Name Of Premises/Building/Village		Form No. where has been electronically transmitted ITR-3		
	Road/Street/Post Office	Area/Locality PRAGATI VIHAR		State UP		
	Town/City/District RISHIKESH	State UTTARANCHAL	Pin 247201	Andhaar Number		
Designation of AO (Ward/Circle) ITO W/TKRSH			Original or Revised ORIGINAL			
E-filing Acknowledgement Number 86447482122015		Date (DD/MM/YYYY) 22-10-2015				
1	Gross total income			15020438		
2	Deductions under Chapter-VIA			0		
3	Total Income			15020440		
3a	Current Year loss if any			0		
4	Net tax payable			425647		
5	Interest payable			52109		
6	Total tax and interest payable			477756		
7	Taxes Paid	a	Advance Tax	7a		
		b	TDS	7b	3938635	
		c	TCS	7c		
		d	Self Assessment Tax	7d	557008	
		e	Total Taxes Paid (7a+7b+7c+7d)	7e		4495643
8	Tax Payable (6-7e)			0		
9	Refund (7e-6)			10580		
10	Exempt Income	Agriculture				
		Others				

This return has been digitally signed by RAJA RAM BHATT in the capacity of PARTNER
 having PAN AJYPBD75D from IP Address 112.118.150.22 on 22-10-2015 at RISHIKESH *Mrs Vijay Bhildera*
 1586 (W) 4th Floor - (C) Gate Solutions ICA 2014, Old 25-A-51-20, G-2 PC Infrastructure, STREET # Badliya, S/O Road, Alwar Road,
 Dist. Gurgaon, U.P. 122 0054, Old - Confining Action

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

CONTRACTOR

110

SE URRDA

CONTRACTOR

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

Assessment Year
2016-17

Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-2A, ITR-3, ITR-4S (SUGAM), ITR-4, ITR-5, ITR-6, ITR-7 transmitted electronically with digital signature]

PERSONAL INFORMATION AND THE DATE OF RECEIVING TRANSMISSION	Name VIJAY BUILDERS		PAN AADIV2262F		
	Post/Post Office No 189	Name Of Premises/Building/Village PRAGATI VILLAR		Form No. which has been electronically transmitted ITR-2	
	Post/Street Post Office KUSHIKESH	Area/Locality UTTARANCHAL		State UP	
	Town/City/District KUSHIKESH	State UTTARANCHAL	Pin 249201	Andhaar Number	
Designation of AOWard/Circle ITD W/ KUSHIKESH			Original or Revised ORIGINAL		
Filing Acknowledgement Number 16030009030516		Date of Filing 03-05-2016			
COMPLETION OF INCOME AND TAX RETURN	1. Gross total income			1	13054007
	2. Deductions under Chapter VI-A			2	0
	3. Total Income			3	13054007
	4. Current Year loss, if any			3a	0
	5. Net tax payable			4	4517731
	6. Taxon payable			5	44572
	7. Total tax and interest payable			6	4562303
	7. Taxes Paid				
	a. Advance Tax			7a	0
	b. TDS			7b	3782001
c. TIE			7c	0	
d. Self Assessment Tax			7d	867000	
e. Total Taxes Paid (7a+7b+7c+7d)			7e	4582001	
8. Tax Payable (6-7e)			8	0	
9. Refund (7e-6)			9	27500	
10. Exempt Income			10		

This return has been digitally signed by **RAJA RAM BHATT** in the capacity of **PARTNER**
 Using PAN **AJTBK95B** from IP Address **19.126.65** on **03-05-2016** at **KUSHIKESH** M/s Vijay Builders Partner
 Govt of India, 1301/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/1224/1225/1226/12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Government of India
And
Government of Uttarakhand
Form GSTR REG-25

Certificate of Provisional Registration

1.	GSTIN	UJAADFV2468E1Z6
2.	PAN	AADFY2468E
3.	Legal Name	VIJAY BUILDERS
4.	Trade Name	M/S VIJAY BUILDERS
5.	Registration Details under Existing Law	
	Act	Registration Number
(a)	TIN under Value Added Tax	0500364941
Date	28/06/2017	

This certificate of Provisional Registration issued under the provisions of the Act

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Uttarakhand
GSTR REG-25

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EMPLOYEE PROTECT FUND ORGANISATION
A statutory body under the Ministry of Labour and Employment, Government of India.
www.upsf.org.in



PROVIDENT FUND CODE NUMBER INTIMATION LETTER

Validity of the code is 2 years from the date of issue. Based on records, inspection and verification of all documents, certificate of intimation will be made available on the URRDA portal.

No. UPSCFDG-INTIMON

Date: 02.05.2016

To
M. BHAMANI BHATT
PARTNER
VIJAY BUILDERS
F-5, PRAGATI VIHAR
RISHIKESH
UTTARAKHAND 249061

2/A, Mahal of Ganga, Number 10, Ganga, Muzaffarpur, Bihar, India. (Muzaffarpur, Bihar, India)

Sir,
Based on the information furnished online by you, your establishment is registered with Employees' Provident Fund Organisation with the following code number:

Code Number: UPD01150656

The code number is attached found on the following documents by you:

1. Name of Establishment: VIJAY BUN (PMS)
2. PAN of establishment: AADPVT4001T
3. Date on which establishment started: 11.10.2015
4. Bank name which account: BOB (PMS)
5. Primary Activity: BUILDING AND CONSTRUCTION ACTIVITIES
6. Ownership Type: PARTNERSHIP FIRM
7. The address/print of the establishment is 1. copy of bank passbook statement
2. Any license/certificate/number issued by any Govt. authority

8. The proof of date of set up 11-10-2015 is Others.

9. As at the time of application your establishment is having the following tax and registration:

S. No.	TYPE	NUMBER	DATE	ISSUED BY	ISSUED AT
1	Sales Tax Act	MSD/2015/11	11.10.2015	ASSISTANT COMMISSIONER COMMERCIAL TAX	RISHIKESH

10. As at the date of application your establishment is not registered with ESI.

The office under which you have to identify is:

REGIONAL OFFICE
DEHRADUN
Bharishkyanilal Bhawan, Vyaparbhawan, Kanwar, GMS Road, 248001
rs.dharsund@upscfdg.gov.in

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Please note that the intimation letter is generated with the (Current Details in Form SA and the separate copy will be sent with the Form SA in separate mail.

Important information:

1. By virtue of the sections 1(1)(a) and 1(2)(b) of the Act it applies to an establishment on its own motion and you as an employer will

Application Number: UPSCFDG/16/12
Cash Number: UPSCFDG/16/12/1

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UPSCFDG

Page 2 of 2

S.E.
URRDA

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Contractors must be the subject of the registration process. The contract number for the contract to be registered must be entered in the registration process. The contract number must be entered in the registration process. The contract number must be entered in the registration process.

A starting point for the registration process is the registration process. The registration process is the registration process. The registration process is the registration process.

The registration process is the registration process. The registration process is the registration process. The registration process is the registration process.

In case this letter is produced as a proof of the case number of the establishment, before any document including the number from EPFO, the Form 56 generated through the portal at the time of registration should be a part of this letter. The sensitive details of the establishment will be available on the EPFO website through the "Establishment Search" feature from March 2017 onwards. All payments with the names of employees are available on the portal in case of establishments made after opening the EPFO.

This is to be read in conjunction with the other documents mentioned above.

This is to be read in conjunction with the other documents mentioned above.

MIC VASU BUCHH
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End Form 56 dated 05-05-2016

B2

Contractor Name: [illegible]
Contract No: [illegible]

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URRDA

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B/L
CONTRACTOR



भारतीय स्टेट बैंक
State Bank of India

STATE BANK OF INDIA
SUMADI BHARDHAR (07131)
DISTT. - RUDRAPRAYAG
UTTRAKHAND - 246475

Phone : 01364-235228

Fax : 01364
235228

MOB -
9456594473

E-Mail :
sbi.07131@sbi.co.in

Date: 10.08.2018

Authority to seek reference

To,

Executive Engineer,
PIU, PMGSY,
Jakholl

I hereby authorize Executive Engineer PIU PMGSY, Jakholl, or his authorized representative to seek reference or any type of information required by them regarding Current A/C no 11798832042 of M/s Vijay Builders, Hotel Vijay Palace, Titwara being maintained in our branch.

This certificate is being issued as per the request of our client mentioned above

Sumari Bhardar
BRANCH MANAGER
STATE BANK OF INDIA
SUMARI BHARDAR
RUDRAPRAYAG

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S.E.
URRDA

B/L
CONTRACTOR

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B/L

CONTRACTOR


 भारतीय स्टेट बैंक
 State Bank of India

 STATE BANK OF INDIA
 SUMADI BHARDHAR (07131)
 DISTT. - RUDRAPRAYAG
 UTTARAKHAND - 246475

Phone : 01364-235228

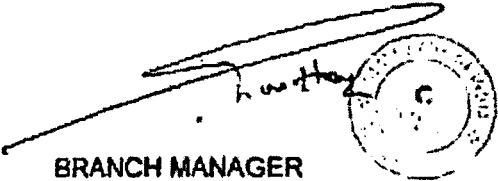
Fax : 01364
235228MOB -
9456594473E-Mail :
sbi.07131@sbi.co.in

Date: 10.08.2018

TO WHOMSOEVER IT MAY CONCERN (BANK CERTIFICATE)

This is to certify that M/S Vijay Builders, Hotel Vijay Palace, Tilwara, Rudraprayag is a reputed firm with a good financial standing.

If the contract for the work, namely "Samalta to Kafna - Satni MR Stage I Package No - UT-10-39 is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of 10 % i.e. 85.0 Lacs (Eighty five lacs) only to meet their working capital requirement for executing the above contract



BRANCH MANAGER
 STATE BANK OF INDIA
 SUMARI BHARDAR
 RUDRAPRAYAG

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S.E.
 URRDA

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 CONTRACTOR

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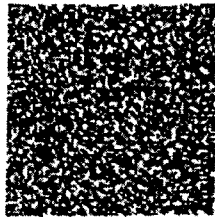


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**INDIA NON JUDICIAL
Government of Uttarakhand**

e-Stamp

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Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VIJAY BUILDERS
Second Party	: NA
Stamp Duty Paid By	: VIJAY BUILDERS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

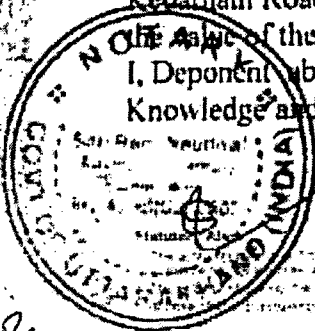


VIPUL
NOTARY
Lic. No. 1074
11, Panchsheel, Dehradun

.....Please write or type below this line.....

UNDERTAKING

Work Description: UT-10-39 Semalta to Kafna-Satni MR Stage-I
 I, the undersigned do hereby undertake that our Firm M/s Vijay Builders Hotel Vijay Place
 Kedarnath Road Tiwara Rudraprayag U.K Would invest a minimum cash up to 25 % of
 the cost of the work during implementation of the contract.
 I, Deponent above named do hereby that the contents of this affidavit are true my personal
 Knowledge and belief.



ATTEST

Sita Ram
 Address:
 Phone No:
 Date: 13/08/2018

M/s Vijay Builders

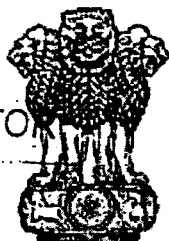
Authorized Signatory

[Signature]
**S.E.
 URRDA**

B2
CONTRACTOR

137

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CONTRACTOR

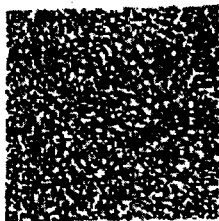


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttarakhand

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 First Party : VIJAY BUILDERS
 Second Party : NA
 Stamp Duty Paid By : VIJAY BUILDERS
 Stamp Duty Amount(Rs.) : 10
 (Ten only)



VIRVE TANDON
 STAMP VENDOR
 Lic. No.-161
 at Chandernagore, Dehradun

Please write or type below this line.....

AFFIDAVIT

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

Work Description: UT-10-39 Semalta to Kafna-Satni MR Stage-I

S	Details of Equipment	Quantity	Condition	Owned/Leased Equipment
1	Hydraulic Excavator	1	Good	Owned
2	Air Concrete Mixer	1	ATTEBETI Good	Owned
3	Concrete Mixer	1	Good	Owned

M/s Vijay Builders

Authorised Signatory

S.E.
 URRDA

129

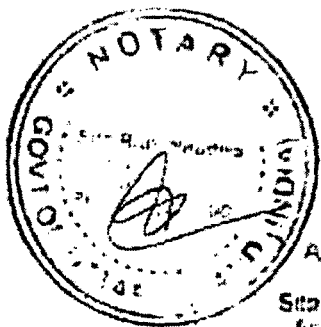
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4	Concrete Vibrator	1	Good	Owned
5	- Paver Finisher	1	Good	Owned
	Tandem Roller/Vibro roller	1	Good	Owned
7	Tipper	2	Good	Owned
8	Water Tanker	3	Good	Owned
9	Tractor	3	Good	Owned
10	Road Roller	2	Good	Owned
11	Air compressor	2	Good	Owned
12	Min Hot Mix Plant/Mixol	1	Good	Owned
13	batteries	1	Good	Owned

Vijay Builders
M/s Vijay Builders

Authorized Signatory



ATTESTED
Sd/-
M/s

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CONTRACTOR

131

S.E.
URRDA

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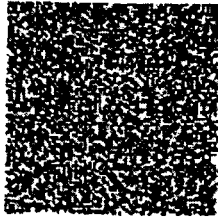


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Government of Uttarakhand

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 Stamp Duty Amount(Rs.) : 10
 (Ten only)

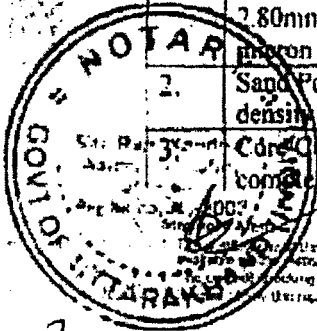


AFFIDAVIT

Above project is allotted following Field Testing Laboratory Equipments will be used for work.

Work Description: UT-10-39 Semahta to Kafna-Satni MR Stage-I

S.No	Name Of Equipment
1.	1-Sieves- 125mm, 90mm, 63mm, 53mm, 45mm, 26.50mm, 22.40mm, 13.20mm, 11.20mm, 5.60mm, 2.80mm, 2.36mm, 180 micron, 90 micron and 75 micron
2.	Sand Firing Cylinder with tray Complete for field density Test.
3.	Core Cutter (10 cm Dia), 10 cm height complete with dolly and hammer



M/s Vijay Builders

Authorized Signatory

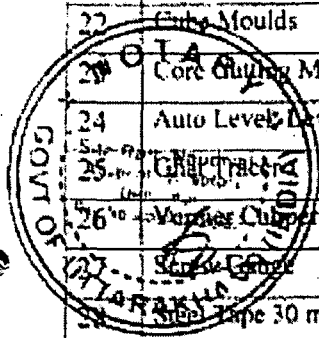
S.E.
URRDA

CONTRACTOR

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CONTRACTOR

4.	Speedy moisture meter complete with chemicals
5.	Straight Edges
6.	Liquid Limit and Plastic Limit testing apparatus
7.	Gas Burner, sand bath
8.	Camber/Superelevation Board
9.	Electronic/digital balance 1 kg with the least count of kg
10.	Electronic/digital balance 15 kg
11.	Pan Balance with weight box 5 kg
12.	Oven(2000c), thermostatically controlled
13.	Enameled tray
14.	Measuring tape, spatula, spirit levels, glassware, porcelain dish, Pestle mortar
15.	Aggregate Impact Test Apparatus
16.	Flakiness Gauge
17.	Up pal's Syringe for Plasticity Index
18.	Digital thermometers
19.	Water Tub (ambient to 100oc)
20.	Bitumen extraction apparatus
21.	Slump Cone
22.	Cube Moulds
23.	Core Cutting Machine
24.	Auto Level/Level Machine
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ATTESTED
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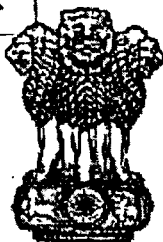
Vijay Builders
 M/s Vijay Builders
 B2
 Authorised Signatory

B2
CONTRACTOR

135

S.E.
 URRDA

CONTRACTOR

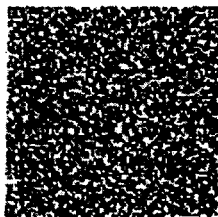


सत्यमेव जयते

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Government of Uttarakhand**

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 Second Party : NA
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 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



VIP
 STAMP
 Lic. No. 164
 Dehradun

1.9 Information on current litigation in which the Bidder is involved

Work Description: UT-10-39 Semalta to Karna-Satni MR Stage-I

Pending Litigation			
Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved (Rs. In Lakh)
NIL	NIL	NIL	NIL

I, Deponent above named do hereby that the contents of this affidavit are true my personal Knowledge and belief.

ATTESTED

Sanjay Kumar

M/s Vijay Builders

Authorized Signatory

S.E.
 URRDA

CONTRACTOR

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CONTRACTOR



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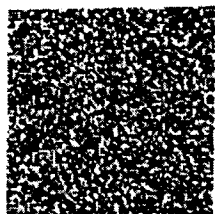
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 (Ten only)



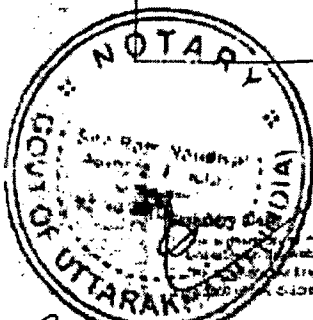
VIPUL TANDON
STAMP VENDOR
Lic. No.-161
1st Compound, Dehradun



Please write or Affidavit

Work Description: UT-10-39 Semalta to Kafna-Saini MR Stage-I
1.6 Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

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



M/s Vijay Builders
Vijay Builders

ATTESTED

154

Authorised Signatory

S.E.
URRDA

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CONTRACTOR

139

CONTRACTOR

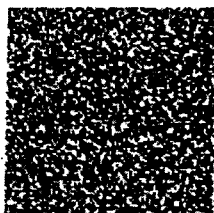


सत्यमेव जयते

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Second Party	: NA
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Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

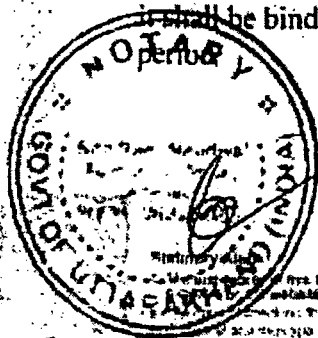


VIPUL TANDON
STAMP VENDOR
Lic. No. - 164
at Dehradun, Uttarakhand

.....Please write or type below this line.....

UNDERTAKING

I the undersigned to hereby undertake that, I Agreed valid for a period for 90 days for UT-10-39 Semalta to Kafna-Satni MR Stage-I, In the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that



ATTESTED

Sita Ram Nayak
Advocate & N.S.

M/s Vijay Builders
Vijay Builders

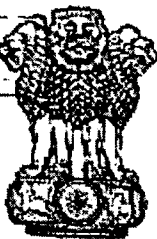
Authorised Signatory

S.E.
URRDA

CONTRACTOR

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CONTRACTOR



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Government of Uttarakhand**

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Second Party	: NA
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Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



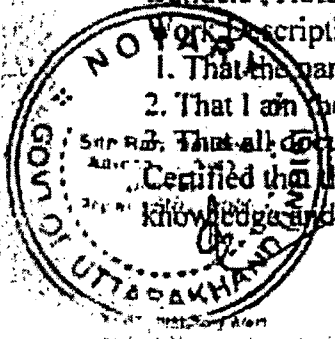
VIJAY BUILDERS
STAMP VENDOR
Lic. No. - 154
111 Compound, Dehradun

Please write or type below this line

Declaration

I Bishamber Bhatt S/O Late Shri Jai Krishna Bhatt Partner of Firm M/s Vijay Builders, Hotel Vijay Place Kedarnath Road Tiwara Rudraprayag U.K
Work Description: UT-10-39 Semalta to Kafna-Satni MR Stage-I

1. That the name and address as above is true and correct.
 2. That I am the Partner of firm M/s Vijay Builders.
- That all documents are being submitted by the firm are true and correct.
Certified that the contents of this Declaration Certificate are true to the best of my knowledge and belief.



ATTESTED

Smt Rani Meenuka
160

M/s Vijay Builders
Vijay Builders
Authorized Signatory

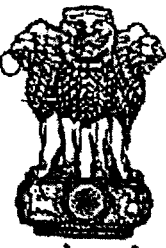
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CONTRACTOR

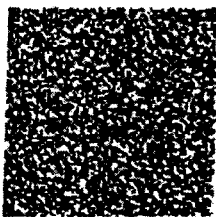


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 First Party : VIJAY BUILDERS
 Second Party : NA
 Stamp Duty Paid By : VIJAY BUILDERS
 Stamp Duty Amount(Rs.) : 10
 (Ten only)



VIPSE TANUON
STAMP VENDOR
No. 164

FORMAT FOR THE AFFIDAVIT

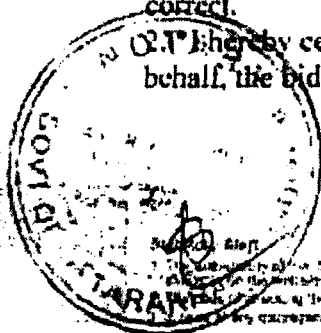
I-Bishamber Bhatt S/O Late Shri Jai Krishna Bhatt Partner of Firm M/s Vijay Builders,
Hotel Vijay Place Kedamath Road Tiwara Rudraprayag U.K

I. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number URRDA_1045_18072018 issued by Chief Engineer, URRDA for Work : UT-10-39 Semalta to Kafna-Satni MR Stage-I are true and correct.

I hereby certify that I have been authorized by M/s Vijay Builders to sign on their behalf, the bid mentioned in paragraph I above.

Vijay Builders
M/s Vijay Builders

B2
Authorized Signatory



ATTEST
16/8/18

S.E.
URRDA

145

B2
CONTRACTOR

PL

CONTRACTOR

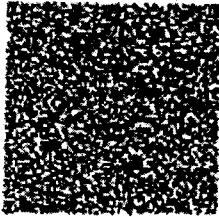
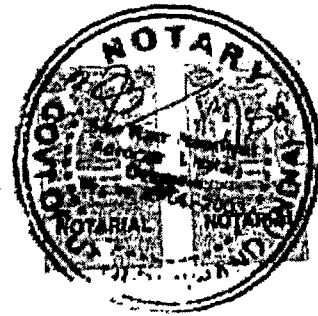


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VIPUL TANDON
STAMP VENDOR
Lic. No.-164
at Dehradun, Uttarakhand

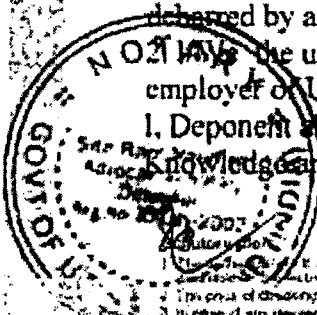
Please write or type below this line

AFFIDAVIT

1. I / We ,the undersigned, do hereby declare that I have not been ever blacklisted or declared by any government department .

2. I / We the undersigned do hereby declare that I/We have No Near Relation with any employer of URRDA, PWD PMGSY,IRD UK.

3. Deponent above named do hereby that the contents of this affidavit are true my personal knowledge and belief.



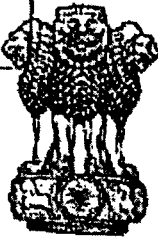
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M/s Vijay Builders
Authorized Signatory
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147

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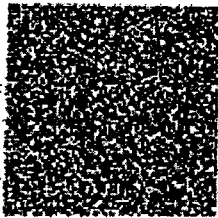


सत्यमेव जयते

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Government of Uttarakhand

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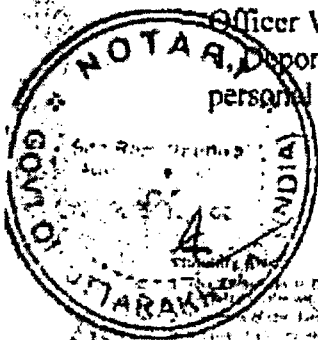
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AFFIDAVIT

I Bishamber Bhatt S/O Late Shri Jai Krishna Bhatt Partner of Firm Vijay Builders,
Hotel Vijay Place Kedarnath Road Tiwara Rudraprayag U.K

1. That No Gazetted officer Of any Government Officer/Sate Programmer Concerned
Officer Who were Retired During last 2 year are not employed with us .

Deponent above named do hereby that the contents of this affidavit are true my
personal Knowledge and belief.



Handwritten signature and stamp

Vijay Builders
M/s Vijay Builders

Authorized Signatory

S.E.
URRDA

CONTRACTOR

149

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CONTRACTOR



सत्यमेव जयते

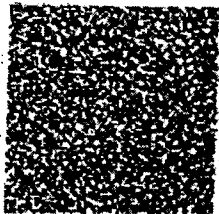
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Government of Uttarakhand

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First Party	: VIJAY BUILDERS
Second Party	: NA
Stamp Duty Paid By	: VIJAY BUILDERS
Stamp Duty Amount(Rs.)	: 10 (Ten only)



VIKRAM TANDON
STAMP VENDOR
Lic. No.-164
at Compaund, Dehradun

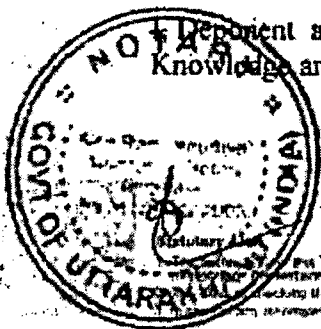


Please write or type below this line.....

UNDERTAKING

I / We , the under signed, do hereby declare that I /We have no dues /Recovery Pending of GST, IT,CST,GST ,state Trade Tax or any other Government Department Taxes With any previous Employer.

Deponent above named do hereby that the contents of this affidavit are true my personal Knowledge and belief.



ATTESTED

S14647 Notary

M/s Vijay Builders

Authorized Signatory

S.E.
URRDA

CONTRACTOR

(15)

CONTRACTOR

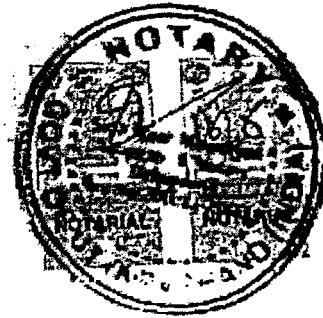


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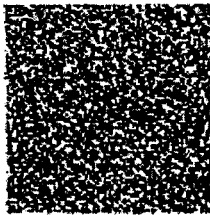
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Government of Uttarakhand

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 Unique Doc. Reference : SUBIN-UKUK120660459063897588625Q
 Purchased by : VIJAY BUILDERS
 Description of Document : Article 4 Affidavit
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : VIJAY BUILDERS
 Second Party : NA
 Stamp Duty Paid By : VIJAY BUILDERS
 Stamp Duty Amount(Rs.) : 10
 (Ten only)



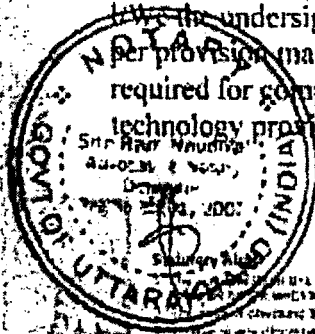
VIPUL TANDON
STAMP VENDOR
Lic. No.-161
VI Compaign, Dehradun



-----Please write or type below this line-----

AFFIDAVIT

I/We the undersigned do hereby declare that I/We will use new technology material as per provision made in BOQ and also provide the machines and other arrangements required for completion of work and also follow the directions given by the technology provider and will sign the tripartite agreement.



M/s Vijay Builders

Authorized Signatory

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GSTIN No. 05AADFV2488E1Z6

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10/0/10

BAR CHART

Work Description : UT-10-39 Semeta to Kalna-Satni MR Stage-I

Months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
Hill Side Cutting,seffiting																			
R/W,B/W, (Dry,1:5),HPStone Filling																			
Bridge																			
Scupper																			
Wire Creats																			
Pucca Drain,prapet																			
Road Furnishing & Other works																			

M/s Vijay Builders
BV
 Authorised Signatory

HEAD OFFICE : "Hotel Vijay Palace" Kedarnath Road, Twarra, Rudraprayag, Uttarakhand (INDIA)
 155

Mobile : +91 84121 17446, 9690079309 Email : thevijaybuilders@gmail.com

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GSTIN No. 05AADFV2488E1Z6

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18/01/18


Work Description :UT-10-39 Semalta to Kafna-Satni MR Stage-I

Methodology

If the tender awarded to me , My Planning for work will be as per following

- 1.The work will be executed by machine and manually under supervision of highly Qualified technical staff and Engineer .
- 2.For the early completion of the work J.C.B machine , Excavator machine Concrete mixers water tanker, Air compressor , Tipper, Road Roller etc will be run regularly.
- 3.Truck and Tipper will be available as and when required to complete the work in time as shown in attached Bar chart.
- 4.I will Program a parallel work system in 3 Parts, in first parts the Hill side cutting will be done . in second parts to start construction of R/w, B/w, scupper, causeways ,wire creates and. in third parts we will start the Kuccha drain ,pucca drain & Road Furnish work and dressing of all over roads.
- 5.For Construction of road work 100-120 laborer will work regularly to complete work well in time
- 6.For the quality compliances the site quality management plan will be followed as per PMGSY Guideline ,

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HEAD OFFICE : "Hotel Vijay Palace" Kadamath Road, Tiwara, Rudraprayag, Uttarakhand (INDIA)
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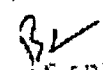
Work Description :UT-10-39 Semalta to Kafna-Satni MR Stage-I

Method Of Statement

1. Basically this will include two main aspects:
 - a) Obligation on the part of the department which come first and involve providing clear construction sites removal of all preconstruction obstruction and hindrance which may be due to trees transformers, electrical or any other over head/ underground transmission lines.
 - b) Also providing clear approach road/path form rail/road head up to site of work for safe carriage men, material ,plant & maclinery etc.
2. constructors part this will start from the day clear construction sites as mentioned above are made available to the contractor.
 - a) this will begin with marking of structure layout on ground as per site plan and its approval(1 week).
 - b) constructors technical ,supervisory, staff part of construction labor, tool & plants arrive at site 2(week)
 - c) Appropriate working space strong space water electricity and accommodation for staff made (2 week)
 - d) Actual construction activities starts with excavation procurement of materials. Erection of shutting and concerting work and will continue for about 60 weeks.
- 3.THE OVERALL WORKS SHALL BE CARRIED OUT IN THE SUPERVISION THE FOLLOWING:

1. Project Manager (Civil Engineer)
2. Site Engineer
3. W/ Supervisors
4. Lab Technician
5. Supervisor
6. Day to day work Supervisor

M/s Vijay Builders


 Authorised Signatory

HEAD OFFICE : "Hotel Vijay Palace" Kadamath Road, Thara, Rudraprayag, Uttarakhand (INDIA)

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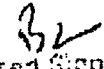
Work Description : UT-10-39 Semalta to Kafna-Satni MR Stage-I

Mobilization Schedule

S.No	Completion of Stage	Time period
1.	Contractors technical supervisory staff part of construction labor tool & plants arrive at site	2 weeks
2.	Appropriate working space storage space water electricity and accommodation for staff made	2 weeks
3.	Construction materials like cement steel aggregates shuttering etc.	2 weeks

Note: The above is a schedule of initial Mobilization time however as the work proceeds Mobilization shall be undertaken and actual requirement of site shall be mobilized during the entire execution period.

M/s Vijay Builders


 Authorized Signatory

 HEAD OFFICE: "Hotel Vijay Palace" Kedarnath Road, Tiwara, Rudrapur, Uttarakhand (INDIA)
 158

Mobile : +91 94121 17446, 9690079309 Email : thevijaybuilders@gmail.com

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GSTIN No. 05AADFV2488E126

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Vijay Builders

18/08/2018

Form of Bid for Part II of the Bid Technical - Financial Part II of Bid
The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid. To [Name of Employer] Chief Engineer, URRDA
First Floor in Directorate Panchayati raj , Opposite IT Park,
Sahastradhara Road Dehradun,

Tel.no: 0135-2608125

Identification Number of Works . URRDA_1045_18072018

Description of Works UT-10-39 Semalta to Kafna-Satni MR Stage-I

Dear :sir,

1. With full understanding that Part II of our bid will be opened only if I/ we qualify on the basis of evaluation in Part I of the Bid, we offer to execute the works described above, remedy any defects therein, and carry out the Performance Based maintenance in conformity with the Conditions of Contract, Specifications, Drawings and Bills of Quantities accompanying in Part II of the Bid.
2. This Bid and your written acceptance of it shall constitute a binding contract between us. I/ we understand that you are not bound to accept the lowest or any bid you receive.
3. I/ we undertake to commence the works on receiving the Notice to Proceed with the Work in accordance with the Contract Conditions.
4. As mentioned in Part-I of my/our bid, I/we undertake to carry out the works of Performance Based Maintenance for five years (Two years if Stage-I) after the Completion Date as per the rates offered by the Employer in the bid document.

Authorized Signatory..

Name and Title of Signatory: Mr. Bishamber Bhatt

Name of Bidder : M/s Vijay Builders

Authorized Address of Communication : Hotel Vijay Place Kedamath Road Tiwara Rudraprayag U.K

Telephone Nos (Office): Nill

M/s Vijay Builders

Mobile No. 9412117446

Facsimile (Fax) No: Nill

Authorized Signatory

Electronic Mail Identification (Email ID) : thevijaybuilders@gmail.com

HEAD OFFICE : "Hotel Vijay Palace" Kedamath Road, Tiwara, Rudraprayag, Uttarakhand (INDIA)

Mobile : +91 94121 17446, 9690079309 Email : thevijaybuilders@gmail.com

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ST. NO.	ITEM DESCRIPTION	QUANTITY	UNITS	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #	
1	Early work in hill road (fill side cutting) - Excavation in lay area for construction of road (excavated material to be disposed of in approved disposal area) at the rate of 1000 cu m per 1000 sq m of road. The work shall include the following: clearing of site, removal of surface vegetation, etc. The work shall be done in accordance with the MCRD specification.																			
2	Excavation for structure - Earth work in excavation foundation for cross drainage structure, retaining walls, bridge abutments in types of mass concrete and disposal of the same on the valley side.																			
3	Changes of land levels in cut and overlay rock by a bulldozer D 80 A-1, 180 HP and disposal of the same on the valley side.																			
4	Excavation for structure - Earth work in excavation foundation for cross drainage structure, retaining walls, bridge abutments in types of mass concrete and disposal of the same on the valley side. By engineer in charge including supply of all material labour, etc. required for proper completion of work in accordance with the MCRD specification.																			

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Item Rate Bidding
 Name of Work: Construction and Maintenance of Sewer to Kithi-Sahil Motor Road (Stage I) with 2 Years Maintenance Under PMSY.
 Package No: UT-16-02(NV) Length-12.800 Km.
 Name of the Bidder/Company:
 Tendering Authority: Chief Engineer, URRDA, First Floor in Directorate, Kithi-Sahil Motor Road PMSY.

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5	Random Rubble stone masonry for structures laid in 1:3 cement & sand. Use by locally available approved stone and sand from approved quarry including supply of all materials, labour, T&P etc. required for proper completion of work as per drawing & as per MORD specification for cross drainage structures, retaining walls, breast walls & other similar structures etc. as directed by Engineer-in-Charge	3739 080	CUM	3415.80	3162.00	11822907.72	1418748.93	13241656.85	NR One Lakh Thirty Two Lakh Forty One Thousand Five Hundred & Fifty Six and Paise Sixty Five Only
6	Random Rubble stone masonry for structure laid dry by locally available approved stone, including supply of all materials, labour, T&P etc. required for proper completion of work as per drawing & as per MORD specification for retaining walls, breast walls & other similar structures as directed by Engineer-in-Charge	4301 220	CUM	1772.60	1640.89	7057828.89	846939.47	7804768.36	NR Seventy Nine Lakh Four Thousand Seven Hundred & Sixty Eight and Paise Thirty Six Only
7	Providing & laying filler media as Hand packed stone filling in the back of retaining walls, abutments, wing walls etc. by locally available approved stone including supply of all materials, labour, T&P etc. required for proper completion of the work as directed by Engineer in charge.	4346 280	CUM	690.20	636.91	2776881.73	333225.81	3118107.55	NR Thirty One Lakh Ten Thousand One Hundred & Seven and Paise Fifty Six Only
8	Providing Edge stone on valley side of formation as per drawing including supply of all materials, labour, T&P etc. required for proper completion of the work as per MORD Specification and as directed Engineer-in-charge	8000 000	Nos	61.30	56.74	340440.00	40652.80	341292.80	NR Three Lakh Eighty One Thousand Two Hundred & Ninety Two and Paise Eighty Only
9	Providing and laying of boulder apron laid in wire crates with 4 mm dia G.I. Wire conforming to IS. 280 & IS 4826 in 100mm x 100mm mesh (woven diagonally) including 10% extra for laps and joints laid with stone boulders weighing not less than 25 Kg each as per drawing and technical specification of MORD and as directed by Engineer in charge.	427 500	CUM	1786.90	2100.00	697750.00	107730.00	1895460.00	NR Ten Lakh Five Thousand Four Hundred & Eighty Only
10	Cement plain masonry with 40% plain & 60% 1:3:7 cement concrete including supply of all materials, labour, T&P etc. required for proper completion of the work (As per MORD specifications)	337 500	CUM	3588.00	4500.00	1514750.00	182250.00	1707000.00	NR Seventeen Lakh One Thousand Only
11	Construction of H&S side Kuccha drain in accordance with the requirement of specification true to line and grades. Dimensions and other particulars as per drawing including all material labour T&P, etc. required for proper completion of the work as directed by Engineer in charge.	12000 000	RMT	57.80	83.50	642000.00	77040.00	719040.00	NR Seven Lakh Nineteen Thousand & Forty Only
12	Providing P.C.C. grade M 20 (Nominal mix 1:2:4) concrete for plain reinforced concrete in open foundations complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203	13 500	CUM	6505.00	6021.67	81292.55	9755.11	91047.66	NR Ninety One Thousand & Forty Seven and Paise Sixty Six Only
13	15 mm thick plastering with cement mortar 1:4 including supply of all material labour T&P & royalty etc. required for proper completion of work as directed by Engineer in charge and MORD Specifications Clauses no 613-4	1764 000	SQM	168.00	172.18	303725.52	36447.06	340172.58	NR Three Lakh Four Thousand One Hundred & Seventy Two and Paise Fifty Eight Only
14	White washing of parapet walls of CD work and free trunks White washing two coats on parapet walls and free trunks including preparation of surface by cleaning scraping etc. as per technical specifications Clause 1915	1784 000	SQM	16.40	17.63	30040.92	3604.91	33845.83	NR Thirty Three Thousand Six Hundred & Forty Five and Paise Sixty Three Only
15	Supplying (bars) and placing 1150 bar reinforcement in foundation complete as per drawing and technical Specifications Clauses 1000 and 1202 (The reinforcement steel shall be procured from original (primary) steel producers as per clause no 2011.3.1 of MORD specifications (F&M Revision/2014)	35 500	QTL	5060.09	4684.12	185303.79	22236.45	207540.24	NR Two Lakh Seven Thousand Five Hundred & Forty and Paise Twenty Four Only
16	Providing & Laying M10 grade plain cement concrete in open foundation as per MORD specification including all material labour T&P etc. as directed by Engineer in charge	239 540	CUM	5700.60	5277.04	1264589.87	151750.78	1416340.65	NR Fourteen Lakh Sixteen Thousand Three Hundred & Forty and Paise Sixty Five Only
17	Providing & Laying R.C.C. M25 grade plain cement concrete in open foundation, as per MORD specification including all material labour T&P etc. as directed by Engineer in charge (for Carrieway)	100 800	CUM	7838.00	7256.56	731461.25	67775.33	619236.60	NR Eight Lakh Nineteen Thousand Two Hundred & Thirty Six and Paise Sixty Only
18	Providing and fixing of 5th Kilometer stone as per standard drawing made of precast R.C.C. M15 grade fixed with P.C.C. M10 grade, including excavation of PL, packing and priming letters on kilometer stone with two coat of synthetic enamel paint of approved quality as directed by Engineer in charge	2 000	nos	4070.30	3767.87	7535.74	904.28	8440.83	NR Eight Thousand Four Hundred & Forty and Paise Three Only
19	Same as above but KM stone	11 000	nos	7424.50	2844.35	24687.85	2963.54	27650.39	NR Twenty Seven Thousand Six Hundred & Fifty and Paise Thirty Nine Only

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20	Providing and fixing of Kilometer stone as per standard drawing made in special R.C.C. M15 grade fixed with P.C.C. M10 grade, including excavation of pit, painting and painting letters on kilometer stone with two coats of synthetic enamel paint of approved quality as detected by Engineer-in-charge	96 000	Nos	636.60	609.50	64572.90	6744.74	63361.54	INR Sixty Three Thousand Three Hundred & Sixty One and Pass Five Only
21	Providing fixing of Title Information Board with PMGSY Logo at suitable place in the starting of the road as per attached standard drawing duly painted and written as per the MORD specification and direction given by Engineer in charge	1 000	Nos	12270.60	11358.89	11358.89	1363.07	12721.96	INR Twenty thousand Seven Hundred & Twenty One and Pass Ninety Six Only
22	Providing & fixing of Semi reflective Traffic Sign Boards (cautionary, mandatory & informative) as per attached drawing duly painted and written as per the MORD specification and as detected by Engineer-in-charge	120 000	Nos	1991.20	1843.25	221190.00	26542.80	247732.80	INR Two Lakh Forty Seven Thousand Seven Hundred & Thirty Two and Pass Eighty Only
23	Providing & fixing of PMGSY Logo Board at starting point, end point and at every 2 Km distance of road length as per attached standard drawing duly painted and written as per MORD specification and direction by Engineer in charge	7 000	Nos	12713.00	11768.42	82378.84	9864.47	92264.41	INR Ninety Two Thousand Two Hundred & Sixty Four and Pass Forty One Only
24	Providing & fixing of Citizen Information Board with PMGSY Logo at starting or prominent location (where maximum no. of citizens can view the detail of the road) as per attached standard drawing duly painted and written as per the MORD specification and direction of Engineer-in-charge	3 000	Nos	18466.10	17116.25	51348.05	6161.83	57507.58	INR Fifty Seven Thousand Two Hundred & Seventy Eight Only
25	Providing & fixing of semi reflective Direction and Place Information Logo Boards up to 100 mm size as per attached drawing and as per the MORD specification and direction of Engineer-in-charge	10 800	SQM	3605.20	3522.47	38042.88	4565.12	42607.80	INR Forty Two Thousand Six Hundred & Seventy Five and Pass Eighty Only
26	Preparing of plan table survey after completion of work	12 000	KM	13200.00	12219.24	146830.86	17595.71	164226.59	INR One Lakh Sixty Four Thousand Two Hundred & Twenty Six and Pass Fifty Nine Only
27	Construction of reference pillars as per Fig. 1600.1 (b) as per drawing and Technical Specification Clause 1602.1 Construction of reference pillars (bays) @ 20 m on both sides and @ 8.33 m interval on curves	12 000	KM	7181.50	6629.40	79552.80	9546.34	80999.14	INR Eighty Nine Thousand Sixty Nine and Pass Fourteen Only
28	Construction of Back Pillars as per Fig. 1600.1 (c) as per drawing and Technical Specification Clause 1602.3 Construction of Back Pillar in lot of each reference pillars	12 000	KM	27829.30	25854.16	316249.80	37229.98	347479.78	INR Three Lakh Forty Seven Thousand Four Hundred & Seventy Nine and Pass Seventy Eight Only
29	Construction of Job pillars as per Fig. 1600.1 (d) and Technical Specification Clause 1602.4	12 000	KM	697.90	646.04	7788.88	931.16	8690.84	INR Eight Thousand Six Hundred & Ninety and Pass Eighty Four Only
30	Emergency Maintenance								
31	Major Slip Clearance in all type of Soil, rock and boulders excluding cost of all material, machine, T.O etc; required for proper completion of work as per most specification of work 1811								
32	1st Year	950 000	Cum	71.90	71.00	68160.00	8178.20	78339.20	INR Seventy Six Thousand Three Hundred & Thirty Nine and Pass Twenty Only
33	2nd Year	864 000	Cum	79.08	78.00	68256.00	8180.72	76446.72	INR Seventy Six Thousand Four Hundred & Forty Six and Pass Seventy Two Only
34	Deploying Hydraulic excavator of 0.90cum bucket for clearance of Major slip in all type of soil rock and boulders including its operator, fuel, and all other charges required for proper completion of work								
35	1st Year	48 000	hours	1242.00	1242.00	99616.00	7153.92	66769.92	INR Sixty Six Thousand Seven Hundred & Sixty Nine and Pass Ninety Two Only

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36	1st Year									INR Six Thousand & Ninety Two and Paise Fifty Four Only
37	Providing and laying of boulder apron laid in wire crate with 4 mm dia GI wire conforming to IS 280 and IS 4825 in 100 mm x 100 mm mesh (square diagonal) including 10 per cent extra for laps and joints laid with stone boulders weighing not less than 25 kg each as per drawing and technical specification 1301	43 200	hours	1366 20	1366.00	59011.20	7081.34	66092.54		
38	1st Year	36 000	Cum	1788 00	1788.00	64368.00	7724.18	72092.18		INR Seventy Two Thousand & Ninety Two and Paise Sixteen Only
39	1st Year	32 400	Cum	1896 80	1896.00	63696.40	7643.81	71342.21		INR Seventy One Thousand Three Hundred & Forty Two and Paise Twenty One Only
40	Cooke Waling including supply of all material, labour, T&P, royalty etc required for proper completion of the work as directed by Engineer-in-charge and as per PWD specifications § 90 (For opening communication only)									
41	1st Year	48 000	Cum	1238 90	1238.00	59424.00	7138.88	66554.88		INR Sixty Six Thousand Five Hundred & Fifty Four and Paise Eighty Eight Only
42	1st Year	43 200	Cum	1362 79	1362.00	58836.40	7080.81	65899.01		INR Sixty Five Thousand Four Hundred & Ninety Nine Only
43	Routine Maintenance- Under PBMC									
44	Maintenance under PBMC for 1) Trimming of grass and weeds from the shoulders/berms and disposing off the same to suitable locations as per technical specifications Clause 1314 2) Maintenance of road side Drains including minor slip clearance, reshaping, deepening and regrading, as well as catch water drains as per technical specification Clause 1307. 3) Maintenance of shoulders to the required level by fling/cutting the soil and its compacting including disposal of the surplus material in approved mud disposal points as per specification Clause 1303 4) Maintenance of culverts & Chutes by way of clearing, cleaning, Emson repair, repairs to cracks, parapet walls and Protection works as per drawing and technical specification Clause 1308 5) Maintenance of Causeway by way of minor Surface repairs, replacing Guide Posts, repair of flood gauges, removal of debris, providing boulders and protection work and painting as per technical specification Clause 1309 6) Maintenance of road signs by way of cleaning and repainting of mandatory / regulatory / Cautionary / Informatory and place identification sign board as per drawings and technical specification Clause 1310 7) Maintenance of 200 metre km stone by way of refilling of filled stones repairing with cement mortar, cleaning, repairing and lettering on 200 metre km stone and 500 km									
45	1st Year	12 000	Km	52833 000	52833.00	431996 00	76079.52	710075.52		INR Seven Lakh Ten
46	1st Year	12 000	Km	50207 000	50207.00	402484 00	72286.08	674762.08		INR Six Lakh Seventy
Total in Figures						64539539.80	7744744.57	72284283.47		INR Seven Crore Twenty Two Lakh Eighty
Quoted Rate in Words		INR Seven Crore Twenty Two Lakh Eighty Four Thousand Two Hundred & Eighty Three and Paise Forty Seven Only								

(17)

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Standard Bidding Document for PMGSY
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Chief Engineer, URRDA on behalf of Government of Uttar Pradesh
First Floor, Directorate of Panchayats, Opp-TT Park, Shamshadpura Road, Dehradun.
Ref. No. UPR/11/484/NT/CO/URRDA/07
Dated: 18-07-2018

The Chief Engineer, URRDA on behalf of Government of Uttar Pradesh for and on behalf of Government of Uttar Pradesh, in electronic bidding system, for release of road under Public-Private Partnership (PPP) mode for each of the bidding sites including their maintenance from the eligible and approved contractor registered with MPTW/MPD or equivalent.

NOTICE INVITING TENDERS (NIT) - BIDDING FOR ROAD

Table with columns: S. No., Name of the Road, Length (km), Estimated Cost (Rs. Lakhs), etc. It lists various road projects across different districts like Almir, Ghazipur, and Ghazipur.

Page 1 of 2

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Signature and Stamp of URRDA

132
Standard Bidding Document for PMGSY

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11. Bidders may bid for any one or more of the works mentioned in the Table above. To qualify for a package of contracts made up to this and other contracts for which bids are invited in the same NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

12. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidder of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender.

13. Complaints:- Bidder are instructed to follow the procedure for Complaints as below :-

1 - All the Complaints shall be Forwarded to complaintpmgsy@gmail.com only Any complaint to other mail ID will not be entertained

2:- All the Complaints will be entertained through mail only (through mail ID as registered in Tender website). Off Line / Complaints / Application shall not be entertained even if it is received at Dispatch / Receive Section or Received by any of the Office Personal of the office either by in person or by Post / Registered Post / Courier.

3:- Complaint only from participating Bidders shall be entertained.

14. All bidders are required to quote there item rates excluding Goods and Service Tax (GST) and all taxes falling within purview of GST-Act 2017 but including labour cess, royalty etc. Payment of GST and required deductions in this reference will be made as per prevailing rules.

15. SRRDA/Employer reserves all the rights in reference to the SBD Section-2 ITB para-4.7, bidders are subjected to the disqualified if:

(i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

(ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc

(iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer

16 All the bids shall be evaluated as per conditions issued vide Office Order No.-462/11-01/URRDA/2017-18 dated 24.05.2018.

17 The bidders having affiliates in his team participated as a consultant in the preparation of DPR, design or technical specifications of the same contract, may be considered to have a conflict of interest and shall be disqualified.

18. In above works at S.N.-1 to 26, Forest Clearance Process is under progress and these tenders are being invited to achieve the maximum targets of connectivity by March. 19. In some cases forest clearance may be delayed. In such cases no claim of the contractor shall be entertained in reference to the escalation of cost

19. In packages where bridges are combined with road works, qualification w.r.t. bridge works shall be assessed separately i.e. the eligible bidder has to qualify for the bridge work independently esp. for similar nature of works.

11/12/19
Chief Engineer
URRDA, Dehradun.

* - Non-registered bidders may submit bids, however, the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract

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21/12/19
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BL Standard Bidding Document for PMGSY

CONTRACTOR

Chief Engineer, Uttarakhand Rural Roads Development Agency,
First Floor, Directorate of Panchayatraj, Opp-IT Park, Sahastradhara Road, Dehradun.

Ref. No. 1645 / 11-02(xiv)/TCO/URRDA/17

Dated : 18-07-2018

PRADHAN MANTRI GRAM SADAK YOJANA
(PMGSY)

e-Procurement Notice-08(Garhwal-PIUs)/2018-19

The Chief Engineer, URRDA on behalf of Governor of Uttarakhand invites the item rate bids in electronic tendering system for construction of Roads under Pradhan Mantri Gram Sadak Yojana in the Districts of Chamoli, Dehradun, Pauri, Rudrapur, Tehri & Uttarkashi for 49 number of Package with estimated cost totaling to Rs. 260.77 Crore including their maintenance for two years from the eligible contractors registered with PWD/CPWD or equivalent*.

Date of release of Invitation for Bids through e-procurement: 25-07-2018.

Availability of Bid Documents and mode of submission: The bid documents are available online and should be submitted online in www.pmgstendersuk.gov.in. The bidder would be required to register in the web-site which is free of cost. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) original bid security in approved form and (c) original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4 B (ii) of ITB with the CONCERNED/RESPECTIVE CIRCLE OFFICES on a date not later than three working days after the opening of technical qualification part of the Bid, either by registered post or by hand, failing which the bids shall be declared non-responsive.

Last Date/Time for receipt of bids through e-procurement: 16-08-2018 01:00 PM.

For further details please log on to www.pmgstendersuk.gov.in

[Signature]
18/07/18
Chief Engineer,
URRDA, Dehradun.

* Non Registered bidders may submit bids, however, the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract.

Note : For e-Procurement for any sort of queries 0135-2608125 number may be contacted 10:00 AM to 05:00 PM.

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Standard Bidding Document for PMGSY

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मुख्य अभियन्ता, उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण
प्रथम तल, पंचायतीराज निदेशालय, आई0टी0 पार्क के सामने, सहस्त्रधारा रोड, देहरादून.

Ref. No. 1645 / 11-02(aiv)/ITCO/URRDA/17

Dated : 18 -07-2018

प्रधाममंत्री ग्राम सड़क योजना
ई-निविदा सूचना-08(Garhwal-PIUs)2018-19


गो राज्यपाल, उत्तराखण्ड की ओर से मुख्य अभियन्ता, यू0आर0आर0डी0ए0 द्वारा ई-निविदा के माध्यम से मद आधारित दसों पर जनपद-बमोली, देहरादून, पौड़ी, रुद्रप्रयाग, टिहरी एवं उत्तरकाशी में पी0एन0जी0एस0वाई0 के अन्तर्गत 49 पैकेज, कुल लागत ₹0 260.77 करोड़, द्वितीय अनुसूचक सहित, की निविदाएं पात्र ठेकेदारों, जो लोक निर्माण विभाग/केंद्रीय लोक निर्माण विभाग अथवा समकक्ष में पंजीकृत हों, से आमंत्रित की जाती हैं।*

ई-निविदा के माध्यम से निविदा आमंत्रण की तिथि : 25-07-2018.

निविदा प्रपत्र की उपलब्धता एवं जमा किये जाने की विधि :- निविदा प्रपत्र ऑनलाइन उपलब्ध हैं तथा www.pmgstendersuk.gov.in में ऑनलाइन ही जमा किये जाने चाहिए। निविदादाताओं को वेबसाइट में पंजीकरण कराना होगा, जोकि निशुल्क है। निविदा को जमा करने हेतु निविदादाता के पास अधिकृत प्रमाणीकरण संस्था (Certifying Authorities) द्वारा निर्गत डी0एस0सी0 (Digital Signature Certificate) होना चाहिए। निविदादाता द्वारा (अ) निविदा प्रपत्र के मूल्य की धनराशि का ड्राफ्ट (ब) अनुमोदित रूप में निविदा सिक्कोरिटी की धनराशि एच (स) आई0टी0बी0 के प्रस्तर-4.4बी (ii) के अनुसार प्रस्तुत अभिलेखों के सही होने सम्बन्धी शपथपत्र मूल रूप में सम्बन्धित अधीक्षण अभियन्ता कार्यालय में तकनीकी बिड (Technical Bid) खुलने की तिथि से विलम्बतम तीन कार्यदिन्स के अन्दर पंजीकृत डाक अथवा व्यक्तिगत रूप से उपलब्ध कराया जाना अनिवार्य होगा। उक्त अभिलेख मूल रूप से निर्धारित अवधि के अन्दर प्राप्त न होने की दशा में दी गई निविदा को अमान्य घोषित कर दिया जायेगा।

ई-निविदा के माध्यम से निविदा जमा करने की अन्तिम तिथि एवं समय : 16-08-2018, साय: 01.00 बजे तक।

अधिक जानकारी हेतु कृपया www.pmgstendersuk.gov.in देखें।


मुख्य अभियन्ता,
यू0आर0आर0डी0ए0, देहरादून।

* निविदादाता जो पंजीकृत नहीं है, वे भी निविदा दे सकते हैं, किन्तु सफल निविदादाता को अनुबन्ध हस्ताक्षरित करने से पूर्व उचित श्रेणी में सलग प्राधिकारी से पंजीकरण करवाना अनिवार्य होगा।
नोट: टेंडर की प्रक्रिया में मदद एवम जानकारी हेतु कृपया 0135-2608125 में रात 10.00 बजे से साय: 06.00 बजे तक सम्पर्क किया जा सकता है।

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(ग्राम्य विकास विभाग, उत्तराखण्ड शासन का अभिकरण)प्रथम तल, पंचायतीराज निदेशालय,
आईटीओ पार्क के सामने, सहस्रवारा रोड, देहरादून.

दूरभाष : 0135.2608125, फ़ैक्स : 2608126.

ईमेल : ut-urda@pmgsy.nic.in.

urda@yahoo.com.

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पत्रांक: /आई1-02(xii)/यू0आर0आर0डी0ए0/17/

दिनांक 20 अगस्त 2018

Pradhan Mantri Gram Sadak Yojana
Corrigendum No.11/2018-19

एन0आई0टी0 संख्या-1046 /11-02(xiv)/ITCO /URRDA/17 dated 18.07.2018 में पैकेज संख्या- यू0टी0-07-14 (लोहाली से थुवाब्लॉक मोटर मार्ग), स्टेज-1 पैकेज संख्या यू0टी0-07-18 अंकित हो गया है. उक्त पैकेज को यू0टी0-07-14 पढ़ा जाए।

2- पैकेज संख्या- यू0टी0-07-14 (लोहाली से थुवाब्लॉक मोटर मार्ग), स्टेज-1 पैकेज संख्या- यू0टी0-07-14 में एस0बी0डी0 में लगायी गयी बी0ओ0क्यू0 में त्रुटि है। उक्त एस0बी0डी0 में अंकित बी0ओ0क्यू0 के स्थान पर ऑनलाइन अपलोड बी0ओ0क्यू0 जो ठीक है, के अनुसार समझा जाए।

3- एन0आई0टी0 संख्या-1046 /11-02(xiv)/ITCO /URRDA/17 dated 18.07.2018 में पैकेज संख्या- यू0टी0-07-10 (रिचि बिल्लैख भुजान मोटर मार्ग कि0मी0-04 (कालाखेत) से दिग्धरी मोटर मार्ग) में जमानत धनराशि ऑनलाइन बिड डाक्यूमेन्ट में (ई0एम0डी0) की राशि रू0 1.60 लाख के स्थान पर रू0 4.60 लाख पढ़ा जाए।

4- एन0आई0टी0 संख्या-1046 /11-02(xiv)/ITCO /URRDA/17 dated 18.07.2018 में पैकेज संख्या- यू0टी0-07-16 (देवलीधार से सुई मोटर मार्ग) में बी0ओ0क्यू0 की मद संख्या 17.1 व मद संख्या- 24 में त्रुटिवश दरें 3449.70 व 3050.00 के स्थान पर क्रमशः 3448.70 व 350.00 अंकित हो गयी हैं। इन्हें क्रमशः 3449.70 व 3050.00 पढ़ा जाए।

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5- In reference to the tenders/bids invited vide NIT No.- 1045-1046-1047-1048/11-02(xiv)/ITCO /URRDA/17 dated 18.07.2018 In Section -3 Qualification Information Para 1.2 shall be read as follows:-

As mentioned in Para 1.2		Corrected reversion of Para 1.2	
Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	Year 2013-14	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	Year 2012-13
	Year 2014-15		Year 2013-14
	Year 2015-16		Year 2014-15
	Year 2016-17		Year 2015-16
	Year 2017-18		Year 2016-17

*However if any bidder submits financial documents/certificate for the Year 2017-18, it will be consider for eligibility.

6- In reference to the tenders/bids invited vide 49 number of packages vide NIT No.- 1045, 39 number of packages vide NIT No.- 1046, 39 number of packages vide NIT No.- 1047 and 41 number of packages vide NIT No.- 1048 /11-02 (xiv)/ITCO/ URRDA/17 Dated 18-07-2018, an affidavit to be submitted by the participation bidder that he will use the new technology material as per provisions made in BOQ and also provide the machines and other arrangements required for completion of work and also follow the directions given by the technology provider and will sign the tripartite agreement.

7- In NIT No.- 1045/ /11-02 (xiv)/ITCO/ URRDA/17 Dated 18-07-2018,, NIT No.- 1046/11-02 (xiv)/ITCO/ URRDA/17 Dated 18-07-2018, NIT No.- 1047 /11-02 (xiv)/ITCO/ URRDA/17 Dated 18-07-2018, & NIT No.- 1048/11-02 (xiv)/ITCO/ URRDA/17 Dated 18-07-2018, Period of Completion of Packages is being revised as mentioned below. SBDs of these works and NIT are to be amended up to that extent.

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NIT NO.	Package No.	Phase	Period of completion (in Months)	Revised period of competition (in months)
1045	UT-10-37	XVI	12	15
1046	UT-01-122	XVI	12	15

8- In reference to the tenders/bids invited vide NIT No.- 1047/I1-02(xiv)/ITCO/URRDA/17 dated 18.07.2018 & NIT No.- 1048/I1-02(xiv)/ITCO/URRDA/17 dated 18.07.2018, dates is being extended as per the request from PIUs. :-

Particulars	Date of Submission of Bid		Date of opening Bid part- I	
	Current Date	Extended Dates	Current Date	Extended Dates
NIT-1047 dated 18-07-2018	25.08.2018; 01:00 pm	04.09.2018; 01:00 pm	25.08.2018; 03:00 pm	04.09.2018; 03:00 pm
NIT-1048 dated 18-07-2018	27.08.2018; 01:00 pm	06.09.2018; 01:00 pm	27.08.2018; 03:00 pm	06.09.2018; 03:00 pm

9- Date of Submission of original documents such as Bid Security, Cost of Bid document and Affidavit:-

Particulars	Current Date	Extended date
NIT-1047 dated 18-07-2018	29-08-2018; upto 05:00 pm	07-09-2018; upto 05:00 pm
NIT-1048 dated 18-07-2018	30-08-2018; upto 05:00 pm	11-09-2018; upto 05:00 pm

10- Tenders were invited for 49 number of packages vide NIT No.- 1045, 39 number of packages vide NIT No.- 1046, 39 number of packages vide NIT No.- 1047 and 41 number of packages vide NIT No.- 1048 /I1-02 (xiv)/ITCO/ URRDA/17 Dated 18-07-2018 . In the above mentioned NITs, tenders are being cancelled as per the request from PIU due to some unavoidable circumstances is given below:-

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(1.a) NIT-1045 Dated 18-07-2018 :-

S.No.	Package No.	Name of the road	PIU Name
1.	UT-10-37	Bhaunsal to Kunda Dankot Tarag MR Stage-II	Rupdrāprayāg

(1.b) NIT-1047 Dated 18-07-2018 :-

S.No.	Package No.	Name of the road	PIU Name
1.	UT-03-35	Kedarukhal to Baskwali MR Stage-I	Karanpg-2
2.	UT-03-23	Kalsir to Gudam-Nail-Nauli-Kunji Motor Road, Stage-I	Pokhari
3.	UT-11-51	Thatur-Teva to Moldhar (SAGY) MR Stage-I&II	Tehri-2
4.	UT-03-19	Meen Gudra to Dangtoli MR Stage-II (Cold Mix)	Karanprayag-I

11- For further detail please logon to "www.pmsgytendersuk.gov.in".

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उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण
 (ग्रामीण विकास विभाग, उत्तराखण्ड शासन का अभिकरण)



प्रथम तल, पंचायतीराज निदेशालय,
 आईटीओ पार्क के सामने, सहस्रधारा रोड, देहरादून.

दूरभाष : 0135.2608125, फ़ैक्स : 2608128.

ईमेल : ut-urda@pmgsy.nic.in.

urda@yahoo.com.

पत्रांक: 15]०/आई1-02 (xii)/यू०आर०ओ०डी०ए०/17/

दिनांक २७ अगस्त 2018

Pradhan Mantri Gram Sadak Yojana
Corrigendum No.12/2018-19

1- In reference to the tenders/bids invited vide NIT No.- 1046/11-02(xiv)/ITCO /URRDA/17 dated 18.07.2018, dates is being extended as per the request from PIUs. :-

Particulars	Date of Submission of Bid		Date of opening Bid part- I	
	Current Date	Extended Dates	Current Date	Extended Dates
NIT-1046 dated 18-07-2018	27.08.2018; 01:00 pm	29.08.2018; 01:00 pm	27.08.2018; 03:00 pm	29.08.2018; 03:00 pm

2- Date of Submission of original documents such as Bid Security, Cost of Bid document and Affidavit:-

Particulars	Current Date	Extended date
NIT-1046 dated 18-07-2018	30-08-2018; upto 05:00 pm	01-09-2018; upto 05:00 pm

3- For further detail please logon to "www.pmgsytendersuk.gov.in".

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उत्तराखण्ड ग्रामीण सड़क विकास अभिकरण
CONTRACTOR विभाग, उत्तराखण्ड शासन का अभिकरण



प्रथम तल, पंचायतीराज निदेशालय,
आईटीओ पार्क के सामने, सहस्रधारा रोड, देहरादून.
दूरभाष : 0135 2608125. फ़ैक्स : 2608126.
ईमेल : ut-urda@pmgsy.nic.in.
urda@yahoo.com.

पत्रांक: 1331 / आई1-02 (xii) / यू0आर0आर0डी0ए0 / 17 /

दिनांक 10 अगस्त 2018

Pradhan Mantri Gram Sadak Yojana
Corrigendum No.09/2018-19

1- In reference to the tenders/bids invited vide NIT No.- 1045/11-02(xiv)/ITCO /URRDA/17 dated 18.07.2018 & NIT No.- 1046/11-02(xiv)/ITCO/URRDA/17 dated 18.07.2018, dates is being extended as per the request from PIUs. :-

Particulars	Date of Submission of Bid		Date of opening Bid part- I	
	Current Date	Extended Dates	Current Date	Extended Dates
NIT-1045 dated 18-07-2018	16.08.2018; 01:00 pm	24.08.2018; 01:00 pm	16.08.2018; 03:00 pm	24.08.2018; 03:00 pm
NIT-1046 dated 18-07-2018	18.08.2018; 01:00 pm	27.08.2018; 01:00 pm	18.08.2018; 03:00 pm	27.08.2018; 03:00 pm

2- Date of Submission of original documents such as Bid Security, Cost of Bid document and Affidavit:-

Particulars	Current Date	Extended date
NIT-1045 dated 18-07-2018	20-08-2018; upto 05:00 pm	28-08-2018; upto 05:00 pm
NIT-1046 dated 18-07-2018	22-08-2018; upto 05:00 pm	30-08-2018; upto 05:00 pm

3- For further detail please logon to "www.pmgsytendersuk.gov.in".

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Section 2: Instructions to Bidders

Table of Clauses

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Section 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Employer as defined in the Appendix to ITB invites bids for the Construction and Performance Based Maintenance for Two Years as described in these documents and referred to as "the Works". The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract and do performance based maintenance of roads for Two Years from the date of completion

1.3 Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. Source of Funds

2.1 The Government of the State as defined in the Appendix to ITB has decided to undertake the works of construction and up-gradation of selected rural roads of the State through State budget and funds received under Pradhan Mantri Gram Sadak Yojana, from the Government of India, Ministry of Rural Development, and other sources to be implemented through the Employer.

2.2 The Government of the State has decided to provide funds for the Performance based maintenance of the roads.

3. Eligible Bidders

3.1 This Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in ITB. The applicant should be a private or government-owned legal entity. For package size exceeding Rs. 10 crore, the Joint Ventures are allowed.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

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Standard Bidding Document for PMGSY

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4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work schedule, including drawings and charts, as necessary.

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

4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of civil construction works performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer not below the rank of Executive Engineer or equivalent;
- (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B(b) (ii) of ITB for the construction.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.) (Refer Annexure I of Section 6)
- (h) authority to seek references from the Bidder's bankers; (Refer Annexure II of Section 6)
- (i) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (j) proposals for subcontracting the components of the Works for construction/up-gradation, aggregating to not more than 25 percent of the Contract Price; and subcontracting of part/full Performance based maintenance of roads after completion of construction work-
- (k) the proposed programme of construction and Quality Management Plan proposed for completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Joint Ventures are allowed. Bids submitted by a Joint Venture (JV) of not more than three firms as partners shall comply with the following requirements:

- (a) There shall be a Joint Venture Agreement (Refer Annexure I to ITB) specific for these contract packages between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most

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- experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure - I shall be submitted before any award of work could be finalized.
- (b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
 - (c) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
 - (d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
 - (e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).
 - (f) In the event of default by any partner, in the execution of his part of Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.
 - (g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
 - (h) The bid submitted shall include all the relevant information as required under the provisions of Sub-Clause 4.4 of ITB and furnished separately for each partner.

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

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- (a) Achieved in any one year, a minimum financial turnover (as certified by Chartered Accountant, and atleast 50% of which is from Civil Engineering construction works) equivalent to amount given below:
- (i) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
 - (ii) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.

The amount put to bid above would not include maintenance cost for 5 years (Two years if stage-I) and the turnover will be indexed at the rate of 8% per year.

If the bidder has executed road works under Pradhan Mantri Gram Sadak Yojana in originally stipulated completion period, the financial turnover achieved on account of execution of road works under PMGSY shall be counted as 120% for the purpose of this sub-clause.

In Naxal/Left Wing Extremist Affected Districts, the figures of 60% and 75% in (i) and (ii) above would be replaced by 50%.

- (b) Satisfactorily completed, as prime Contractor or sub-contractor, at least one similar work equal in value to one-third (one-fourth in case of Naxal/LWE affected districts) of the estimated cost of work {excluding maintenance cost for two years (Two years if Stage-I)} for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB. The value of road work completed by the bidder under Pradhan Mantri Gram Sadak Yojana in originally stipulated period of completion shall be counted as 120% for the purpose of this Sub-Clause.

4.4 B (a) Each bidder must produce:

- (i) Copy of PAN Card issued by Income Tax Authorities;
- (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

(b) Each bidder must demonstrate:

- (i) availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;
- (ii) availability for construction work of technical personnel as stated in the Appendix to ITB.

(c) The bidder must not have in his employment:

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- (i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
- (ii) without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

4.4 C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.4 D If bidder is a Joint Venture, the partners would be limited to three (including lead partner). Joint Venture firm shall be jointly and severally responsible for completion of the project. Joint Venture must fulfill the following minimum qualification requirement.

- i. The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
- ii. Each of the remaining partners shall meet not less than 25% of all the criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
- iii. The Joint Venture must also collectively satisfy the subject of the criteria of Clause 4.4 B and 4.4 C of ITB for this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.
- iv. In the event that the Employer has caused to disqualify under Clause 4.7 of ITB below all of the Joint Venture partners will be disqualified.
- v. Joint Venture Applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into before award of work.
- vi. The available bid capacity of the JV as required under Clause 4.6 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

4.5 The Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in sub-clause 4.4A above.

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

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

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at

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the rate of 8 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as ½ and more than 6 months as 1 in a year).

M = 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB.

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

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

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

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and / or
- (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works. The Bidder acknowledges that prior to the submission of the bid, the Bidder/Contractor has, after a complete and careful examination, made an independent evaluation of the Scope of the Project, Specifications and Standards of design, construction and maintenance, Site.

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local conditions, physical qualities of ground, subsoil and geology, suitability and availability of access routes to the Site and all information provided by the Employer or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidder confirms that it shall have no claim whatsoever against the Employer in this regard.

B. Bidding Documents

8. Content of Bidding Documents

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

1 Notice Inviting Tender

2. Instructions to Bidders

3 Qualification Information

4 Conditions of Contract

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

5 Specifications

6 Drawings

7 Bill of Quantities

8 Form of Bid

9 Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work,

10 Forms of Securities and Form of Unconditional Bank Guarantee.

8.2. The bid document is available online on the website <http://www.pmgstendersuk.gov.in>. The bid document can be downloaded free of cost, however, the bidder is required to submit Demand Draft towards cost of bid document in favour of the name given in the Bid Data Sheet.

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

9. Clarification of Bidding Documents and Pre-bid Meeting

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

9.2 If a pre-bid meeting is to be held, the bidder or his authorised representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

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

9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website www.pmgstendersuk.gov.in under the "Latest Corrigendum" and e-mail notification is also automatically sent to those bidders who have moved this tender to their "My tenders" area.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case any addendum/ Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.

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

C. Preparation of Bids

11. Language of Bid

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

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12. Documents Comprising the Bid**CONTRACTOR**

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

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

- I. Form of bid for Part I of the bid, as per format given in section 6 (to be submitted online).
- II. Scanned copy of the Demand Draft for the cost of the bidding documents.
- III. Scanned copy of the Bid Security in any of the forms as specified in clause 16.2 of ITB.
- IV. Authorized address and contact details of the Bidder having the following information:
Address of communication:
Telephone No.(s): Office:
Mobile No.:
Facsimile (FAX) No.:
Electronic Mail Identification (E-mail ID):
- V. Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.
- VI. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- VII. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VIII. Scanned copy of the affidavit affirming that information he has furnished in the bidding document is correct to the best of knowledge and belief of the bidder.

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

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

12.2 The documents and details mentioned in clause 12.1 Part I above shall be submitted online on website www.pmgstenders.gov.in. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

- (a) The following details shall be entered on line in the prescribed formats:
 - (i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 6.
 - (ii) Form of bid for Technical-Financial Part II of the bid, as per format given in Section 6. The entry of rates for individual items of work for the work shall be made by the bidder on line.

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- (b) Scanned copies of the following documents shall be uploaded on the website www.pmgsytendersuk.gov.in at the appropriate place.
- (i) Demand Draft towards the Cost of Bid Document (Clause 8.2 of ITB)
 - (ii) Bid Security in any of the forms specified in ITB (Clause 16 of ITB)
 - (iii) Copy of PAN Card issued by Income Tax Authorities (Clause 4.4 of ITB)
 - (iv) Contractor Registration certificate (Clause 3 of ITB)
 - (v) Annual Turnover Certificate from Chartered Accountant for last five financial years with breakup of civil works and total works in each financial year. (Clause 4.4 of ITB)
 - (vi) Affidavit regarding correctness of certificates (Clause 4.4 of ITB)
 - (vii) Any other documents as specified by the State in the Bid Data Sheet
- (c) Scanned copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or on lease or possessed on hire should be uploaded after converting the same to PDF.
- (i) Similar nature of works executed (Clause 4.4 of ITB)
 - (ii) Works in hand (Clause 4.4 of ITB)
 - (iii) Machineries owned/brought on hire/ lease (Clause 4.4 of ITB)
- (d) Submission of Original Documents: The bidders are required to submit (i) original Demand Draft towards the cost of bid document and (ii) original bid security in approved form and (iii) original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4 B (a)(ii) of ITB with the office specified in the Bid Data Sheet, on a date not later than three working days after the opening of technical qualification part of the Bid, either by registered post or by hand. These documents must match the scanned copies submitted along with the bids online. In case, of any deficiency in this respect, it will be treated as mis-representation by such bidder. Such a bidder shall be liable to be debarred for participating in bids under PMGSY for five years.

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

Section	Particulars
1	Notice Inviting Tender
2	Instructions to Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

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13. Bid Prices

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13.2 The Bidder shall make online entries to fill the Item Rates in Bill of Quantities, as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. The Bidder is not required to quote his rate for Performance Based Maintenance. The rates to be paid for Performance Based Maintenance by the Employer are indicated in the Bill of Quantities.

Item Rate Method requires the bidder to quote rates and prices for all items of the Works described in the Bill of Quantities. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

Upon numerical entry, the amount in words would automatically appear and upon entry of rates in items of work, total bid price would automatically be calculated by the system and would be displayed.

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

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

14. Currencies of Bid

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

15. Bid Validity

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

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for a period of the extension, and in compliance with Clause 16 of ITB in all respects. For the extended period, the bidder will be paid by the employer an interest on the amount of bid security at the rate equal to base rate of State Bank of India applicable on the date of expiry of the original time limit.

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16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, Bid Security, in the amount specified in the Appendix to ITB.

16.2 The Bid Security shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for minimum 45 days beyond the validity of bid. Other forms of Bid Security acceptable to the Employer are stated in the Appendix to ITB.

16.3 Any bid not accompanied by an acceptable Bid Security, unless exempted in terms given in the Appendix to ITB and not secured as indicated in sub-clause 16.1 and 16.2, shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.

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

16.6 The Bid Security may be forfeited:

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

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

*D. Online Submission of Bids***18. Bidding through E-Tendering System:**

18.1 The bidding under this contract is electronic bid submission through website www.pmgstendersuk.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under PMGSY is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital

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Signature Certificate (DSC) in the form of smart card/e- token. The DSC can be obtained from any authorised certifying agencies. The bidder should register in the web site www.pmgstendersuk.gov.in using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token and the user id/ password chosen during registration.

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

18.2 The completed bid comprising of documents indicated in ITB clause 12. should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copies of the Bid Document, Demand Draft and Bid Security in approved form.

18.3 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder is awarded the contract.

19. **Electronic Submission of Bids:**

19.1 The bidder shall submit online two separate files. Part I, marked as Part I: Technical Qualification Part and Part II; marked as Part II: Technical-Financial Part. The above files will have markings as given in the Bid Data Sheet.

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

20. **Deadline for Submission of Bids**

20.1 Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.

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

21. **Modification/ Withdrawal/Late Bids**

21.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

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21.2 Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this, the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed.

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

21.4 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

E. Bid Opening and Evaluation

22. Bid Opening

22.1 The Employer inviting the bids or its authorised representative will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

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

22.3 In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.

22.4 The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 22.3 of ITB and upload the same for viewing online.

22.5 Evaluation of Part-I of bids with respect to Bid Security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within five working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening.

22.6 The result of evaluation of Part-I of the Bids shall be made public on e-procurement systems following which there will be a period of five working days during which any bidder may submit complaint which shall be considered for resolution before opening Part-II of the bid.

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22.7 The Employer shall inform the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

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

22.9 The Employer shall prepare the minutes of the online opening of Part-II of the Bids and upload the same for viewing online.

23. Process to be Confidential

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

24. Clarification of Bids and Contacting the Employer

24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25. Examination of Bids and Determination of Responsiveness

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

25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose

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rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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25.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26. Evaluation and Comparison of Bids

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

26.2 In evaluating the bids, the Employer will determine for each Bid, the evaluated Bid price by adjusting the bid price through making an appropriate adjustment for any other acceptable variation, deviations or price modifications offered in accordance with sub-clause 21 of ITB.

26.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 30 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased Performance Security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

F. Award of Contract

27. Award Criteria

27.1 Subject to Clause 30 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

- (i) to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
- (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

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

28.1 Notwithstanding Clause 27 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

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29. Notification of Award and Signing of Agreement

29.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and the Performance Based maintenance of the works for Two years, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 30.

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

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

30. Performance Security

30.1 The successful bidder/Contractor shall provide to the Employer, a total Performance Security of 5% (five percent) of the Contract Price, for a period of 5 years and the time of completion of construction work plus additional security for unbalanced bids in accordance with clause 26.3 of ITB and Clause 46 Part-I General Conditions of Contract.

Within 10 days after receipt of Letter of Acceptance but before signing the contract, a Performance Security of two and a half percent of Contract Price plus additional security for unbalanced bids in accordance with clause 26.3 of ITB and Clause 46 Part 1 General Conditions of Contract shall be delivered by the successful bidder to the Employer.

The Employer shall retain remaining two and a half percent Performance Security from each payment due to the Contractor until completion of the whole of the construction works (except advance payment as per Clause 45 of General Conditions of Contract).

30.2 Performance Security of two and a half percent to be delivered by the successful bidder after the receipt of Letter of Acceptance shall be either in the form of a Bank Guarantee or Fixed Deposit Receipts in the name of Employer/PIU, from a scheduled commercial bank.

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If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee of two and a half percent of Contract Price could be one year initially, however, the Contractor shall get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period. If the Contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

30.3 Failure of successful bidder to comply with the requirement of delivery of Performance Security of two and a half percent of Contract Price plus additional security for unbalanced bids as per provisions of Clause 30.1 shall constitute sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under PMGSY, for a period of one year.

31. Advances

The Employer will provide Mobilization Advance and Advance against the security of equipment as provided in Part I General Conditions of Contract.

32. Corrupt or Fraudulent Practices

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

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

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

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Employer involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

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

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

32.7 Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach under Clauses 32.1 to 32.6 above by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

- (a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 32.1 to 32.6 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

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(b) Forfeiture of Bid Security/Performance Security: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract, the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Bid Security and Performance Security of the Bidder/Contractor as the case may be.

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Annexure I

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Provisions Required to be Included in the Joint Venture Agreement

If the application is made by a joint venture of two or more firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority*) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture. A certified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:

- a. Name, style and Project(s) specific JV with Head Office address
- b. Extent (or Equity) of participation of each party in the JV
- c. Commitment of each party to furnish the Bond money (i.e. Bid Security, performance Security and security for Mobilization advance) to the extent of his participation in the JV
- d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement)
- e. Working Capital arrangement of JV
- f. Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, both the partners are required to operate.
- g. Provision for cure in case of non-performance of responsibility by any party of the JV.
- h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV. The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- i. Management Structure of JV with details
- j. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV
- k. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works
- l. The Power of Attorney shall be duly notarized.
- m. Any other relevant details

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Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to
Bidders
Clause
Reference

- (1.1) The Employer is The Governor of Uttarakhand through Chief Engineer URRDA Dehradun
- (1.1) **The Works is Construction & Maintenance (2 years) of Semalta to Kafna-Satni Motor Road (Stage I) Motor Road**
- (1.1) Identification No. of the Works is: **UT-10-39/XVI**
- (2.1) The State is **Uttarakhand.**
- (3.1) Eligible Bidders are: **Class A or above registered with PWD/CPWD or equivalent.** Non-registered bidders may submit bids, however, the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract.
- (4.1) Instruction as per I.T.B Annexure are to be followed.
- (4.2) **In reference to the 4.2(b), Turn Over certificate (Monetary Value) of civil construction work and in reference to 4.2(f), documents related to financial standing of bidder i.e. Profit & Loss Account, Balance Sheet, ITR etc. for last three years are mandatory to be submitted for qualification. However, bidders submitting documents for last five year's period and if they are eligible on the basis of these documents related to last fourth or fifth year, shall be considered for qualification**
- (4.4 A) (b) NA [insert the amount if it is more than one-third of the estimated cost of works.]
- (4.4 B)(a)(iii) Other Certificates required with the bid are:
1: Income Tax Return for last three years.
2: Trade Tax Registration.
- (4.4. B) (b)(i) The key equipments for road works and field testing laboratory Road Works are:

For Construction of Road

Name of the Equipment Quantity

Name of the Equipment	Quantity
Hydraulic Excavator	1
Air Concrete Mixer	1
Concrete Mixer	1
Concrete Vibrator	1
Paver Finisher	1
Tandem Roller/Vibro roller	1
Tipper	2
Water Tanker	3
Tractor	3
Road Roller	2
Air compressor	2
Min Hot Mix Plant/Mixol	1

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**List of Equipment for PMGSY at Field Laboratory
For Construction of Road**

- 1-Sieves-
125mm, 90mm, 63mm, 53mm, 45mm, 26.50mm, 22.40mm, 13.20mm, 11.20mm, 5.60mm, 2.80mm, 2.36mm, 180 micron, 90 micron and 75 micron.
- 2- Sand Poring Cylinder with tray Complete for field density Test.
- 3- Core Cutter (10 cm Dia), 10 cm/5 cm height complete with dolly and hammer.
- 3- Speedy moisture meter complete with chemicals
- 4- Straight Edges
- 5- Liquid Limit and Plastic Limit testing apparatus
- 6- Gas Burner, sand bath
- 7- Camber/ Super elevation Board
- 8- Electronic/digital balance 1 kg with the least count of kg
- 9- Electronic/digital balance 15 kg
- 10- Pan Balance with weight box 5 kg
- 11- Oven(200°C), thermostatically controlled
- 12- Enamelled tray
- 13- Measuring tape, spatula, spirit levels, glassware, porcelain dish, Pestle mortar
- 14- Aggregate Impact Test Apparatus
- 15- flakiness Gauge
- 16- Up pal's Syringe for Plasticity Index
- 17- Digital thermometers
- 18- Water Tub (ambient to 100°C)
- 19- Bitumen extraction apparatus
- 20- Slump Cone
- 21- Cube Moulds
- 22- Core Cutting Machine
- 23- Auto Level, Level Machine
- 24- Ghat Tracer
- 25- Vernier Caliper
- 26- Screw Gauge
- 27- Steel Tape 30 mm

Note: (a) The bidder must produce the following documentary evidence in support of his availability of the above equipment:

1. Purchase Invoice/documentary proof regarding equipments available on lease or on hire.

(4.4 B) (b) (ii)

The Number of Technical personnel, Qualifications and Experience will be as follows :

A. The Technical Personnel are:

[Cl. 9.2 of General Conditions of Contract]

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering	01	02 Years
B. Diploma Holder in Civil Engineering	02	05 Years
C. Others (Specify)		

A. For field testing laboratory :

S. No.	Position	Qualification	No.	Experience in Lab Works
1-	Supervisor	10+2 With Science	1	1 year

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- (4.4 B) (c) (i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:
- (4.4 B) (c) (ii) The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the Central/State/Public Sector Units etc. In case there is no such person in his employment, his affidavit should clearly state this fact.
- (4.6) M = 2.5
- (4.7) Instruction as per I.T.B Annexure are to be followed.
- (7.1) The contact person is:
Designation: Executive Engineer
Address: PMGSY ID Jakholi, Dist Rudraprayag
Telephone No 01370-234348
- (8.2) The Name in favour of which the demand draft towards the cost of bid document is to be made : Uttarakhand Rural Road Development Agency, Dehradun
- (9.2) Place, Time and Date for pre-bid meeting are:
10.08.2018 at 11:00 am S.E Gopeshwar
- (11.1) Language of the bid is: English
- (12.1) Part I Income Tax Return for last three years.
(vii) Trade Tax Registration.
- (12.2)(b)(vii)
- (13.2.) Bids must be submitted in Item Rate Method
- (13.3) **Clause-13.3 of ITB shall be read as follows:**
All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the total Bid price submitted by the Bidder.
- (15.1) Bid validity date:- Ninety days after the deadline date for bid submission
- (16.1) The amount of Bid Security shall be Rs 16.04 Lakhs, Rupees Sixteen Lakh Four thousands Only [insert the amount in figure and words. Note: This amount is 2 percent of estimated value of the Works, rounded off to the nearest thousand. For reasons of confidentiality, a fixed sum should be specified, in preference to a percentage of the bid price.]
- (16.2) Fixed Deposit Receipt must be drawn:
In favour of: EE PIU PMGSY Jakholi
- (16.2) Other acceptable forms of Bid Security pledged in favour of _____ are _____ NA_

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(16.3)

Exemption from Bid Security is granted to: NIL

(20.1)

The Employer's address for the purpose of Bid submission is ONLINE on website <http://www.pmgstendersuk.gov.in>.

(20.1)

The deadline for submission of bids shall be:

Time 1.00 PM

Date 16.08.2018

(22.1) & (22.6)

The date and time for opening of the Bids are:

(A) Technical Qualification Part of Bid

Date 16.08.2018

Time 3.00 PM

(B) Technical Financial Part of Bid (For qualified bidder as)

Evaluation Committee will decide and will be intimated through Mail and website

(i) Performance Security shall be valid until a date 45 days after the expiry of Defects Liability Period of 5 years after intended completion date.

(iii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.

Chief Engineer, URRDA, Dehradun,

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Annexure
ITB (Instructions to bidders)

Clause 4.1 In addition to clause 4.1 of ITB, Following Document are to be observed by the bidder.

(a) Documents being submitted by the bidders in the bid should be properly indexed with proper paging of documents.

(b) For experience of similar nature work. In section 3 - Qualification information in point no. 1.3.1, detail of relevant works only should be mentioned by the bidder and supported with valid relevant certificates and only these mentioned works shall be considered for qualification.

(c) The bidder's turnover certificate (supported with valid relevant certificates) for Civil Engineering works, should be issued by C.A. in the name of bidder, shall only be accepted.

(d) All certificates must contain postal address, contact no. & e-mail Id of the issuing authority, preferably it should be in the Letter Head, certificates without this information shall not be considered.

Clause 4.7 SRRDA/ Employer reserves the right in reference to the clause 4.7 of ITB and following conditions are to be observed by the bidder.

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

(i) made misleading of false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

(ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. for example

~~(a) Bidders having the ongoing PMGSY works in Uttarakhand & delay is more than 50% of the original indented time of completion without any valid reasons on the ending of previous month of the month of issuance of this tender notice~~

(b) Bidders having completed works in PMGSY Uttarakhand (in reference to the construction) in unsatisfactory category (U) and no rectification has been done up to 6 months from the ending of previous month of the month of issuance of this tender notice without any valid reasons.

(c) In reference to Section-3, qualification information, Para 1.3.3 for Existing Commitments and ongoing works of PMGSY in Uttarakhand, if the progress is slower than the required mile stones the detailed valid reason for slow progress should also be mentioned in the certificate of executive engineer being attached etc.

(iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

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Section 4 Conditions of Contract
Part – I General Conditions of Contract

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The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties. The conditions of contract provide for both construction and Performance Based maintenance.

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Section 4

Part I General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

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

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

The Defects Liability Period is Two years calculated from the Completion Date.

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

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

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

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

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

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

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

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

Performance Based Maintenance is the maintenance of roads for Five as specified in the Contract Data.

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

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

Specifications mean the Specifications for Rural Roads of Ministry of Rural Development (2014) or their latest version.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works.

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

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

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

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and hand over to the Employer. Performance Based maintenance is defined separately.

2. Interpretation

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

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

2.3 The documents forming the Contract are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in the Contract, the priority of the documents, in the event of any ambiguity between them, shall be interpreted in the following order of priority:

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities, and
- (11) Any other document listed in the Contract Data.

3. Language and Law

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

4. Engineer's Decisions

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

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

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and hand over to the Employer. Performance Based maintenance is defined separately.

2. Interpretation

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

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

2.3 The documents forming the Contract are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in the Contract, the priority of the documents, in the event of any ambiguity between them, shall be interpreted in the following order of priority:

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities, and
- (11) Any other document listed in the Contract Data.

3. Language and Law

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

4. Engineer's Decisions

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

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5. Delegation

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

6. Communications

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

7. Subcontracting

7.1 The Contractor may subcontract part of the construction work with the approval of the Employer in writing, up to 25 percent of the contract price, also part or full Performance Based maintenance work after completion of construction work but will not assign the Contract. It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all his obligations under this Agreement notwithstanding anything contained in the agreements with his Sub-contractors or any other agreement that may be entered into by the Contractor and no default under any such agreement shall exempt the Contractor from his obligations or liability hereunder.

7.2 The Contractor shall not be required to obtain any consent from the Employer for:

- (a) the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
- (b) the provision for labour, or labour component.
- (c) the purchase of Materials which are in accordance with the standards specified in the Contract.

7.3 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting any part of the work or full Performance Based maintenance for five years (Two years if Stage-I), during execution of the Works, the Employer will consider the following before according approval:

- (a) The Contractor shall not sub-contract the whole of the Works.
- (b) The Contractor shall not sub-contract any part of the Works without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible

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for the acts, defaults and neglects of any of his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

7.4 The Engineer should satisfy himself before recommending to the Employer whether the Sub-Contractor so proposed for the Works possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

7.5 While sub-contracting part of construction work as per provisions of Clause 7.1 and 7.3 above, the Contractor shall enter into formal sub-contract with sub-contractor making provisions for such requirements as may be specified by the Engineer including a condition that to the extent of inconsistency, provision of the Contract shall prevail over the provisions of the sub-contract. A copy of document of formal sub-contract shall be furnished to the Employer within a period of 30 days from the date of such sub-contract. In all such cases, on completion of the Contract, the Engineer, unless for reasons recorded in writing decides otherwise shall issue a Certificate of Experience to the contractor and in such certificate, the experience of the sub-contractors shall also be mentioned. The Copy of such certificate would also be endorsed to the sub-contractor.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with Other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

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

9. Personnel

9.1 The Contractor shall ensure that the personnel engaged by him in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

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

9.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person

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The Contractor shall leave the Site within seven days and has no further connection with the Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.

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

9.5 The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:

- (a) persists in any misconduct,
- (b) is incompetent or negligent in the performance of his duties,
- (c) fails to conform with any provisions of the Contract, or
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

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

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;

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

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

13.3 (a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for personal injury or death which are due to the Contractor's risks:

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

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

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works and do Performance Based Maintenance

16.1 The Contractor shall construct, and install and maintain the Works and do the work of Performance Based maintenance in accordance with the Specifications and Drawings.

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

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

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

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

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

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

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

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

20. Discoveries

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

21. Possession of the Site

21.1 The Employer shall handover complete or part possession of the site to the Contractor seven days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at least 75% of the site.

22. Access to the Site

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

- (a) The Engineer
- (b) The Employer

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- (c) The Ministry of Rural Development, Government of India.
(d) The National Rural Roads Development Agency, Government of India

23. Instructions

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

24. Dispute Redressal System

24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer in-Charge. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

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

24.3 The composition of the Empowered Standing Committee will be:

- I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
- II. One official member not below the rank of additional chief engineer; and
- III. One non-official member who will be technical expert of Chief Engineer's or Superintending Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.

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

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

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Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

25. Arbitration

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

B. Time Control

26. Programme

26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, for the construction of works.

26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

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

26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

26.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

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

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

28. Delays Ordered by the Engineer

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

29. Management Meetings

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

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

C. Quality Control

30. Identifying Defects

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

31. Tests

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

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

31.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

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32. Correction of Defects noticed during the Defects Liability Period and Performance Based Maintenance of Roads for Two years.

32.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion Date and ends after two years. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.

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

32.3 The Contractor shall do the Performance Based maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and in the manner as defined in clause 1.1 and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins from the Completion Date and ends after Two years.

32.4 The Performance Based maintenance standards shall meet the following minimum requirements:-

- (i) Potholes on the road surface to be repaired soon after these appear or brought to his notice either during the Contractor's monthly inspection or by the Engineer.
- (ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- (iii) Cleaning of surface drains including reshaping to maintain free flow of water.
- (iv) Cleaning of culverts and pits for free flow of water.
- (v) Maintenance of road signs, pavement markings and other traffic control devices
- (vi) Any other maintenance operation required to keep the road traffic worthy at all times during the maintenance period.

32.5 To fulfil the objectives laid down in sub clauses 32.3 and 32.4 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer, the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

32.6 The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

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33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect pertaining to the Defects Liability Period under clause 32.1 and clause 32.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. Cost Control

34. Bill of Quantities

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

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads. The payment for Performance Based maintenance of roads to the Contractor is performance based. (refer special condition of contract no. 4.1).

35. Variations

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

36. Payments for Variations

36.1 If the quantity of work for any BOQ item is varied, it will not constitute a variation for the purpose of payment to the contractor, at a rate other than the one mentioned in the Agreement.

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

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

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 recommendation of the Engineer on the rate so determined shall be submitted to the employer for approval. The decision of the employer shall be final and binding on the Contractor.

37. Cash Flow Forecasts

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

38. Payment Certificates

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

- (a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on measurements by the Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (g) The payment of final bill shall be governed by the provisions of Clause 50 of GCC.

38.2 The payment to the Contractor will be as follows for Performance Based maintenance:

- (a) The Contractor shall submit to the Engineer a bill every month for the Performance Based maintenance of the roads from the date the maintenance period starts i.e. from completion date as defined in Clause 1.1, it will be supported with a copy of the record of the Contractor's monthly inspection and other instructions received from the Engineer.
- (b) The payment will be made monthly for the monthly bills received and as certified by the Engineer based on performance by the Contractor.

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If the bill for a month is not received from the Contractor by the 10th day of the succeeding month or/ and if the Engineer has not certified that the Contractor has carried out the maintenance work for defects brought to his notice under clause 32.6 within specified period, no payment will become due to the Contractor for that month.

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

39. Payments

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

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

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

39.4 Payment for the Performance Based maintenance of the roads will be made monthly for the satisfactory maintenance of the Works and based on the monthly bills submitted by the Contractor as per Clause 38.2 above and certified by the engineer, within 15 days of the date of each certificate. (refer special condition of contract no. 4.1).

40. Compensation Events

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

- (a) The Engineer orders a delay or delays exceeding a total of 30 days.
(b) The effects on the Contractor of any of the Employer's Risks.

40.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall recommend to the Employer whether and by how much the Intended Completion Date shall be extended. Final approval shall rest with the Employer.

41. Tax

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

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42. Currencies

42.1 All payments will be made in Indian Rupees.

43. Security Deposit

43.1 The Employer shall retain security deposit of five percent and Performance Security of two and a half percent of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No security deposit/ retention shall be retained from the payments for Performance Based Maintenance of works. In case, the Contractor furnishes bank guarantee for the amount equal to Performance Security of two and a half percent retained from each payment due to the Contractor, the same amount shall be repaid to the Contractor subject to condition that the validity of bank guarantee is as per provision of Clause 46.2 of GCC.

43.2 On the satisfactory completion of the whole of the construction work, half the total amount retained as security deposit is repaid to the Contractor, one-fourth of the total amount retained as security deposit is repaid to the Contractor at the end of 2nd year after completion of the construction work and balance of the amount retained as security deposit is repaid to the Contractor at the end of 3rd year after completion of the construction work subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected.

43.3 The additional Performance Security for unbalanced bids as detailed in Clause 46 of the Conditions of Contract is repaid to the Contractor when the construction work is complete.

43.4 The Performance Security equal to five percent of the Contract Price as detailed in Clause 46 of Conditions of Contract is repaid to the Contractor when the period of Two years fixed for Performance Based Maintenance is over and the Engineer has certified that the Contractor has satisfactorily carried out the Performance Based Maintenance of the works.

If the Performance Based Maintenance part of the contract is not carried out by the Contractor as per this Contract, the Employer will be free to get the Performance Based Maintenance work carried out from another source and the amount required for this work will be recovered from the amount of Performance Security available with the Employer and/ or from any amounts of the Contractor whatever is due along with additional 20 percent amount as penalty.

43.5 If the Contractor so desires, then the Security Deposit can be converted into any interest bearing security of scheduled commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer for Defects Liability Period.

44. Liquidated Damages

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44.1 In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under Clause 27, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed liquidated damages to the Employer and not by way of penalty in a sum calculated at the rate per week or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at the same rate shall be withheld if the Contractors fail to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten per cent) of Initial Contract Price and that the liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and the Employer is entitled to receive the same and are not by way of penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or from Performance Security or any other dues from Government or semi Government bodies within the state.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.

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

44.3 It is agreed by the Contractor that the decision of the Employer as to the liquidated damages payable by the Contractor under this Clause shall be final and binding.

45. Advance Payment

45.1. On the request of the Contractor, the Employer will make the following advance payment to the Contractor against submission by the Contractor of an Unconditional Bank Guarantee from a scheduled Commercial bank acceptable to the Employer in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested:

- (a) Mobilization advance up to 5% (five per cent) of the initial contract price excluding the contract price for Performance Based maintenance
- (b) Equipment Advance up to 90% (ninety per cent) of the cost of the new equipment brought to the site, subject to a maximum of 10% (ten per cent) of the initial contract price excluding the contract price for Performance Based maintenance

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The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment. However, if the Contract is terminated due to default of the Contractor, the Mobilization Advance and the Equipment Advance shall be deemed to be an interest bearing advance at the base rate of the State Bank of India, as application on the date of such advance payment.

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

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

46. Securities

46.1 The Performance Security equal to 5% (five percent) of the Contract Price and additional security for unbalanced bids shall be provided to the Employer. Out of total Performance Security equal to 5% (five percent) of Contract Price, half shall be delivered to the Employer no later than the dates specified in the Letter of Acceptance and shall be issued in the form given in Contract Data; however, balance half Performance Security shall be retained at the rate of two and a half percent of each payment due to the Contractor until completion of whole of the construction work.

46.2 The Performance Security shall be valid until a date 45 days from the date of issue of certificate of completion of construction work and maintenance work subject to the condition that if the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially; however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to five percent of the Contract Price is always available with Employer until 45 days after the lapse of the Defects Liability Period. If the Contractor fails to maintain the above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

47. Cost of Repairs

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

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*E. Finishing the Contract*B2
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48.1 The Contractor shall request the Engineer to issue a certificate of completion of the construction of the Work and the Engineer will do so upon deciding that the Work is completed.

48.2 The Contractor shall request the Engineer to issue the certificate of completion of the Performance Based Maintenance and the Engineer will do so upon deciding that the work of Performance Based Maintenance is completed.

49. Taking Over

49.1 The Employer shall take over the Works within seven days of the Engineer's issuing a certificate of Completion of Works. The Contractor shall continue to remain responsible for its Performance Based Maintenance during the maintenance period.

49.2 The Employer shall take over the maintained road within seven days of the Engineer issuing a certificate of completion of the work of Performance Based Maintenance.

50. Final Account

50.1 The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of completion of construction of Works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor for Works within 42 days of receiving the Contractor's account if it is correct and complete. If the account submitted by the Contractor is not correct or complete, the Engineer shall issue a schedule to the Contractor, within 42 days, that states the scope of the corrections or additions that are necessary. If the revised account is still unsatisfactory, after it has been resubmitted by the Contractor, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of Works will be made within 14 days thereafter.

50.2 In case the account for construction is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of Works will be made within 14 days thereafter.

50.3 The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable for maintenance of works under the contract 21 days before the end of the Performance Based Maintenance Period. The Engineer shall issue a Performance Based Maintenance Completion Certificate and certify any final payment that is due to the Contractor within 21 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the revised account is still unsatisfactory after it has been resubmitted by the Contractor, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the

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Contractor's revised account. The payment of final bill for Performance Based maintenance will be made within 14 days thereafter.

50.4 In case the account for Performance Based maintenance is not received within 21 days of issue of Certificate of Completion as provided in clause 50.3 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for Performance Based maintenance will be made within 14 days thereafter.

51. Operating and Maintenance Manuals

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

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

52. Termination

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect whether pertaining to construction work or pertaining to defects liability period is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a Security, which is required;
- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- (f) the Contractor fails to provide insurance cover as required under clause 13;
- (g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And,

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this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition. "Coercive practice" means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

- (h) if the Contractor has not completed at least three-eighth of the value of construction Work required to be completed after half of the completion period has elapsed;
- (i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- (j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time; and
- (k) if the Contractor fails to pay EPF/ ESI contribution as required under prevailing laws;
- (l) if the Contractor engages child labour in violation of prevailing laws;
- (m) if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminate against female workers.
- (n) any other fundamental breaches as specified in the Contract Data

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

52.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

53. Payment upon Termination

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

53.1 (ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non compliance of the requirements of clause 32 of GCC regarding defects liability period and Performance Based maintenance of roads for Two years , the Engineer will assess the cost of having the defect corrected. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un-recovered, it will be recovered from any dues payable to the Contractor from State PMGSY works, any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

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 53.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

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54. Property

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

55. Release from Performance

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

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

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

F. Other Conditions of Contract

56. Labour

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

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

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CONTRACTOR Compliance with Labour Regulations

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

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

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

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

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

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

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

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

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

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

58. Drawings and Photographs of the Works

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

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

59. The Apprentices Act, 1961

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

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CONTRACTOR Contract Data to General Conditions of Contract

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

Clause Reference

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

1. The Employer is [Cl.1.1]

Designation:	Chief Engineer URRDA
Address:	URRDA DEHRADUN
Name of officer for signing the contract	CE URRDA Dehradun
TeleFax No.(s): Office:	0135-2608125
FAX No-	0135-2608126
Electronic Mail Identification (E-mail ID):	urrda@yahoo.com

The Engineer is:-

Designation: (a) Executive Engineer Jakholi for execution of works as per contract. He will be in-charge of the work and will be responsible for making payments as per clause 39.2 of GCC.

Telephone No.(s): Office: 01370-234348
 Mobile No.: 7055613661
 Facsimile (FAX) 01370-234348
 Electronic Mail Identification (E-mail ID): eepmgsyjakholi@rediffmail.com

(b) Superintending Engineer Gopeshwar for Supervision & Administration of the works as per contract.

Telephone No.(s): Office: 01363-240521
 Mobile No.: 9410512185
 Facsimile (FAX) No.: 01363-240521
 Electronic Mail Identification (E-mail ID): sepmgsygopeshwar@rediffmail.com

(c) Chief Engineer (Garhwal) for over all implementation of work as per agreement.

Telephone No.(s): Office: 0135-2769627
 Mobile No.: 7055613604
 Facsimile (FAX) No.:) 0135-2769841
 Electronic Mail Identification (E-mail ID): cepmgsyuk@rediffmail.com

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[Cl.1.1]

3. The Intended Completion Date for the whole of the Works is 18 [Cl.1.1, 17&27] months after start of work.

4. Performance Based Maintenance during Two years after the Completion Date is defined as follows:

Maintenance operations during the period of Two years shall be based on Chapter 11 of Rural Roads Manual (IRC:SP:20:2002). Its specific provisions are:-

(i) Clause 11.2, *ibid*, explains the various types of distress/defects of pavements. For example, cracks, ravelling, rutting, pot holes etc.

(ii) Clause 11.3, *ibid*, defines different maintenance activities. For example, fog seal, bituminous surface treatment, etc.

(iii) Clause 11.4, *ibid*, suggests planning of Performance Based maintenance.

(iv) Clause 11.5 and Clause 11.6 (a), *ibid*, define preventive and corrective maintenance, and classify activities of Performance Based maintenance and repairs.

(v) Clause 11.7, *ibid*, discusses in detail the assessment of defects and maintenance measures for sealed roads, roads with rigid / RCCP and roads with special pavement.

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

(vi) Maintenance activities and their frequency with performance indicators: Clause 32, 34.2 & Special conditions no. 4.1

	Defect	Stage-II Roads	Stage-I Roads	Frequency of operation in one year
1	Pavement (as per clause 1904, 1905, 1906 and 1907 of the Specifications respectively)	40	20	As and when required.
	(i) Surface Patches / Potholes	20		
	(ii) Surface Deformations	10	10	
	(iii) Surface Bleeding	2		
	(iv) Cleanliness of surfaces	8	10	
2	Drainage (as per clause 1907, 1908 & 1909 of the Specifications)	20	30	As and when required.
	(i) Side drain clearance	8	10	
	(ii) Cross drainage	10	5	

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3	(iii) Surface drainage including causeway	2	15	As and when required.
	Shoulders & Edges (as per clause 1902, 1903 & 1915 of the Specifications)	30	40	
	(i) Shrubs, Bushes & Grass Clearance	5	7	
	(ii) Cleaning and dressing of <i>Patree</i> including minor slip clearance and making of <i>Pankata</i>	20	25	
	(iii) Maintenance of Edges	5	8	
4	Road Safety (as per clause 1910, 1911 & 12 of the Specifications)	10	10	Maintenance as and when required including Whitewashing & Repairing twice in a year
	(i) Maintenance of Parapet, edge stone and guard rails	5	5	
	(ii) White washing of edge stones, parapets and tree trunks	3	3	
	(iii) Maintenance of Kilometer, Hectometer stone and signage	2	2	
5	Emergency Maintenance			As per the directions of Engineer In-charge
	(i) Clearance of major slips			
	(ii) Opening of the road where the width is shortened due to rains and slips			

(vii) Appendix 11.3, *ibid.* covers the special problems of Road Maintenance in Heavy Rainfall / Snow fall areas.

(viii) Appendix 11.4, *ibid.* explains the nature of duties in maintenance of shoulders, drainage structures and causeways.

5. The Site is located in District- Rudraprayag

[Cl.1.1]

6. The Start Date shall be 07 days after the date of issue of the Notice to Proceed with the work.

[Cl.1.1]

7. (a) The name and identification number of the Contract is : UT-10-39/XVI [Cl.1.1]

(b) The Works consist of following specification as the case may be either stage-I.

stage-II, stage-I&II .

[Cl.1.1]

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

Clause Reference

(A) Road Works

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

(B) CD Works including bridges

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

(C) Maintenance and Other Items

As required to fulfill all the contractual obligations as per the Bid documents.

8. Section completion is NA [Cl 2.2]
9. The following documents also form part of the Contract: [Cl.2.3(11)]
- (1) Letter of Acceptance;
 - (2) Notice to proceed with the works;
 - (3) Contractor's Bid;
 - (4) Contract Data;
 - (5) Special Conditions of Contract;
 - (6) General Conditions of Contract;
 - (7) Specifications;
 - (8) Drawings;
 - (9) Bill of Quantities; and

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Any other document listed in the Contract Data as forming part of the contract.

10. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
 (b) The language of the Contract documents is English [Cl.3.1]
11. The Schedule of Other Contractors will be provided by the Engineer. [Cl.8.1]
- 12 A. The Technical Personnel for construction work are: [Cl.9.2]
 The Number of Technical personnel, Qualifications and Experience will be as follows :

A. The Technical Personnel are:
 [Cl. 9.2 of General Conditions of Contract]

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering	01	02 Years
B. Diploma Holder in Civil Engineering	02	05 Years
C. Others (Specify)		

B. For field testing laboratory :

S. No.	Position	Qualification	No.	Experience in Lab Works
1-	Supervis or	10+2 With Science	1	1 year

B. For Performance Based maintenance

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering	01	01 Years
B. Diploma Holder in Civil Engineering	01	05 Years

13(a)&13(b) Amount and deductible for insurance are: [Cl. 13.1] [Cl. 13.3 (a)]

S. No.	Item	Minimum cover for insurance	Maximum deductible for insurance
1.	Works, Plants & Materials	Equal to contract amount	0.50% of contract amount
2.	Loss or damage to Equipment	10% of contract amount	0.25% of contract amount
3.	Other properties	5% of contract amount	0.25% of contract amount
4.	Personal injury or death	10.00 lacks	- -

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CONTRACTOR	insurance		
	a. For other people		
	b. For contractor's employees & labors.	In accordance with statutory requirement applicable to India	

14. Site investigation report:- NA [Cl.14.1]

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

For Construction of Road

Name of the Equipment	Quantity
Hydraulic Excavator	1
Air Concrete Mixer	1
Concrete Mixer	1
Concrete Vibrator	1
Tipper	2
Water Tanker	3
Tractor	3
Road Roller	2
Air compressor	2
Min Hot Mix Plant/Mixol	1
batteries	1

[Cl. 16.2]

16. (a) Competent authorities are:: [Cl. 24.1]
Superintending Engineer concerned for agreement amount having construction cost upto 2.5 Crore.
Zonal Chief Engineer PMGSY with full powers .

17. (a) The period for submission of the programme for approval of Engineer [Cl.26.1] shall be 15 days from the issue of Letter of Acceptance.

(b) The updated programme shall be submitted at interval of 60 days. [Cl. 26.3]

(c) The amount to be withheld for late submission of an updated programme shall be Rs. 2 lakhs. [Cl. 26.3]

18. The key equipments for field laboratory shall be:

List of Equipment for PMGSY at Field Laboratory**For For Construction of Road**

- 1-Sieves-
125mm, 90mm, 63mm, 53mm, 45mm, 26.50mm, 22.40mm, 13.20mm, 11.20mm, 5.60mm, 2.80mm, 2.36mm, 180 micron, 90 micron and 75 micron.
- 2- Sand Poring Cylinder with tray Complete for field density Test.
- 3- Core Cutter (10 cm Dia). 10 cm/5 cm height complete with dolly and hammer.
- 3- Speedy moisture meter complete with chemicals
- 4- Straight Edges
- 5- Liquid Limit and Plastic Limit testing apparatus
- 6- Gas Burner, sand bath
- 7- Camber/Super elevation Board
- 8- Electronic/digital balance 1 kg with the least count of kg
- 9- Electronic/digital balance 15 kg

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- 10- Pan Balance with weight box 5 kg
 11- Oven (100°C), thermostatically controlled
 12- Enamelled tray
 13- Measuring tape, spatula, spirit levels, glassware, porcelain dish, Pestle mortar
 14- Aggregate Impact Test Apparatus
 15- flakiness Gauge
 16- Up pal's Syringe for Plasticity Index
 17- Digital thermometers
 18- Water Tub (ambient to 100°C)
 19- Bitumen extraction apparatus
 20- Slump Cone
 21- Cube Moulds
 22- Core Cutting Machine
 23- Auto Level, Level Machine
 24- Ghat Tracer
 25- Vernier Caliper
 26- Screw Gauge
 27- Steel Tape 30 mm

[Cl. 31.1a]

19. The authorized person to make payments is PIU

[Cl.39.2]

19.a Clause 41.1 of GCC shall be replaced as per following:-

The rates quoted by the Contractor shall be deemed to be exclusive of the Goods and Services Tax (GST) and all taxes falling within preview of GST-Act 2017 but including labour cess, other levies, duties, royalties, cess, toll, taxes of local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source, payment of GST and required deductions in this reference will be made as per applicable law. (Cl.41.1)

19.b Clause 43.2 & 43.4 of GCC shall be replaced as per following:-

43.2 On the satisfactory completion of the whole of the construction work, half the total amount retained as security deposit is repaid to the Contractor, one-fourth of the total amount retained as security deposit is repaid to the Contractor at the end of 2nd year (at the end of 1st year in Stage-I works) after completion of the construction work and balance of the amount retained as security deposit is repaid to the Contractor at the end of 3rd year (at the end of 2nd year in Stage-I works) after completion of the construction work subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected. (Cl.43.2)

43.4 The Performance Security equal to five percent of the Contract Price as detailed in Clause 46 of Conditions of Contract is repaid to the Contractor when the period of Five years (Two years in Stage-I works) fixed for Performance Based Maintenance is over and the Engineer has certified that the Contractor has satisfactorily carried out the Performance Based Maintenance of the works.

If the Performance Based Maintenance part of the contract is not carried out by the Contractor as per this Contract, the Employer will be free to get the Performance Based Maintenance work carried out from another source and the amount required for this work will be recovered from the amount of Performance Security available

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~~With the Employer and/or from any amounts of the Contractor whatever is due along with additional 20 percent amount as penalty. (Cl. 43.4)~~

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20. (a) Milestones to be achieved during the contract period
- (1) 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction
 - (2) 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction
 - (3) 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of construction
- (b) Amount of liquidated damages for delay in completion of works
- | | |
|--|---|
| | For Whole of work |
| | 1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week. |
- (c) Maximum limit of liquidated damages for delay in completion of work.
- | | |
|--|--|
| | 10 per cent of the Initial Contract Price rounded off to the nearest thousand. |
| | [Cl.44.1] |
21. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents, or Fixed Deposit Receipt from a scheduled Commercial bank. [Cl. 46.1]
22. (a) The Schedule of Operating and Maintenance Manuals 30 Days after the completion of work. [Cl.51.1]
- (b) The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.51.1]
23. The amount to be withheld for failing to supply "as-built" drawings by the date required is 1% of the construction amount of the contract price but in any case not less than Rs. 2 Lakhs. [Cl.51.2]
24. (a) The period for setting up a field laboratory with the prescribed equipment is 30 days from the date of notice to start work [Cl.52.2 (i)]
- (b) The following events shall also be fundamental breach of Contract : [Cl.52.2 (k)]
 "The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract

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25. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 percent.

[Cl.53.1(i)]

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CONTRACTOR Appendix to Part I General Conditions of Contract

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

- (a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) **Maternity Benefit Act 1961:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- (g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

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CONTRACTOR (h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

(i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

(j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

(l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

(n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

(o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and

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...prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

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Section 4

Conditions of Contract

Part – II Special Conditions of Contract

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

1. Availability of Drawings & DPR

DPR & Drawings and other documents of the related work can be seen in the office of executive engineer as mentioned in point no. 2 of contract data.

2. Language of Contract & Correspondence:

In reference to clause no. 3.1 of GCC language of the contract is English but correspondence made in Hindi shall be acceptable to both the parties.

3. Contractor or his representative to be at site :-

The contractor or of his representative will always remain at site of work to receive & acknowledge orders and instructions given at site by the Engineer-in-Charge / inspecting officers verbally or in writing in the Site Order Book. The contractor will intimate in writing the name of the person who will be his authorized representative. In case the contractor or his authorized representative is not at site, order and instructions noted in the site orders book shall be deemed to have been acknowledged by the contractor, and corrective action shall be taken by the contractor as per clause 32.2 of GCC.

4. Site Order Book :-

- (a) A Site Order Book will be maintained from the start of the work by the Junior Engineer / AAE All instructions and order given to the contractor shall be written in this book or be sent in writing. The contractor will note the instructions and sign on the Site Order Book to acknowledge the instructions. The Contractor can ask for a copy of the instructions given to him on the Site Order Book and it will be supplied to him by the Engineer-in-charge. Compliance of the instructions shall also be recorded by the contractor or his representative, in the Site Order Book.
- (b) The Site Order Book shall be readily available at site and It will be in the custody of the Junior Engineer / AAE and safe custody of this Site Order Book will be his responsibility.

5. As per clause 31.1 of GCC contractor will provide a lab and site office adjoining the road having minimum area of 14 sqm and 10 sqm, respectively as per drawings given by the Engineer-in-Charge (Schematic Diagram is here by enclosed, which may be modified by Engineer-in-Charge as per site Conditions). This structure shall be made of steel frame

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with CGI sheeting (not less than 20 gauge) in the wall and roof. Lab shall be established in middle one third of the road length where suitable land is available. This structure shall be handed-over by the contractor to the department after the DLP period without any cost compensation as its cost is included in the overhead charges. In stage-I works till the suitable site for Lab & Site Office is reached till then the lab & site office shall be established in rental building available in the vicinity.

6. All the MORD clauses referred in Schedule-B are based on MORD specification 2002 however in case of any change in specification latest MORD specification shall take precedence. In case of conflict in Specification (i.e. IRC, IS and BOQ Description) or in clarification of Specification the order of precedence shall be IRC, IS and BOQ Specification.

7. All the work of hill road cutting and muck disposal as Lump-Sum job shall be carried out as per MORD detailed specification & as per following conditions in addition to conditions of contract.

SPECIAL CONDITIONS FOR HILL ROADS CUTTING AND MUCK DISPOSAL IN LUMP-SUM JOB

7.1 Important items of works included in the lump sum tendered rate are :-

- (a) Making of the road, as per drawings including filling up depressions, for achieving the desired surface as per specified Plan & L- Section and (to be determined by the Engineer-in-Charge to suit the Plan and the L- Section of the road) proper cross slopes and super elevation shall be given as directed by the Engineer-in-Charge.
- (b) Dressing of road surface as per direction of Engineer-in-Charge of the work shall also be deemed to be the part of the work of excavation for making road, and no extra payment shall be made for this item of work. Road surface shall be fairly dressed so as to remove all stones lying on the surface. It shall present no bump or depression and shall have longitudinal grades as specified in drawings and inward cross slope toward hill side of 1:40 in straight reaches and super elevation as per design or as directed by the Engineer-in-Charge on curves. The outer edges of the road shall be dressed neatly on regular curves or in straight lines as per the Plans. Construction of unhindered continuous trapezoidal shape (as per IRC SP 20-2002 figure 6.2c) drain 0.60 m wide & 0.40 m to 0.60 m deep, as per requirements along the hill side in all type of soils and rocks met at the site. No length of hill side cutting shall be accepted without construction of kachcha drain as mentioned above.

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- (c) Muck i.e excess material obtained from hill side cutting / Slips during construction period will be disposed off at identified dumping places, by the contractor.
- (d) If the contractor has to cart muck in compliance of forest conservation act 1980 then he will have to prepare the muck disposal site to the satisfaction of Engineer-in-Charges, at pre determined places in such a way that muck, which is disposed there, remains stable and is not detrimental to environment and is up to the satisfaction of statutory authorities. Such site should be prepared by contractor in such a way that it is easy to assess the quantity of muck disposed there by marking levels/ making levels pillars as per direction of engineer-in-charge prior to muck disposal to facilitate the ground levels recorded.
- (e) The cost of preparation of muck disposal ground including cost of required coolie walling is deemed to be included in lump-sum cost of the contract. Preparation of plan for muck disposal site including muck retaining structures must be submitted by contractor as per provision of items in contract in general (i.e. wire creates/gabion structure) within 10 days or earlier from the date of direction given by engineer-in-charge. After submission of the Plan, Design and Drawing of structure required for muck disposal, Engineer-in-Charge will check it for the Safety & Environmental aspects and approve the same if found correct. If any correction in Plan, Design and Drawing is required Engineer-in-Charge will ask the contractor for required correction by mentioning the reason for required correction. The cost of these retaining structure (excluding coolie wall) shall be paid to the contractor as per relevant item rate tendered by him in his bid. All structures must be safe to bear the load of muck disposed. Contractor shall be responsible for scientific and safe muck disposal to the satisfaction of concerned statutory authorities.
- (f) Contractor may arrange another muck disposal sites other than departmental muck disposal sites, but in such case he will have to bear the cost of such alternate sites and seek permission from statutory authorities.
- (g) If the contractor uses the material obtained from cutting in the same work he will have to get approval from engineer-in-charge. In such case royalty to the government shall be deducted as per current prevailing rules.
- (h) Contractor shall follow rules and regulations and acts as per forest conservation act. If any action is taken by any authority for not following forest conservation act, contractor shall be solely responsible for the same.
- (i) No overhang of rock over the formation width shall be allowed unless written permission is obtained from the Engineer-in -Charge.

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7.2 Job Pillars Level Pillars and Back cutting Pillars :-

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 (i) To facilitate as guidance, Job Pillars, Back Cutting Pillars and Level Pillars are provided by department. Contractor should immediately check it with plan and any inconsistency with plan

must be reported to Engineer-in-Charge in writing, otherwise no claim on this account shall be entertained.

(ii) These shall be fixed at site for work at suitable intervals for references and guidance of the contractor. In case where they are not found to tally with the drawings attached to the contract bond, the drawing will form the bases and necessary change will be made in its position by the contractor. No claim shall be entertained on this account, other than mentioned point no. 9.2 (i) above.

(iii) Before commencing the work the contractor shall take charge of all Job Pillars, Level Pillars or Reference Pegs and Back Pillars from the Junior Engineer-in-Charge. He will be responsible for keeping them intact till the completion of the work, in case any of these Pillars are disturbed the contractor shall immediately inform Engineer-in-Charge in writing and the pillar shall be constructed by the contractor immediately as per direction of Engineer-in-Charge.

(iv) No cutting work shall start without Job Pillars Level and Back Cutting Pillars. If the contractor has started the hillside cutting without formally talking over the Job Pillars, Level Pillars and back cutting Pillars from the Department, it shall be deemed that contractor has taken over all such Pillars and will be held responsible for their upkeep, during construction till the completion of the work.

7.3 JOB LENGTH

The length of which the items of lump-sum hill side cutting holds good is mentioned in Schedule 'B' / BOQ which shall be deemed to be that marked at site between Job Pillars. Any variation in length of job on actual cutting shall not affect the amount of lump-sum payment for hill side cutting.

7.4 Change in Alignment-

If due to any reason it is found necessary to change the alignment the contractor will be informed about it in writing and he shall not carry out further work on the original alignment. The contractor will however have the option to abandon the work in such a situation. When the contractor does so he will be paid for the completed length measured along the centre line of the road from one end of the job.

The Engineer-in-Charge may make minor alteration in the existing alignment and gradient in parts for the betterment of the Road. Such changes will not entitle the contractor for extra payment. If the Contractor has any objections to such change, he should get the matter settled by the authority entitled for alignment approval (i.e. Superintending Engineer) in writing before taking up work in such portions. Once the work has been started in the changed situation, no claim of the contractor shall be entertained.

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7.5 Method of Intermediate Payment i.e. Running Bill.

(a) Contractor shall start the work from one end of the job, which will be specified by the Engineer-in-charge.

(b). Running bill will be paid for minimum 100 m. length completed as per requirements of the drawing in the proportion which the tendered cost bear to estimated amount for the length. The details of these calculations will be attached with the bill by the Junior Engineer with a certificate of completions as per approved drawings of the length being paid for. However in case of minor defects being left by the contractor in any reach, the Engineer-in-Charge may pay a Running Bill at such a reduced rate as in his opinion will meet the cost of their specification with minimum double the current schedule rates. Such defects will be entered in the MB. Running bills against hill cutting works shall not be more than 70% of Lump-sum cutting amount.

(c). Walling shall not be allowed to achieve the width of the road in portions where wall is not shown in the drawing, other wise payment for the length shall not be made in which walling has been done in such portions. The method for calculating amount to be paid to contractor for the completed length will be as follows. The amount to be paid for completed length "A" = (Amount of cutting of completed khuties in technically sanctioned estimate X contracted amount of Lump-sum job) / estimated amount of cutting of job as per technically sanctioned estimated estimate. The amount to be paid for partially completed length "B" = for the length which has not been completed, as per requirement of drawing, the quantity of the work done shall be arrived at by measuring the quantity of work left to be done. (soil/rock being classified as existing at site), and subtracting it from the estimated quantity of work that was required to be in that length. The amount paid to contractor shall be = A+B, subject to maximum 70% of cost of cutting.

7.6 Method of Finalization of Hill Side Cutting in Contract

When contractor has finished cutting as per Plan and L-Sections in full length, he will request Engineer-in-Charge in writing and Engineer-in-Charge to ascertain the truthfulness of contractor's claim within 15 days by comparing with proposed Cut Plan. If he is satisfied with the work he will ask the contractor to submit the Plane Table for actual Cut Plan. In general no defect or shortage in designed width shown in a Plan shall be acceptable, however in exceptional cases where it is not possible to achieve the designed width due to unavoidable Geographical & Geological reasons tolerance as permitted wide letter no. P-17035/01/2007-Tech dated 30-09-2010 issued by J.S/D.G NRRDA may be allowed with written approval of appropriate authority not less than the rank of Superintending Engineer with due deduction for lesser execution of the quantities.

7.7 Method of Finalization of Job Left Incomplete

The Finalisation of Hill Side Cutting shall as per Clause 52 & 53 of SBD Section 4 (Part-I)- General Condition of Contract

7.8 Damage to Life and Property:-

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During the course of construction the contractor shall take all necessary precautions to avoid damages to life and property failing which he shall be responsible for payment of compensation to the person / persons concerned.

(ii) In case of damages to property, (i.e. bridle paths, foot tracks, irrigation or water carrying channels, pipelines or electric lines, electric pole, Private & Public properties etc.) which are unavoidable, the contractor shall inform the Engineer-in-Charge in writing well in advance before executing the work in that portion. In case Engineer-in-Charge agrees with it, he will make record of it in the Site Order Book and also inform to the next higher authority in writing about it for disposal of compensation claim at the cost of the department.

(iii) It will be the responsibility of the contractor to ensure that traffic on other roads which exist in the vicinity of the road under construction, make it safe and keep open to traffic. Contractor shall take adequate precautions to warn traffic where necessary during day or night to avoid damage to Private & Public property and life. Contractor shall be solely responsible to pay compensation on account of any accident.

(iv) Contractor will also take every precaution to protect agricultural fields and crops during construction. However, in case of unavoidable damage to fields, crops and trees etc. occurring during Performance Based working the compensation shall also be paid by the department after verification by the Revenue / Horticulture Department, But before such activity contractor shall inform the Engineer-in-Charge in writing about the probable numbers & variety of trees / orchard likely to be damaged and In case Engineer-in-Charge agrees with it, he will make record of it in the Site Order Book and also inform to the next higher authority in writing compensation claim at the cost of the department.

7.9 Masonry Work :-

The construction of Scuppers, Retaining Walls and Breast Walls shall commence in the lengths where cutting is completed and passed by the Engineer-in-Charge. Non compliance of this condition will render contractor liable for non payment for such masonry work even if provided in the drawing, The work shall not be started unless about 50% of stones required for the work are collected at site of work and foundation have been inspected and approved by the Junior Engineer-in-Charge up to height of 4 meters and by Assistant Engineer-in-Charge beyond 4 meter height and record of it is made in the Site Order Book by him and signed by the contractor. The contractor shall make separate stock of all stones proposed to be used as Bond Stones and get them approved, after white washing their ends, by the Engineer-in-Charge, the approval shall be recorded in the Site Order Book. Cement concrete bond stone may be used by the contractor at no extra cost.

(a) Scuppers:-

These shall be constructed as per Standard Design and as shown in the drawings attached to the bond or as directed by the Engineer-in-Charge.

(b) Retaining and Breast walls :-

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- (i) Walls should be constructed as provided in the plan or as directed by the Engineer-in-Charge. Additional walls may be constructed of those provided in the plan or may be deleted as per direction of the Engineer-in-Charge in writing on Site Order Book. Work on any wall, even when it is provided in the plans should only be started after the order of the Engineer-in-Charge has been obtained in writing on the Site Order Book. Masonry of Retaining Walls of lesser height than 4 m will only be started after the foundation has been inspected and passed by the Junior Engineer and noted in the Site Order Book. In case of walls greater than 4 m height, masonry work will only be started after the foundation have been checked and passed by the Assistant Engineer.
- (c) All curves and bends, culverts, scuppers, retaining walls, breast walls and other structures should be made carefully as per plans and required levels.

7.10 **Safe use of explosives :-** If the Contractor is using explosives for cutting of very hard rocks if required, he will arrange for required licence and shall comply all rules and regulations including deployment of skilled persons for safe storage and use of explosives.

7.11- Lump Sump Rates of hill side cutting and muck disposal includes cost of cutting as per given plan and L-section and muck disposal as per above including cost of all labour T&P required taxes, royalty etc. as per prevailing rules.

8- Maintenance

8.1 During the maintenance of the road minor and major slip shall be defined as per follows

(a) **Minor Slip:** - Minor Slips are those slips by which road is not closed for light vehicles.

(b) **Major Slip:** - Major Slips are those slips by which road is closed for light vehicles.

8.2 If the Minor/ major slip could not be removed completely because of stability or any other unavoidable reason during rainy season, this will be duty of the maintenance contractor under general maintenance of drain to provide un - obstructed drain from outer face of the slip for free flow of drainage in such a way it does not damage the road.

8.3 The State Government may refer to Clause 34 of GCC and add here the procedure that it would like to adopt for assessing the performance of the Contractor in execution of works / activities relating to Performance Based Maintenance for two years post construction

Clause 34, 38.2 & 39 of GCC:-

(a) Payment routine maintenance will be performance based. For certification of payment of routine maintenance, the engineer shall determine whether the contractor has actually achieved compliance to the service quality level (and other requirements) specified in scope of work, with reference to 100 points (hundred points) performance indexes assigned to various maintenance activities as given in the contract data of GCC and the engineer shall certify the amount to be paid to the contractor.

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If contractor has not executed the maintenance work properly under clause 32 of these to the required standard and performance index is 60 points or below no payment will be released for that period even if such maintenance is attended in subsequent month. If performance index is in between 61 to 80 points proportionate payment in % equal to the obtained point reduced by a factor of 0.80 shall be applied for the payment. If performance index is between 81 to 100, proportionate payment in % equal to the obtained point shall be made for the maintenance works due in the particular month. If performance index is 100 points full payment at the approved rate, shall be released.

(b) For performance evaluation and payment of routine maintenance individual road shall be the unit. No payment shall be made for part maintenance of a road.

9. Emergency maintenance:-

9.1 Quantities of items mentioned in this section (Emergency maintenance) are fixed and no variation in on higher side shall be permitted within the scope of this contract Bond.

9.2 As per the site condition if the higher quantities are required to be executed, executive engineer may order with due information to the concerned District Magistrate and higher authorities. Payment of this excess execution of quantities shall be made with due financial sanction from the appropriate authority.

9.3 If no emergency situation occurs, this item of works shall not be executed and in such case no penalty shall be imposed on the contractor for non execution of these items.

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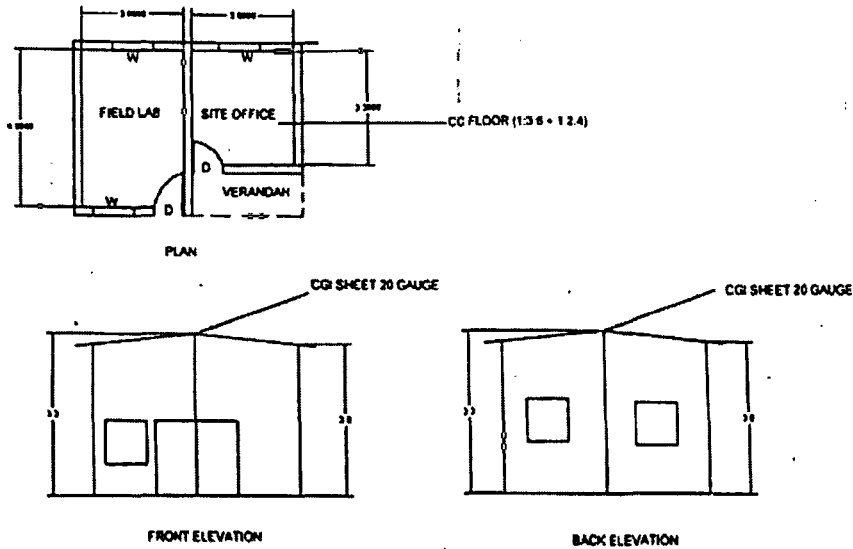
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Schematic Diagram for Field Laboratory and Site Office



ALL DIMENSIONS ARE IN METERS.
NOT TO SCALE.

Special Conditions of Contract for ensuring implementation of ECoP provisions mandated for the Contractor

The Contractor will abide by the environmental, occupational health and safety (EHS) measures listed in the tables given below. Adverse impact/s on the environment caused due to non-adherence of legal and/or EHS requirements during preparation and execution of civil works shall be made good at the Contractor's own expenses. The Environmental Codes of Practice (ECoP) from which these conditions have been derived/listed is available with the SRRDA, concerned PIU and is also available on the NRRDA website (www.pmgysy.nic.in) for the Contractor's reference.

S.No.	Contract Condition	References*
1.	Prior to construction commencement, the Contractor shall designate a senior member of his team who shall be responsible for implementation of ECoP provisions and will coordinate its over-all implementation activities across all road/s in the contract. The name and contact details of the designated member shall be	

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CONTRACTOR

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Standard Bidding Document for PMGSY

CONTRACTOR

S.No.	Contract Condition	References*
	communicated to the Engineer in writing.	
2.	Immediately after mobilization and along with the Work Programme, the Contractor shall submit a plan including method statement and timeline about specific actions that will be taken by him to implement the provisions laid out in the ECoPs.	
2.	<p>Prior to construction commencement, The Contractor shall obtain all requisite statutory clearances prior to commencement of civil works for setting-up construction camp including labor camp; plants and equipment; borrow areas and quarry including blasting operations and abide by all conditions laid out in the said clearances. This includes:</p> <ul style="list-style-type: none"> ▪ Consents for establishment and operation of plants from State Pollution Control Board ▪ PUC certification for all vehicles/equipment used for construction ▪ Permission/consent of the District Administration/Mining Department/other agencies for quarrying operations ▪ Authorization for storage and transportation of explosive material. 	<ul style="list-style-type: none"> ▪ ECoP 1.0 ▪ ECoP 2.0 ▪ ECoP 13.0
3.	<p>The Contractor shall consult and obtain written consents of landowners (individual/panchayat/govt. agency) for temporary use of land for all construction related activities including</p> <p>(a) setting-up and operation of construction and labour camps; (b) borrow areas and (c) disposal of debris and other waste material, as per EcoP provisions.</p>	<ul style="list-style-type: none"> ▪ ECoP 3.0 ▪ ECoP 5.0 ▪ ECoP 6.0 ▪ ECoP 10.0 ▪ ECoP 13.0 ▪ ECoP 14.0 ▪ ECoP 20.0
4.	<p>Water for construction and for use at the construction camps (including labour camps) is to be extracted with prior written permission of</p> <p>(a) the individual owner, in case the source is private well/tube well; (b) Gram Panchayat in case the source belongs to community; and (c) Irrigation Department in case the source is an irrigation canal or a river.</p>	<ul style="list-style-type: none"> ▪ ECoP 1.0 ▪ ECoP 8.0
5.	<p>All precautionary measures for prevention of pollution from the entire project site shall be implemented as per the requirements / standards of CPCB, SPCB and ECoPs. Any impacts on the environment caused due to non-adherence of legal and ECoP requirements during the construction activities shall be made good at the Contractor's own expenses.</p>	<ul style="list-style-type: none"> ▪ ECoP 2.0 ▪ ECoP 3.0 ▪ ECoP 5.0 ▪ ECoP 7.0 ▪ ECoP 8.0 ▪ ECoP 10.0 ▪ ECoP 13.0 ▪ ECoP 19.0
6.	<p>All work sites and areas under temporary use (including construction and labour camps, plant sites, borrow areas) shall be restored/ rehabilitated to a better condition (if not at least to its original condition) and to the satisfaction of the Engineer and land</p>	<ul style="list-style-type: none"> ▪ ECoP 3.0 ▪ ECoP 5.0 ▪ ECoP 7.0 ▪ ECoP 10.0

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Standard Bidding Document for PMGSY

S.No	Contract Condition	References
	owner upon completion of construction work by the Contractor.	• ECoP 13.0
7.	All liabilities as per the Contractor's Agreement with the landowners/ local people/gram panchayat (including those related to temporary use of land, water extraction and disposal of debris) shall be settled and certified before demobilization by the Contractor.	<ul style="list-style-type: none"> • ECoP 5.0 • ECoP 8.0 • ECoP 10.0 • ECoP 13.0

The Contractor needs to abide by the environmental, health and safety measures listed in the table below:

S.No	Activity	Measures to be Implemented by the Contractor	Reference
1.	Construction/ Labour Camp	<p>(a) <u>Location</u>: Location of camp site/s shall be as per the stipulations of ECoP 3.0, for which consent of the land owner/local authorities shall be submitted to the Engineer for approval. Construction camp sites (including plant sites, and material stock yards) shall be located (preferably in the downwind direction) at least 500 mts. from the nearest settlement and protected natural habitats (such as National Parks, Sanctuaries, Biosphere Reserves, Reserve Forests, Ramsar Sites etc.).</p> <p>(b) <u>Accommodation</u>: All weather shelter with adequate tenement size shall be provided, as per provisions of ECoP 3.0. If a common mess is not operated, additional space for cooking shall be provided.</p> <p>(c) <u>Fuel for Cooking</u>: The Contractor shall ensure that fuel wood is not used as a cooking medium in the construction/labour camp.</p> <p>(d) <u>Toilet/pit latrine</u>: One toilet for 15-20 persons with minimum two in a workers camp shall be provided. Separate toilet facilities shall be provided for women workers.</p> <p>(e) <u>Bathing/Washing Facilities</u>:</p> <p>(f) <u>Potable water supply</u>: Drinking water supply of at least 40 lpcd with the required supply points shall be provided.</p> <p>(g) <u>Fire Safety</u>: Adequate fire safety precautions shall be taken and the required fire safety equipment (such as fire extinguishers) shall be provided by the Contractor.</p>	ECoP 3.0
2.	Site Clearance	<p>(a) All required precautions/measures to prevent damage to road side vegetation outside the formation cutting and filling areas shall be</p> <p>(b) The non-timber grade trees are to be stacked and possession is to be given to Employer/concerned Govt. Department. These can be used for preparing log barriers with prior permission of the Employer/concerned Govt. Department.</p> <p>(c) The Contractor shall strip, store, preserve and reinstate top soil in work fronts as specified in ECoP 6.0.</p>	ECoP 2.0 ECoP 2.0

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CONTRACTOR	S.No	Measures to be Implemented by the Contractor	Reference
3.	Protection of Properties and Resources	The Contractor shall take due care to protect and prevent damages to the following resources: a. Water supply lines b. Irrigation canals c. Mule and/or foot trail/tracks d. Cultural properties and sites/structures of religious importance e. Houses, Farmlands, Orchards etc. during cutting or debris disposal In case of damages due to construction activities, the restoration/repairs shall be carried out the by the Contractor at his own cost.	<ul style="list-style-type: none"> ▪ ECoP 2.0 ▪ ECoP 15.0
4.	Slope Stability	(a) The Contractor shall ensure that the slope cutting, debris disposal and blasting operations are carried out in a manner that minimises slope instabilities. Due attention shall be given to timing and sequencing of such works to reduce slope failures. (b) Good construction practices as prescribed in the ECoP 10 (such as cut slopes with benches, control surface run-off etc.) will be adopted as per site conditions.	ECoP 9.0
5.	Quarry	(a) The Contractor shall procure material from quarries that have been approved/licensed by the State Govt. A copy of such an approval shall be submitted to the Engineer prior to procuring material. (b) PPE: Personal protective equipments shall be provided to workers as prescribed in ECOP and quarry permit. (c) First-aid: First-aid arrangements shall be maintained at the quarry and crusher site. (e) In the event of Contractor opening a new quarry for the project, the following additional conditions shall apply - <ul style="list-style-type: none"> ▪ <u>Location</u>: Location of quarry site shall be as per the exclusion criteria defined in ECoP 7.0. ▪ <u>Site preparation</u>. Area shall be demarcated as approved in the permit and shall be reconfirmed by the Engineer. Site clearance shall take place only within the demarcated area. Top soil, if any, shall be stripped, stacked and preserved for re-use. ▪ <u>Operation</u>: The quarry shall be operated by adopting/implementing environmental, health and safety measures as specified in the permit conditions and as laid out in ECoP 7.0 ▪ <u>Closing and restoration</u>. In case of Contractor operated quarries, the site shall be provided with proper drainage facilities prior to closure. Restoration shall be done as per the permit conditions. 	ECoP 7.0
6.	Borrow Areas	(a) Identification, operation and rehabilitation of borrow areas shall be done as per stipulations of ECoP 5.0. (b) The Contractor shall not procure any kind of construction material (such as aggregates, sand, earth etc.) from natural habitats.	ECoP 5.0 ECoP 19
7.	Traffic Safety and Management	(a) In areas where traffic is to be diverted during construction, the traffic detour shall be planned and publicized to the local people. Necessary information signage shall be erected to inform the road	ECoP 14.0

CONTRACTOR

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CONTRACTOR

S.No	Activity	Measures to be Implemented by the Contractor	Reference
		(b) Traffic safety arrangements (including provision of warning signage and delineation) shall be made by the Contractor to ensure safety of road users, local people and workers.	
		(c) Material shall be covered during transportation to prevent spillage, accidents and pollution.	
8.	Public and Worker's Safety	(a) All measures required for ensuring safety and health of the workers shall be taken up by the Contractor. This includes provision and enforcement of appropriate personal protective equipment; first aid facilities at camp, plant, quarries and work zones; emergency response; fire, electrical and mechanical safety arrangements.	<ul style="list-style-type: none"> ▪ ECoP 13.0 ▪ ECoP 14.0
		(b) Material safety data sheet record of the fuel and other inflammable chemicals shall be maintained at the site.	
		(c) Explosive materials storage must be away from residential areas, administrative areas or other public areas, the location of the storage must be accepted, approved by relevant authority and comply with existing regulations.	
9.	Air Pollution	(a) Wind barriers or screens shall be provided in the downwind direction at air pollution causing sources like plant sites and fine material storage stock yards.	ECoP 13.0
		(b) All workers operating in the fugitive dust emission areas need to be provided with masks.	
		(c) All plants and equipment shall comply with pollution control norms	
		(d) Water shall be sprinkled at least twice during dry day on haulage roads passing through or near settlements (including at least 100 m before and after the settlement).	
10.	Water pollution	(a) All measures (including temporary silt fencing to control sediment run-off) required for avoiding adverse impacts to water bodies (such as ponds, streams, canals and rivers) and water sources (such as hand pumps and wells) shall be undertaken by the Contractor.	ECoP 11.0
		(b) The Contractor shall ensure that site offices and particularly storage areas for diesel fuel and bitumen are not located within 200 meters of watercourses, and are operated so that no pollutants enter watercourses, either overland or through groundwater seepage, especially during periods of rain.	
		(c) Storage of fuel, chemicals, cement, bitumen etc. shall be done in a manner (such as impervious layer on bottom and a covered shed on top) that does not contaminate ground and surface water.	
11.	Noise Pollution	(a) All noise causing activities within 1km radius of settlements shall be stopped during night time (9:00 PM to 6:00 AM).	ECoP 14.0
		(b) Ear plugs shall be provided to the labour facing risk from high noise pollution (such as plant sites, blasting zones and generators) in the construction zone.	
12.	Site Restoration/	(a) At the completion of the construction work, all construction camp facilities shall be dismantled and removed from the site and the	

CONTRACTOR

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Standard Bidding Document for PMGSY

CONTRACTOR	Activity	Measures to be Implemented by the Contractor	Reference
	Closure and Disposal of Debris/ Wastes	whole site restored to a similar condition to that prior to the commencement of the works and obtain a written consent from the owner of the land.	ECoP 10.0
		(b) All debris and spoils generated during construction works are to be reused to the extent feasible (technically and economically). Residual debris and spoils, if any, shall be disposed in locations approved by the Engineer in a manner that it does not contaminate the environment.	
		(c) Location of Debris Disposal Sites: Debris disposal sites shall be selected as per the exclusion criteria prescribed in ECoP 10.	
		(d) Site preparation and disposal method: Site will be prepared by stripping and storage of top-soil and construction of barriers (as necessary). Disposal needs to be done through benching of material and appropriate level of compaction to prevent instability of the mass disposed.	
		(e) Closure: Disposal sites shall be properly dressed with top-soil re-laid on the site surface; drainage provision to divert run-off water away from the site and; vegetation (grass/shrub) plantation	
		(f) Soak pits and septic tanks shall be covered and effectively sealed off. All other wastes shall be collected and disposed as per the provisions of ECoP 10.0.	

The following activities, but not limited to, are prohibited on, along or near the project site:

- (1) Any activity which is hazardous for human life.
- (2) Any activity which is hazardous for environment.

Section 5

Specifications

Note: The following are the guidelines for framing the specifications and, therefore, will not be part of the contract. These should be excluded from the bidding document.

A. The MoRD Specifications for Rural Roads published by the IRC (1st Revision) shall apply.

B. For items not covered in the MoRD Specifications, the Ministry of Road Transport & Highways (MoRTH) Specifications for Road and Bridge Works (5th Revision) shall be followed.

C. Particular specifications:-

For items whose specifications given in MoRD Specifications or in MoRTH specifications for road and bridge works need changes partly or wholly due to local

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B1 Standard Bidding Document for PMGSY

CONTRACTOR

conditions, the respective clauses are to be suitably modified to the extent felt necessary giving clause wise description of modifications under this head.

(i) MoRD Specifications (1st Revision)

Clauses Nil

(ii) MoRTH Specifications for Road & Bridge Works (5th Revision)

Clauses Nil

D. For purposes of quality control, the MoRD Specifications for Rural Roads (1st Revision) and those covered by the Quality Assurance Handbook of the NRRDA shall apply.

REVISION

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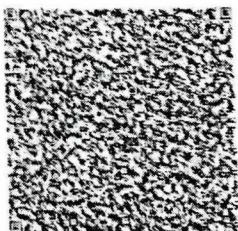
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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK85085781554311Q
Certificate Issued Date	: 05-Oct-2018 02:28 PM
Account Reference	: NONJGC (SVY) uk1203304/ DEHRADUN-UK-DH
Unique Doc Reference	: SUBIN UKLIX120330472817420784615Q
Purchased by	: MS VIJAY BUILDERS
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MS VIJAY BUILDERS
Second Party	: NA
Stamp Duty Paid By	: MS VIJAY BUILDERS
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)



ADMITTED
 PRADIP KUMAR
 STATE ENGINEER
 CHIEF ENGINEER, DEHRADUN

Please write or type below this line

B

CONTRACTOR

353

S.E. URRDA

Notary Attn

Notary Public, State of Uttarakhand, Dehradun, District Dehradun, India. The stamp is valid for use in the State of Uttarakhand only. The stamp is not valid for use in any other State of India. The stamp is not valid for use in any other country.

GSTIN No. 05AADFV2488E1Z6

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Vijay Builders

Undertaking

1. All the deductions of Royalty, GST, Income Tax etc. will be made as per various instructions issued from Centre/State Govt. In case of any change in rates will be made by the Centre/State Govt., firm is agree to pay as per revised rates.
2. As per instructions of State Govt., stamp duty of Rs. 100/- is being submitted for agreement. In case of any change by the State Govt., firm will be responsible to pay the additional cost.

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[Signature]
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HEAD OFFICE : "Hotel Vijay Palace" Kedamath Road, Tiwara, Rudraprayag, Uttarakhand (INDIA)

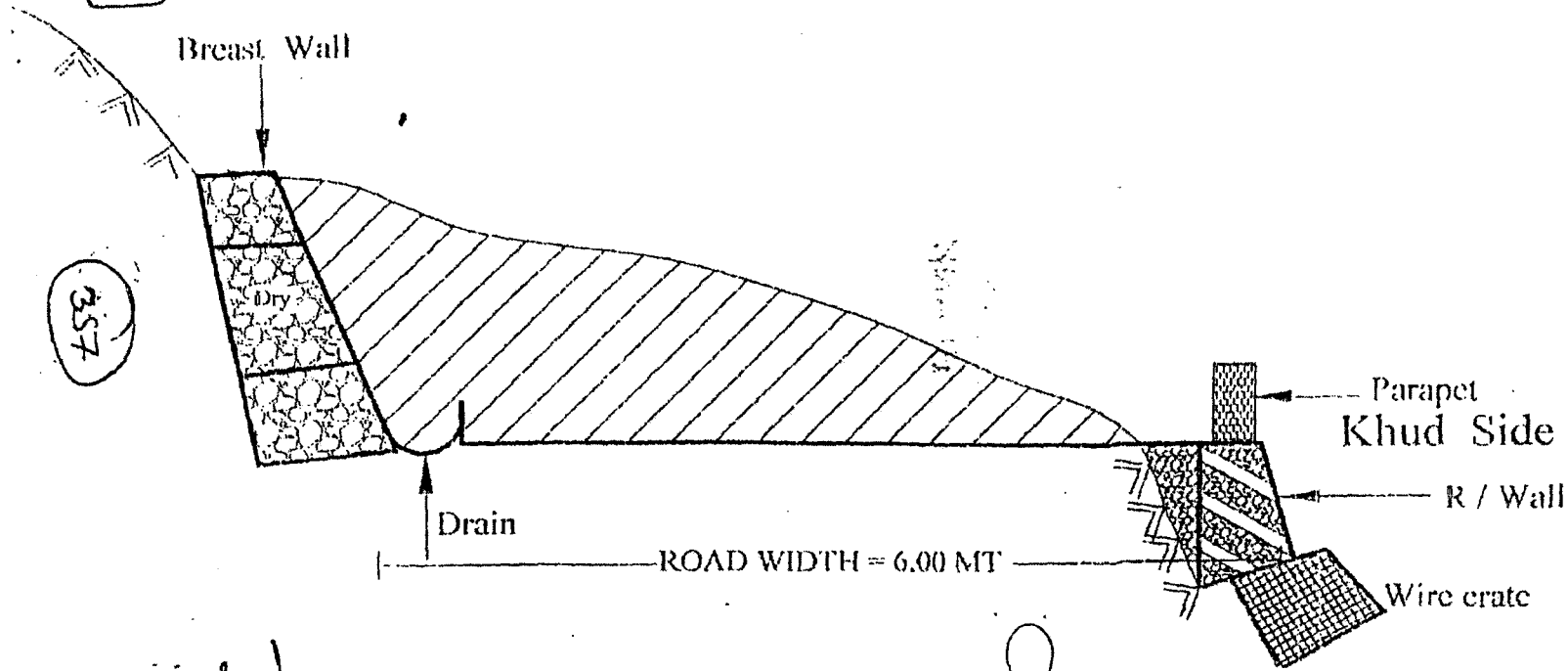
Mobile : +91 94121 17446, 9690079309 Email : thevijaybuilders@gmail.com

CONTRACTOR

PRADHAN MANTRI GRAM SADAK YOJNA (PMGSY)
TYPICAL CROSS SECTION OF HILL ROAD

HILL SIDE

CONTRACTOR



S.E.
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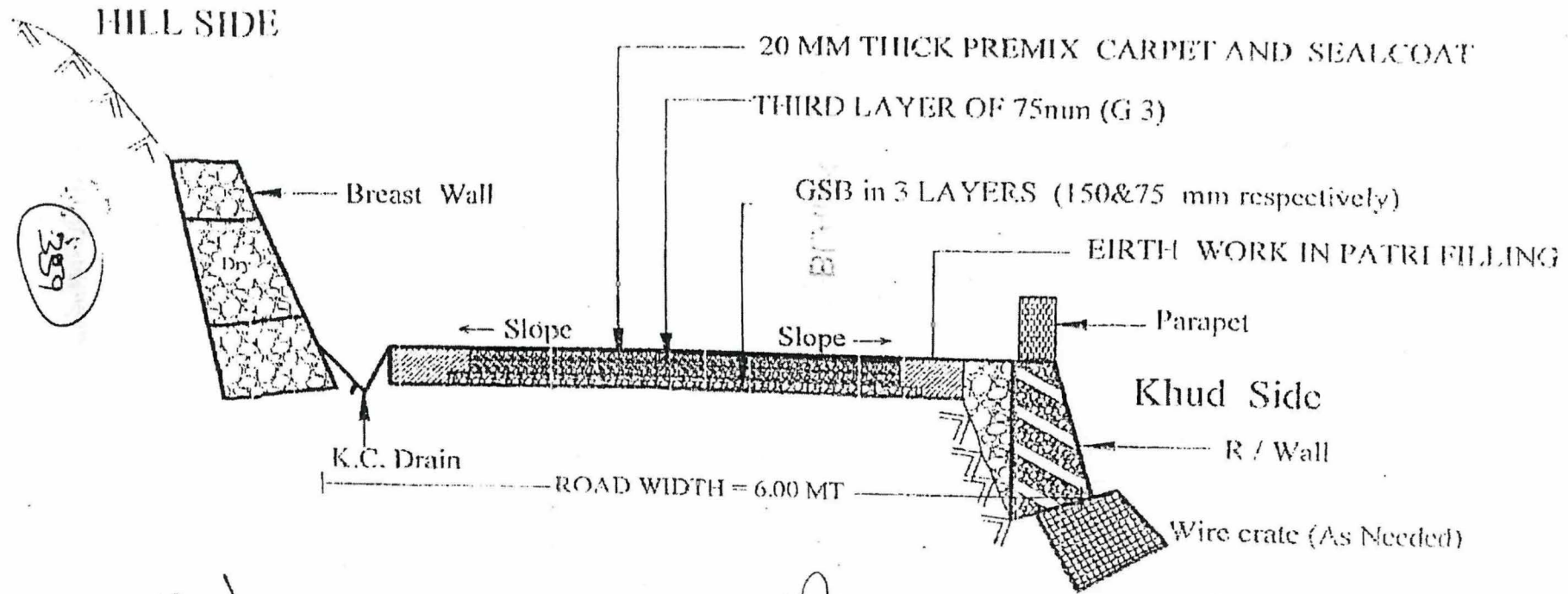
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(SE)

सहायक अभियंता
पीएमजीग्रामसड़क (सिमेंट)
जयपुरी-सदर

CONTRACTOR

CONTRACTOR

PRADHAN MANTRI GRAM SADAK YOJNA (PMGSY) TYPICAL CROSS SECTION OF HILL ROAD



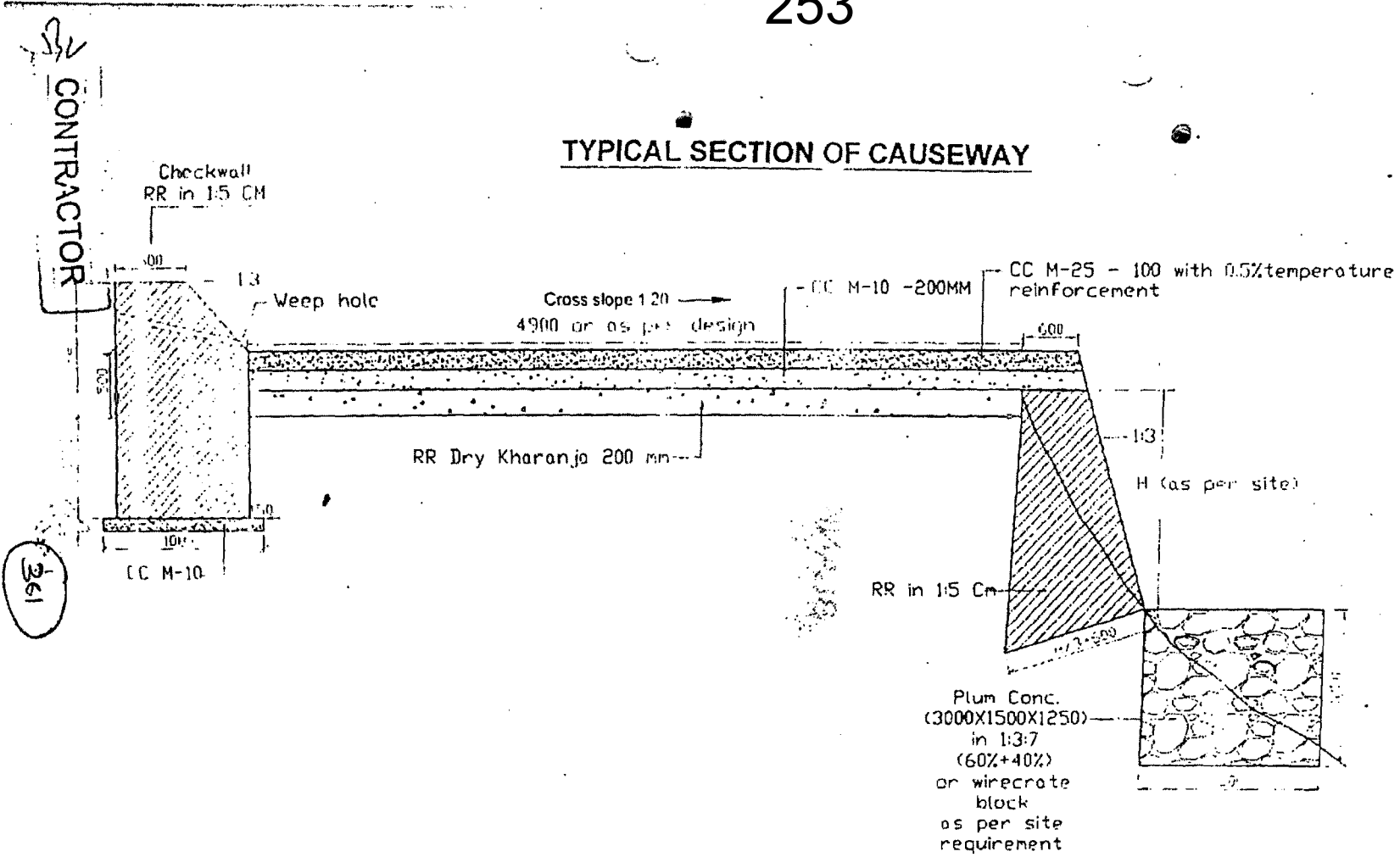
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URRDA

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सहायक अभियंता
पीएमजीग्रामोद्योग (शिवदंड)
जबोली-सदरगाव

TYPICAL SECTION OF CAUSEWAY



CONTRACTOR

Approved By
 C.E Level-I
 P.W.D. Uttarakhand
 Dehradun
 Date : 10-04-2008

सहायक अभियंता
 पी.एम.जी.एन.वा. (सि.वा.)
 जयपुरी-सम.प.प.

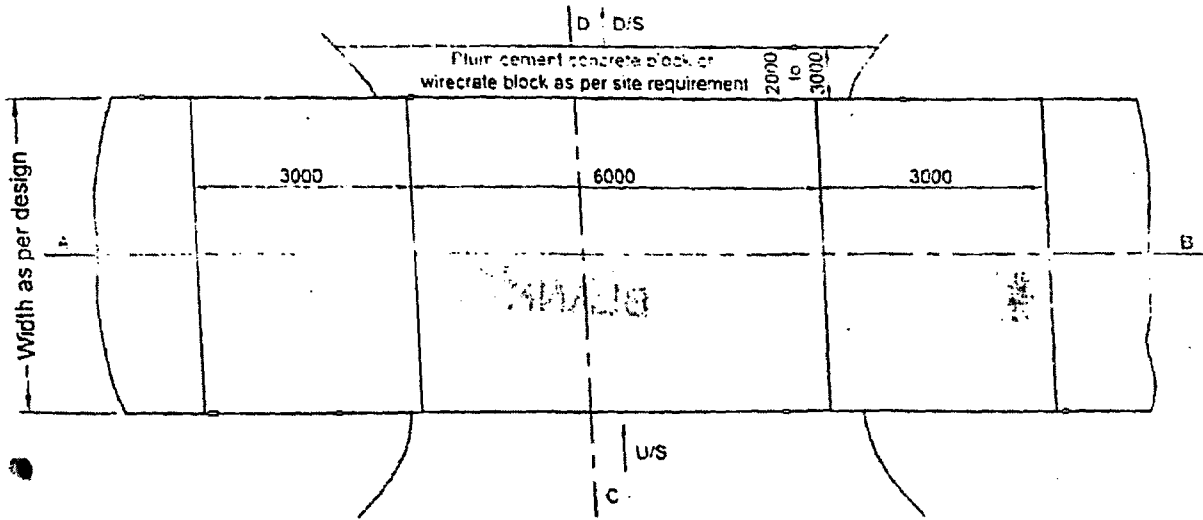
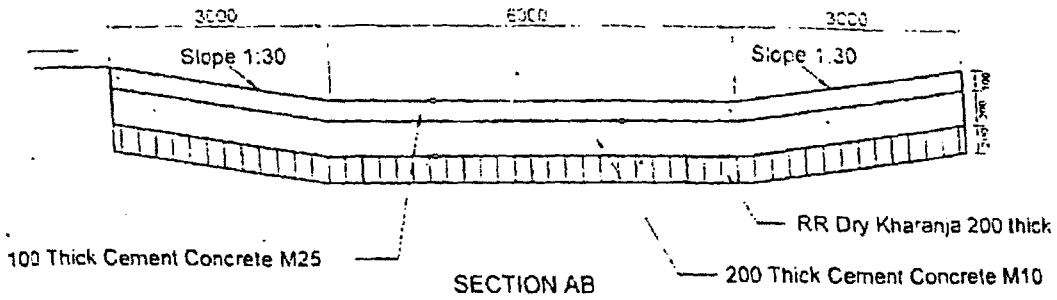
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 S.E.
 UPRDA

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CONTRACTOR

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TYPICAL SECTION OF CAUSEWAY



NOTES:

- 1. All dimension are in mm unless otherwise indicated
- 2. Length and width of causeway as per site conditions & design

Approved By
 C.E. Level-1
 P.W.D. Uttarakhand
 Dehradun
 Date 19-04-2008

Handwritten signature
 (10)

सहायक अभियन्ता
 पी.एम.जी.एस.वाई. (सि.सं.)
 जलोत्पन्न विभाग

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 S.E.
 URRDA

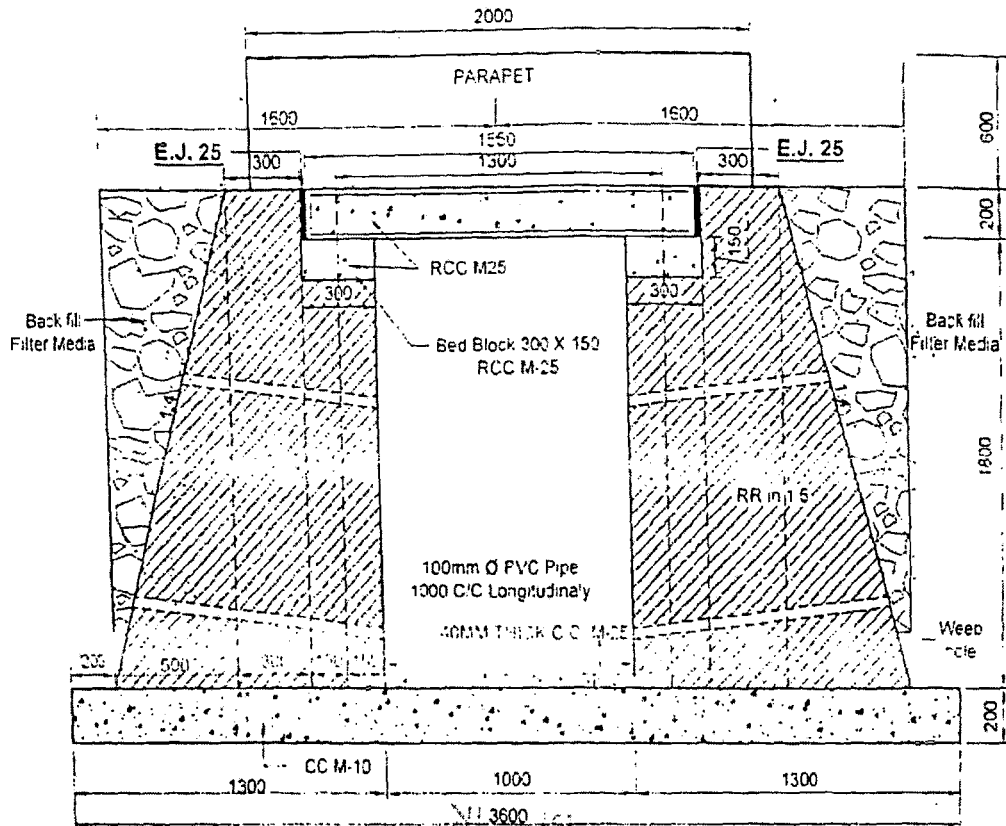
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CONTRACTOR

TYPICAL DESIGN OF 1M SPAN RCC SLAB SCUPPER



NOTES:

- 1. All dimension are in mm unless otherwise indicated
- 2. Bed block may be laid with reinforcement
- 3. RCC slab as per standard design

Approved By
 C.E Level-I
 P.W.D. Untrakhand
 Dehradun
 Date : 10-04-2008

Ullan
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सहस्रमूर्ति प्रतिष्ठा
 पीएमजीआरआरडी (ग्रामीण)
 जखोली-सहरावाली

CONTRACTOR

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URRDA

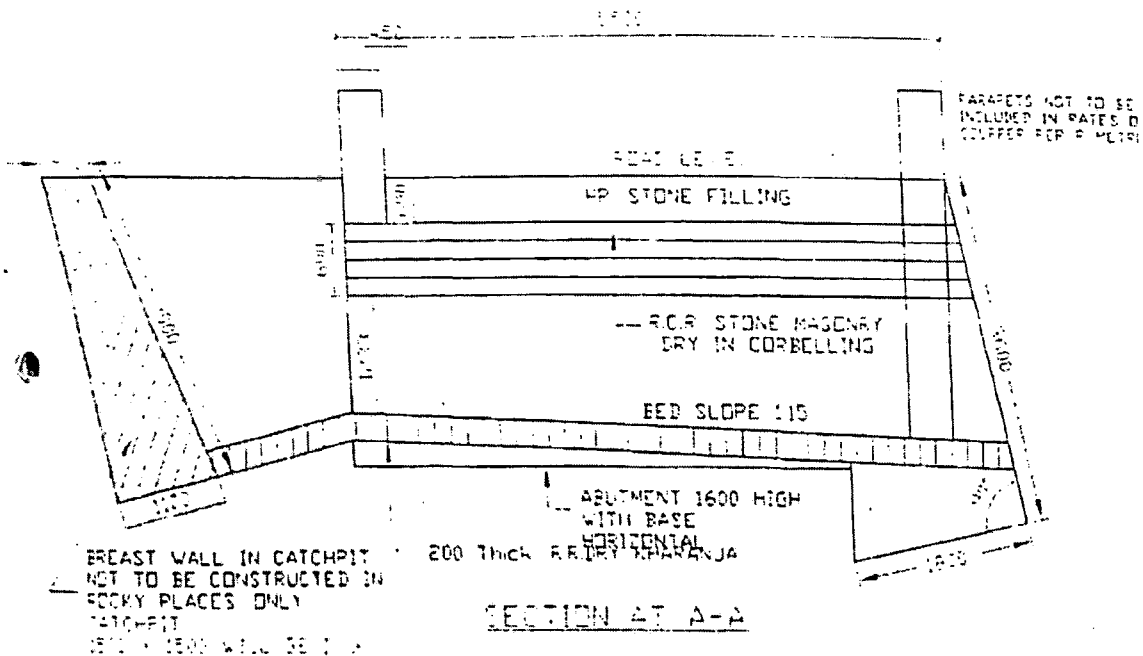
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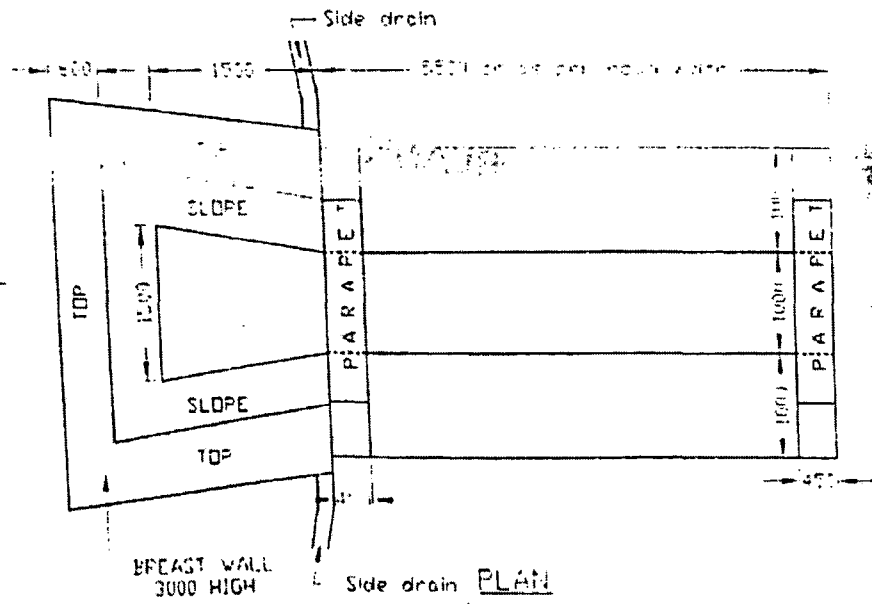
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TYPICAL DRY STONE MASONRY SCUPPER

SC SP. 50 Plate No. 7.27



SECTION AT A-A



Side drain PLAN

NOTES:

All dimension are in mm unless otherwise indicated

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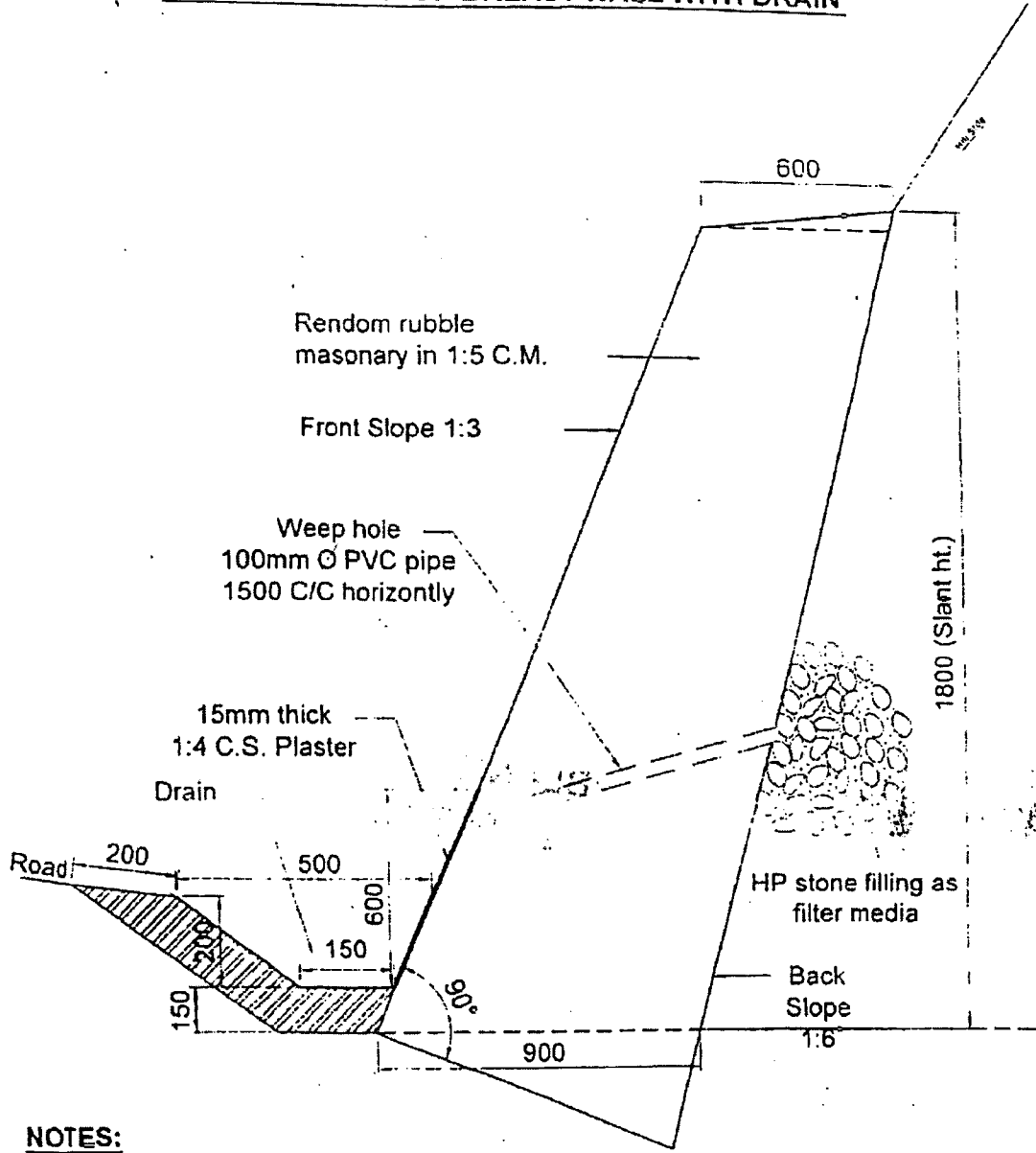
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S.E. URRDA

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CONTRACTOR

TYPICAL DESIGN OF BREAST WALL WITH DRAIN



NOTES:

All dimension are in mm unless otherwise indicated.

Approved By
C E Level-1
P.W.D. Uttarakhand
Dehradun
Date : 10-04-2008

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(13)

सहायक अभियन्ता
पीएमजीएसआर (सिमेंट)
जलोती-रूढ़ाबाग

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S.E.
URRDA

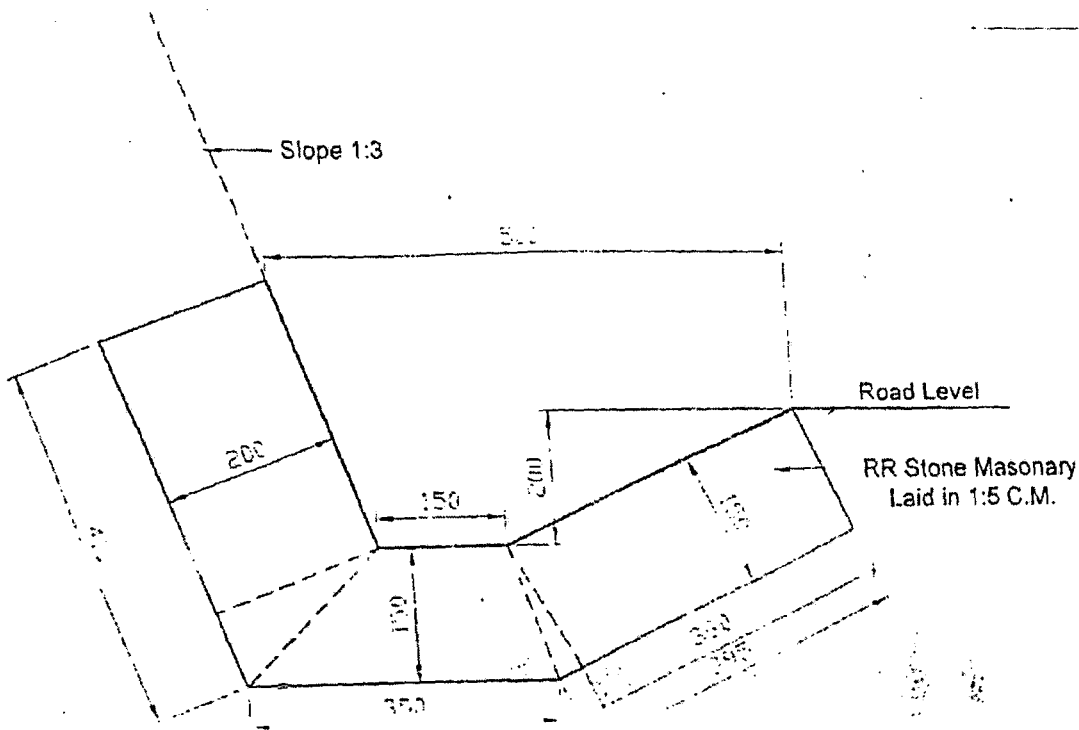
134 CONTRACTOR

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CONTRACTOR

TYPICAL KERB AND CHANNEL DRAIN



CROSS-SECTION ELEVATION

QUANTITY OF ITEMS
(Per Running Mtr.)

- 1. Excavation in Foundation = 0.245 Cum/Rm.
- 2. RR Stone Masonry in 1:5cm = 0.167 Cum /Rm.
- 3. Plaster in 1:4 Cement Sand Mix = 0.825 Sqm /Rm.

NOTES:

All dimension are in mm unless otherwise indicated.

Approved By
CE Level-I
P.W.D. Uttarakhand
Dehradun
Date : 10-04-2008

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सहायकी अभियन्ता
पी.एम.जी.वस्तुवाहक (शि.वे.वे.)
जयपुरी-राजपुरा

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URRDA

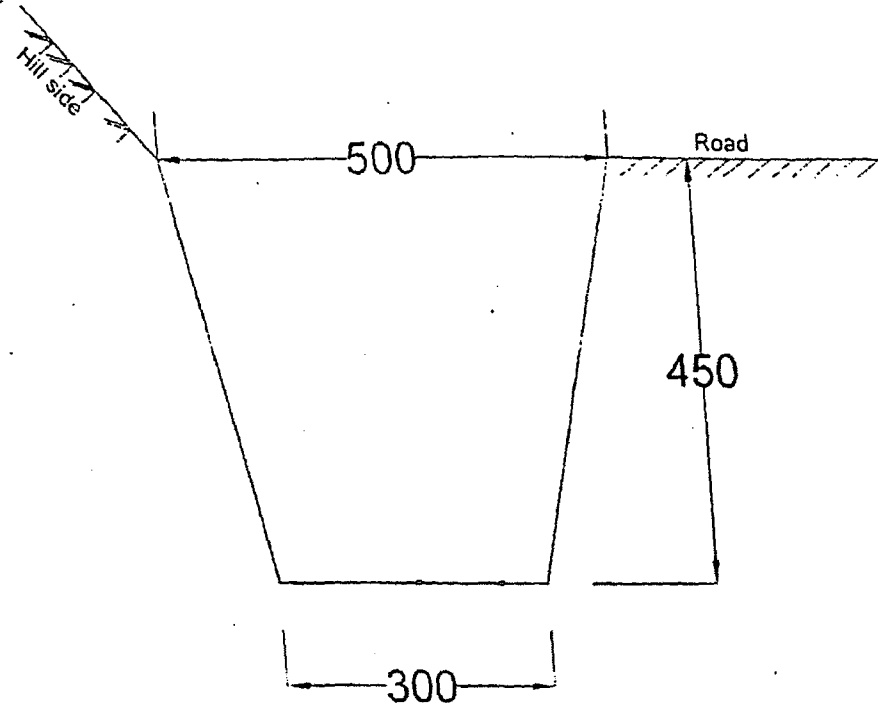
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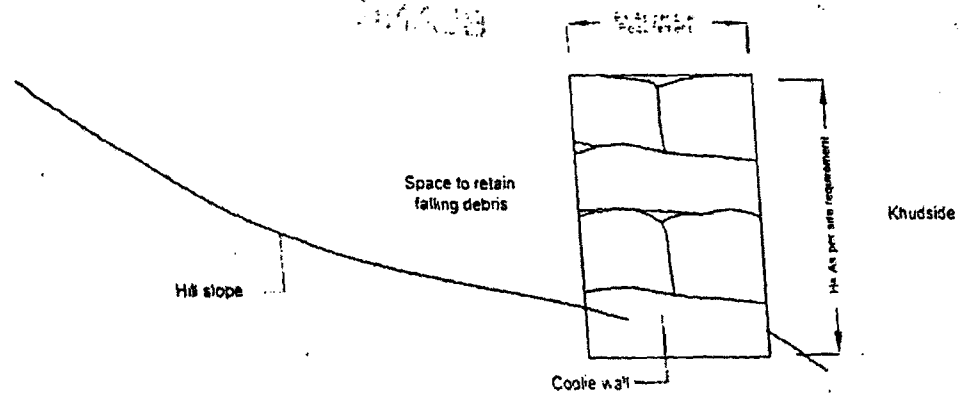
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TYPICAL X-SECTION OF KACCHA HILL SIDE DRAIN

CONTRACTOR



TYPICAL X-SECTION OF COOLIE WALL (Protection Wall)



NOTES:
All dimension are in mm unless otherwise indicated

Approved By
C.E Level-I
P.W.D Unnakhond
Dehradun
Date - 10-04-2008

Ullas
04

CONTRACTOR

सहायक पंचायत
भीमनगरी, नगरपालिका, सिन्धुपाल्चोक जिल्ला
काठमाडौं

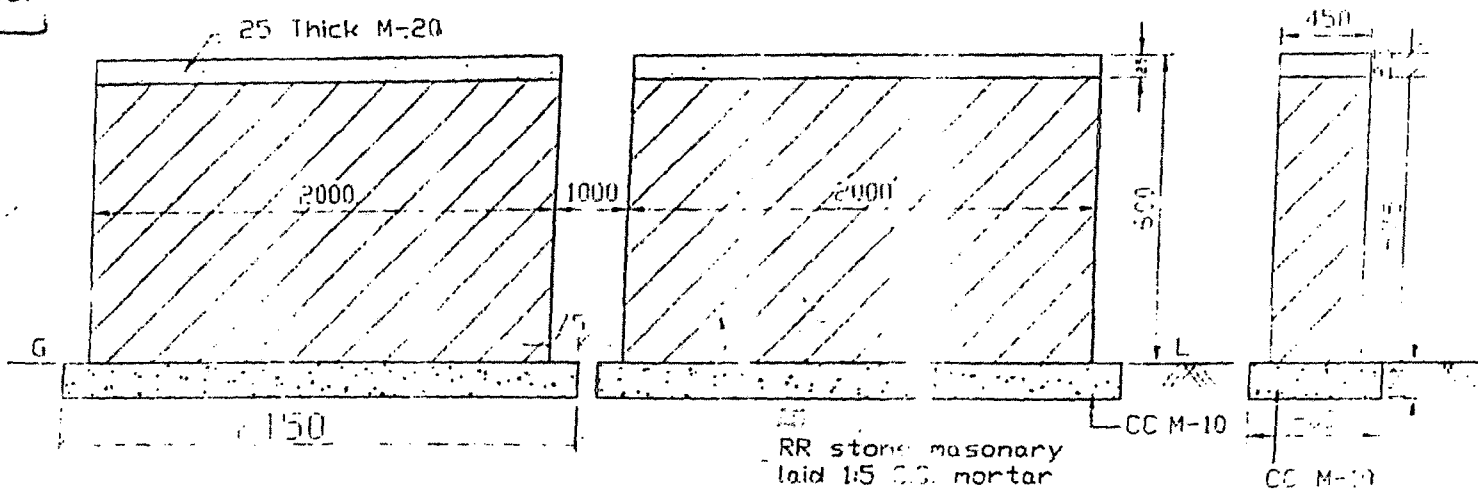
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TYPICAL DESIGN OF PARAPET



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- NOTES:
1. All dimension are in mm unless otherwise indicated
 2. Wash Pointing in 1:3 c.s. mortar in front side of the parapet
 3. Plaster in 1:4 c.s. mortar in back side & both sides of the parapet.
 4. White coat white washing in all faces of the parapet

RRRDA

S.E.

Handwritten signature

Handwritten signature

सिध्दी अशिका

पी.एच.डी. (सि.ए.डी.)

Approved by:

C.E. Level

P.W.D. Uttarakhand

Dehradun

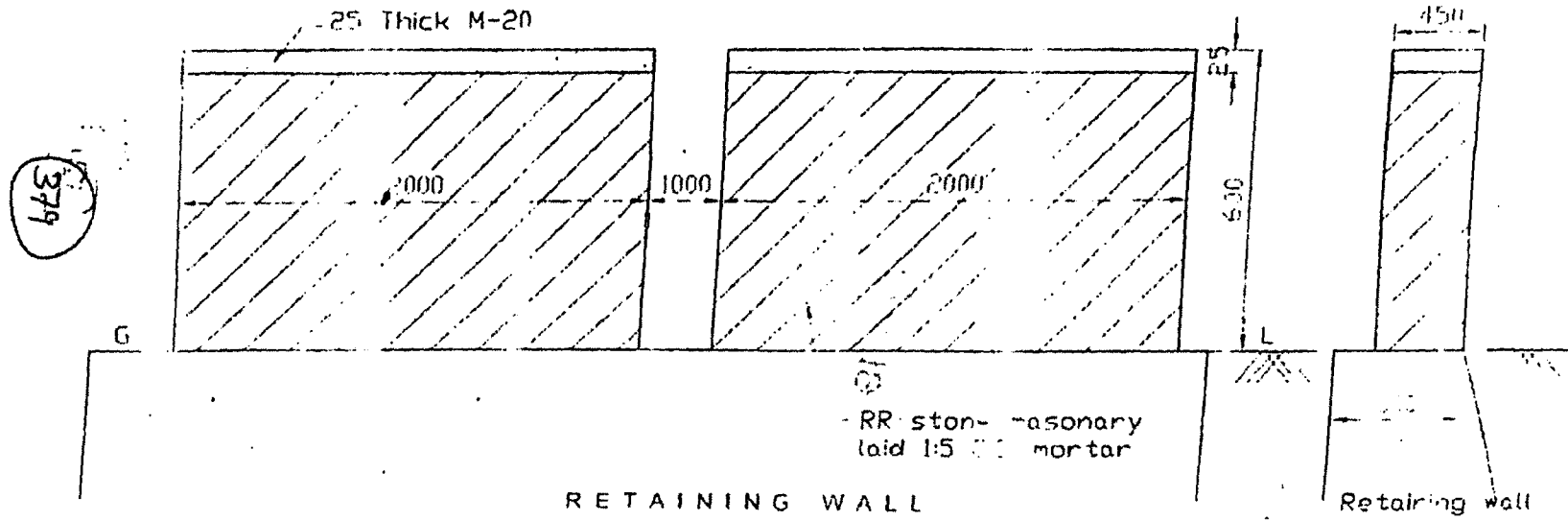
Date 10-11-2008

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CONTRACTOR

CONTRACTOR

TYPICAL DESIGN OF PARAPET



NOTES: 1. All dimension are in mm unless otherwise indicated

2. Finish pointing in 1:3 c.s. mortar in front side of the parapet

3. Mortar in 1:4 c.s. mortar in back side & both sides of the parapet

4. Finish coat white washing in all faces of the parapet.

URRDA
S.E.

Approved by:
C.E Level:
P.W.D. Umachand
Dehradun
Date 10.04.2008

रजिस्टर्ड अभियन्ता
श्री. ए. सी. शर्मा (सि. ए. ई.)
अ. नं. १२५७

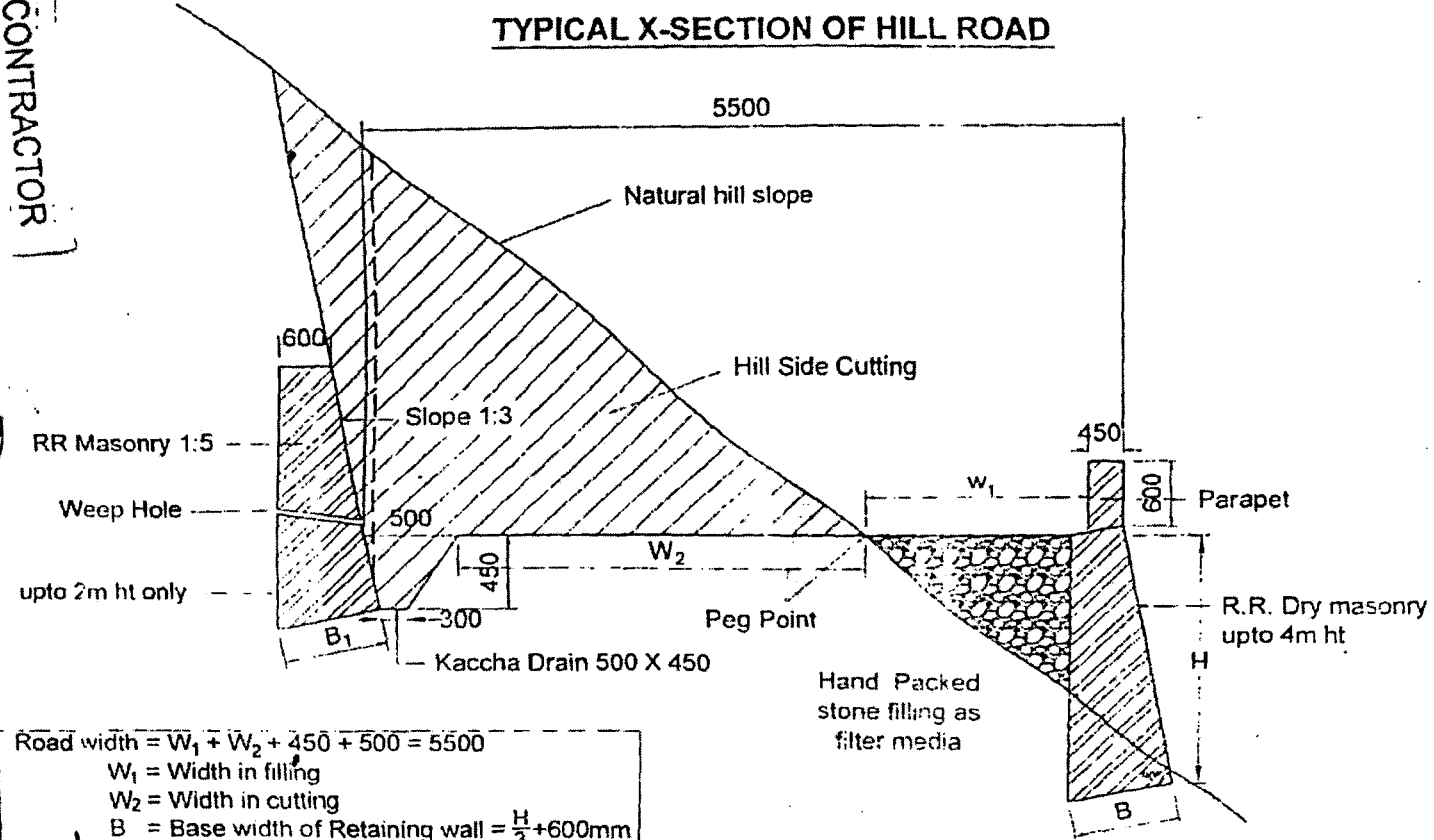
Leelan
05

125

TYPICAL X-SECTION OF HILL ROAD

CONTRACTOR

CONTRACTOR



381

Road width = $W_1 + W_2 + 450 + 500 = 5500$
 W_1 = Width in filling
 W_2 = Width in cutting
 B = Base width of Retaining wall = $\frac{H}{3} + 600\text{mm}$
 B_1 = Base width of Breast wall = $\frac{H}{6} + 600\text{mm}$

URRDA
 All dimension are in mm unless otherwise indicated.

Handwritten signature

Handwritten signature
 जिला पब्लिक वर्क्स (सिटी) कार्यालय-सुरप्रयाग

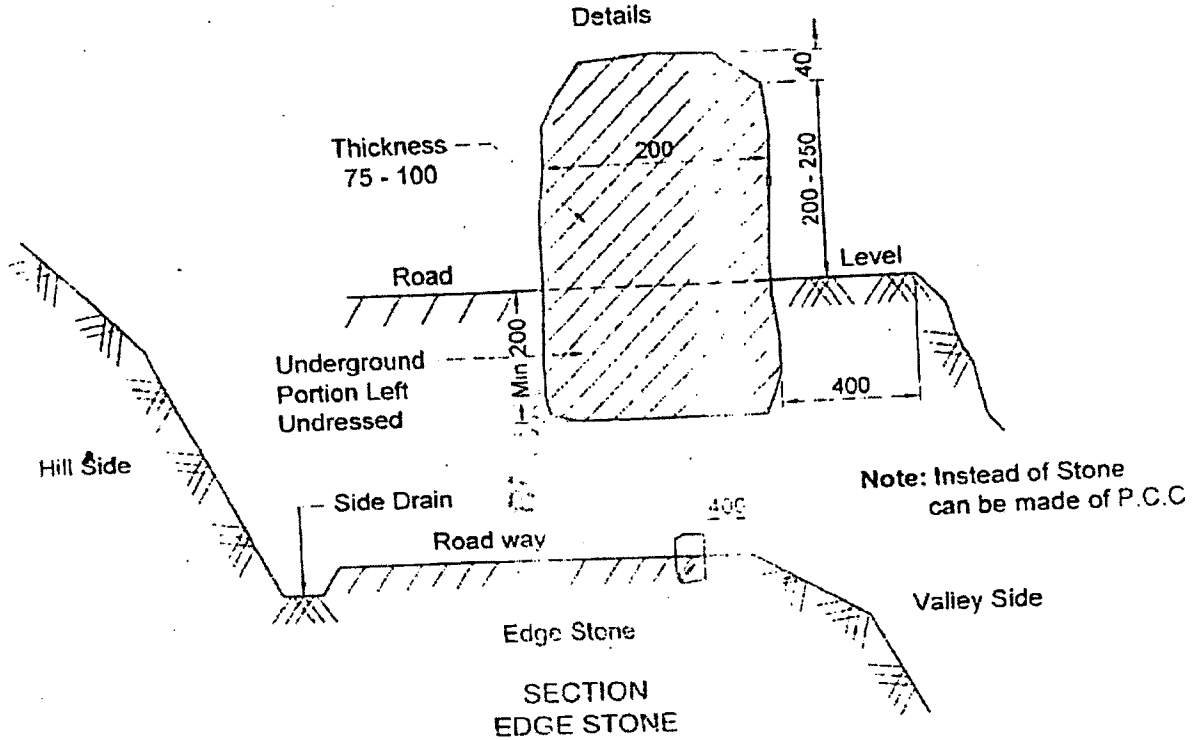
Approved By
 C.E Level-I
 P.W.D. Uttarakhand
 Dehradun
 Date : 10-04-2008

126

CONTRACTOR

34

TYPICAL GUIDE STONE



NOTES:

- 1 All dimension are in mm unless otherwise indicated.
- 2 Edge stones shall be fixed at 2m interval.

Approved By
 C.E Level-I
 P.W.D. Uttarakhand
 Dehradun
 Date : 10-04-2008

श्री. [Signature]
 पी.ओ. [Signature]
 (सि.सं.)
 ज.सं. [Signature]

Ullan
 01/

URRDA

[Signature]

122

CONTRACTOR

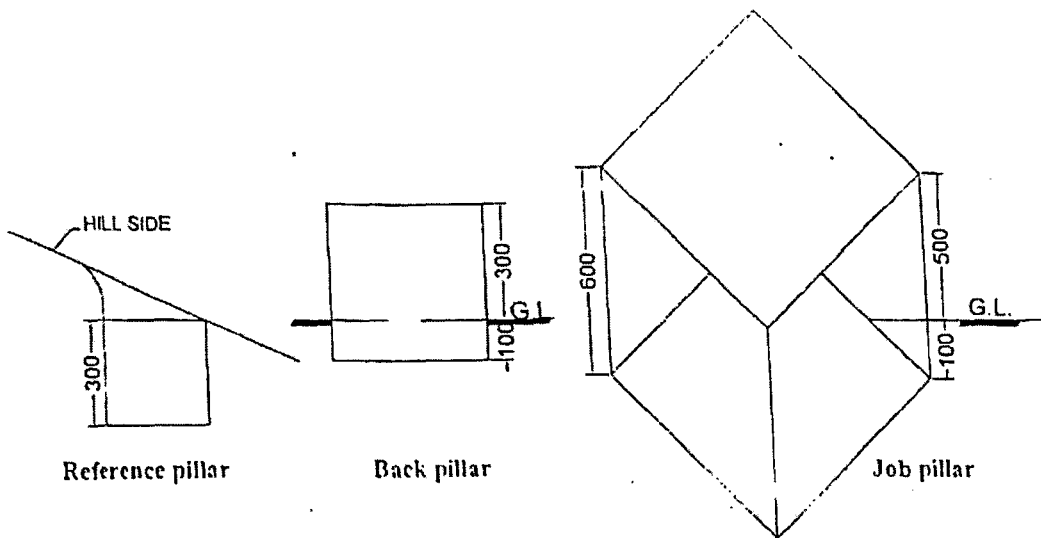
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36

CONTRACTOR

128

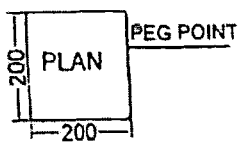
Typical Drawing of Reference, Back Pillar and Job Pillar



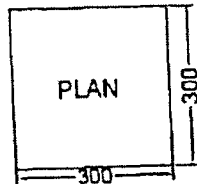
Reference pillar

Back pillar

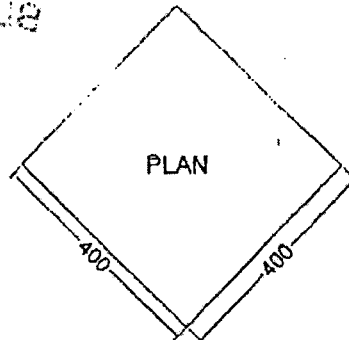
Job pillar



Reference pillar



Back pillar



Job pillar

NOTE : Back pillars shall be located at about 1.5m away towards hill sides from the back cutting line. Please see section 1602 of specifications for rural road (MORD publication) for setting out and information written over there.

Not to Scale
All Dimension are in MM.

Handwritten signature/initials

सतलुभा अभियन्ता
पी०एम०जी०एस०वार्ड० (शि०खे०)
ज०खे०ली०-रुद्रप्रयाग

S.E.
URRDA

CONTRACTOR

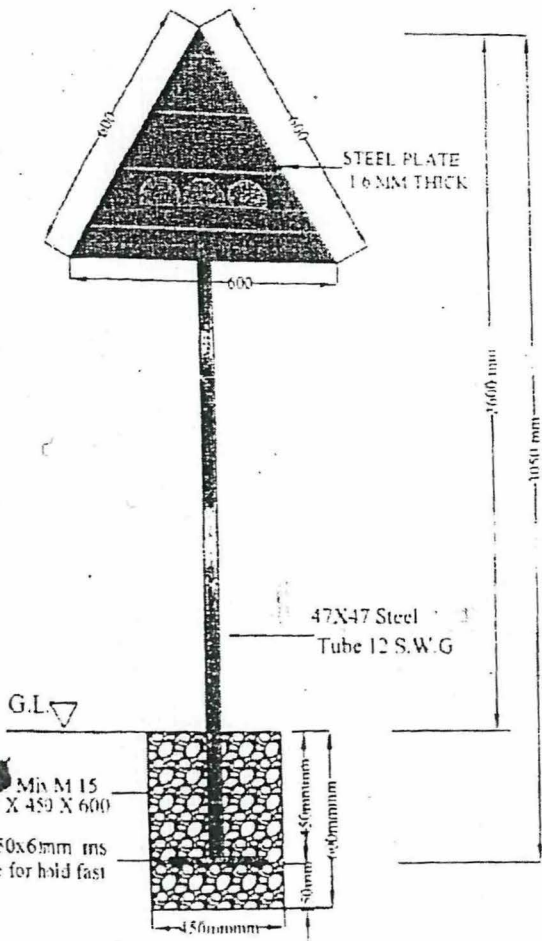
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CONTRACTOR

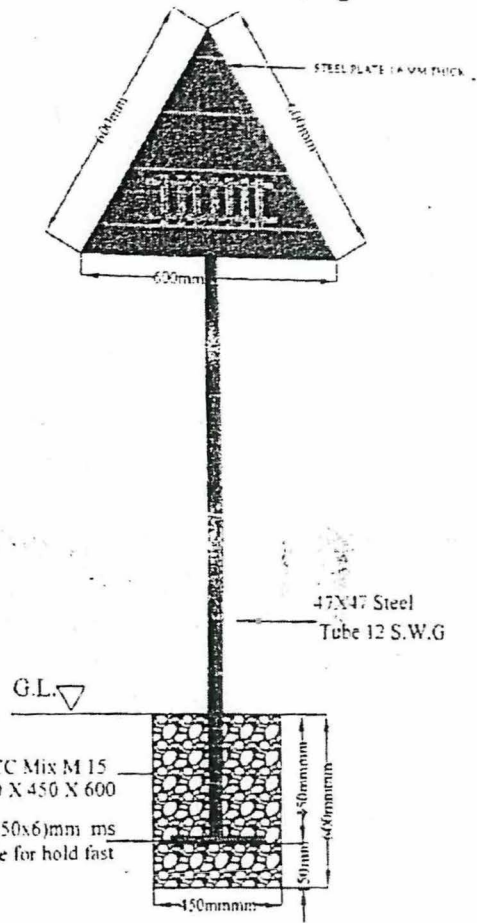
129

CAUTION SIGN BOARD

Speed Breaker



Railway Crossing



NOTE : All dimensions are in mm

Ullas

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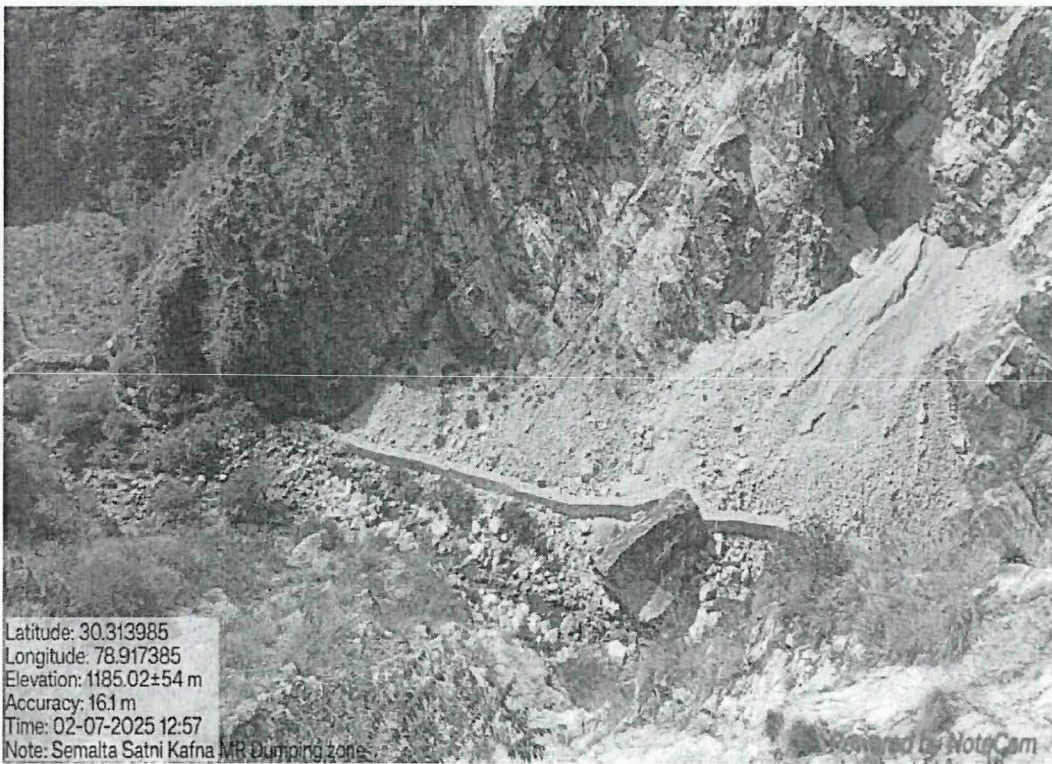
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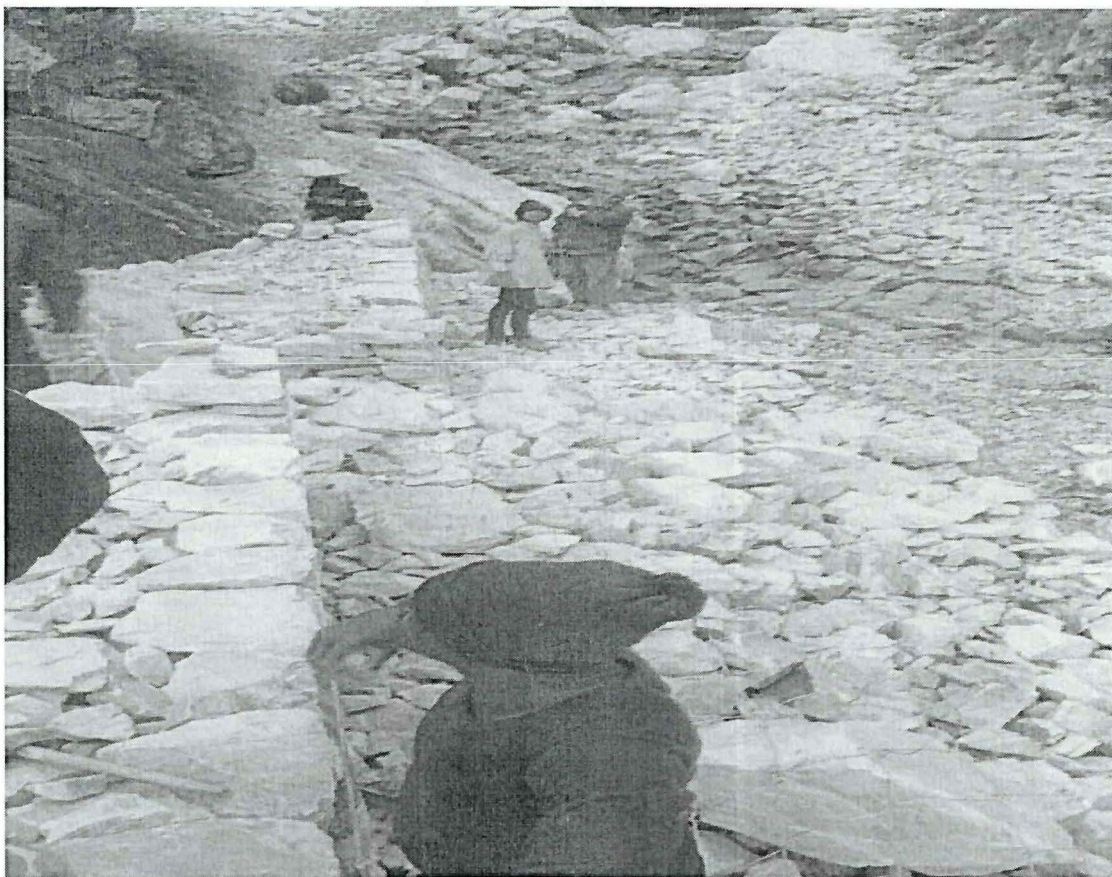
CONTRACTOR

387









Certificate of Completion of work

To Whom It May Concern

No. 63/2018 / PMGSY (I.D) Jakholi, Rudraprayag

- 1- Name of Work- Semalta to Satru Kaphna Motor Road Road (Stage I) Date 11-10-2018
- 2- Contract Agreement No-54 UI-10-39(D) XVI CT-URRDA 2018-19 Date 11-10-2018
- 3- Contract of Period- 01 Year 09 Months 06 Days
- 4- Date of Commencement- 01-10-2020
- 5- Contract Completion Date (As per Agreement I-10)- 31-03-2022
- 6- Contract Completion Date (As per actual) - 07.07-2022
- 7- Contract price as Per Agreement - Rs 674.20 Lacs
- 8- Contract price as Per Actual (Including Last Approved Variation)- 738.20 Lacs
- 9- Name of Contractor- MS Vijay Builder
- 10- Name of Employer- ET- PMGSY (I.D) Jakholi, Rudraprayag.
- 11- Name of Executing Agency- PMGSY (I.D) Jakholi, Rudraprayag.
- 12- Name of Supervision Consultant(if any)-
- 13- Name of Engineer and Address- 1. Er. Pawan Kumar (E.E)
2. Er. Manmohan Bijalwan (A.E)
3. Er. Uttam Negi (AAE)
- 14- In case of J.V. Name of Contractors with Percentage NA
- 15- Project Component (Physical & Financial)- 12.00 Km & 738.20 Lac

PROJECT COMPONENT

Financial Year	Hill Side Cutting		Part II Walling		WBM Including GSB		Bituminous work		Culvert		Other Work		Total
	Phy. Km	Fin Lakh	Phy Km	Fin Lakh	Phy m	Fin Lakh	Phy Cum Sq m	Fin Lakh	Phy No Span	Fin Lakh	Phy Span	Fin Lakh	
2018-19	12.00	329.00	12.00	240.14	-	-	-	-	36	61.97	12.00	82.85	738.20

Remark:- Certified that the works mentioned in above table have been completed satisfactory

Certified by

Issuing officer


Signature With date

Signature with date

Name

Name

(Accountant)


Executive Engineer
 PMGSY ID Jakholi
 Rudraprayag



arpita rawat <arpita29legal@gmail.com>

REPLY IN MOHAN SINGH V. STATE OF UTTARAKHAND & ORS.

arpita rawat <arpita29legal@gmail.com>

Tue, 11 Feb at 1:14 PM

To: <mohans.bagari1958@gmail.com>

Respected Sir,

Please find attached our reply to the above-stated matter for your perusal.

Thank You

[Quoted text hidden]

MOHAN SINGH BAGDRI.pdf



**BEFORE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 1144/2024**

MOHAN SINGH BAGDRI

Piff/ Apptt./Petitioner/Complainant

Versus

STATE OF UTTARAKHAND AND ORS.

Defdt./Respt./Accused

KNOW ALL to whom these present shall come that I **BISHAMBER BHATT**, PARTNER OF M/S. **VIJAY BUILDER** HAVING ITS REGISTERED OFFICE AT: HOTEL VIJAY PALACE, KEDARNATH ROAD, TILWARA, RUDRAPRAYAG PIN CODE-246439

The above named **RESPONDENT NO-05** do hereby appoint

SUYASH SINHA **AKHILESH SINGH** **ARPITA RAWAT** **DIGVIJAY SINGH RAWAT** **ARYAN RAKESH**
D/5230/2018(ADV) D/3537/2015(ADV) D/1604/2016(ADV) D/10512/2023(ADV) D/7090/2023

Kranti
KRANTI VIKRAM SINGH BHANDARI
D/14202/2014 (ADV)

C - 57, LGF, DEFENCE COLONY, NEW DELHI -110024.
CH. NO. 175, BLOCK-II, DELHI HIGH COURT, NEW DELHI -110003. UK1407/2022

(herein after called as advocate/s) to be my /our advocate in the above -noted case and authorised him:-

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to Payment of fees separately for each court payable by me /us.

To sign, file verify and present pleadings, appeals, cross-objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as which may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents to admit and / or deny the documents of opposite party.
To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.
To deposit, draw and receive money, cheques cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the courts of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on my / our behalf.

And I /We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my / our own acts, as if done by me / us to all intents and purposes.

And I/we undertake that I /we or my / our duly authorised agent would appear in the Court on all hearing and will inform the Advocate for appearance when the case is called.

And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.

And I/we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me /us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I /we hereby agree that once the fee is paid I /we will not be entitled for the refund of the same in any case whatsoever. If any cost are allowed for an adjournment, the advocate(s) would be entitled to the same the fee settled is only for the abovecase and court.

IN WITNESS WHERE OF I/we do hereunto set my/our hand to these presents, the contents of which have been understood by me /us on this _____th day of _____ 2025

Accepted subject to the terms of the fees.

Advocate

Client

Client.

For VIJAY BUILDER

Partner