

**Model Bidding Document**

**For**

**U.P. P.W.D.**

**For**

**Supply of Materials**

(Approved By Uttar Pradesh Government)

**U.P. P.W.D.**

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Model Bidding Document for Supply of Materials

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# Section 1

## Press Notice

No.....

Dated: .....

- The Executive Engineer U.P. P.W.D. on behalf of Governor of Uttar Pradesh invites the percentage rate bids from the eligible and approved Contractors registered with UP PWD, class A, B, C and D as the case may be. **The Bidder may submit bids for any or all of the works.**

2.

SL No	DISTRICT	Name of Work	Estimated cost (Rs.)	Bid Security (Rs.)	Cost of Bid Document	Time of Completion	Address of Executive Engineer Executing the work	Address of Superintending Engineer	Address of D.M.	Address of Chief Engineer
1	2	3	4	5	6	7	8	9	10	11

- Time allowed for completion of each work is as mentioned in column no. 7, including rainy season.**
- The bids shall remain valid for acceptance for a period of 90 (ninty) days from the last date of submission of bids. Bids once submitted cannot be withdrawn.
- A set of Bidding documents may be purchased from the office of concerned Executive Engineers, Superintending Engineer, D.M. and Chief Engineer as mentioned in columns 8, 9, 10 and 11 respectively of the table corresponding to the respective work, between 11:00 am and 04:00 pm on any working day from ..... To ..... for a non-refundable fee of Rs. 500.00 (Rupees Five hundred only) for stationary charges and tender cost per set per work as indicated in column 6, in the form of cash or Demand Draft drawn on any Scheduled bank in favour of “Executive Engineer, U.P. P.W.D.....” payable at ..... Interested bidders may obtain further information at the same office from where the documents are purchased. Bidding documents requested by mail will be dispatched by registered/ speed post on payment of an extra amount of Rs 200.00 (Rupees two hundred only). Applications for issue of Bidding documents by post shall be entertained only upto 4.00 PM on ..... The authority inviting tender will not be held responsible for the postal delay, if any, in the delivery of documents or non-receipt of the same. Bidding document can also be downloaded from the website ..... But its cost, i.e., Rs 500.00 + cost of bid document as mentioned in column 6 above, in the form of DD drawn on any Scheduled bank in favour of “Executive Engineer, U.P. P.W.D .....” payable at ..... will necessarily be attached with the bid. However for bid document downloaded from the website, the drawings will be available in the office of concerned Executive Engineer or Superintending Engineer at the address indicated in columns 8 & 9 respectively of the above table against the concerned work.
- In case of any discrepancy between the downloaded bid document and that available with the concerned Executive Engineer/Superintending Engineer, the bid document available in the office would be considered authentic

7. Bids must be delivered to the office of the Executive Engineer executing the work, Superintending Engineer or D.M. or Chief Engineer mentioned in columns 8, 9, 10 & 11 of the table corresponding to the respective work on or before 12.00 Noon on ..... and the bids will be opened on the next working day, that is, on ..... at 12.30 pm, in the office of the District Magistrate mentioned in columns 10, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt or opening of the bids as specified, the bids will be received and opened on the next working day, respectively, at the same time and venue, and validity of bid will be considered from the original date.
8. Bids must be accompanied with security of the amount specified for the work in the table. Bid security will have to be in any one of the forms as specified in the bidding document and shall be valid for 45 days beyond the validity of the bid.
9. A bidder shall not be permitted to bid for works in the Division / Circle responsible for award and execution of contracts in which his or his spouse's near relatives (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive) bidder shall also submit an affidavit clearly mentioning the names and designation of relatives working in any capacity in the Division / Circle responsible for award and execution of work.
10. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State / Central Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
11. Bid documents and other details consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen in the office of the Executive Engineer mentioned in column 8 of the table corresponding to the respective work between hours of 11.00 am and 04.00 pm on any working day between ..... and .....
12. Any bidder who is having criminal record is not allowed to participate in the bidding process.
13. Any bidder who is registered with the state Bar Council is not allowed to participate in the bidding process.

Executive Engineer,

U.P. P.W.D

For and on behalf of Governor of UP

**Office of the Superintending Engineer..... Circle, U.P. P.W.D**

**Notice Inviting Tenders**

**No.....**

**Dated: .....**

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10. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State / Central Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
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Executive Engineer,

U.P. P.W.D

For and on behalf of Governor of UP

**This is Certify that I have checked the Bid Document and it is correct in all respect.**

**Executive Engineer**

.....  
 .....

**Date:**

## Section – 2

### PUBLIC WORKS DEPARTMENT

#### Tender for the Supply of Materials

##### **Condition of Contract**

1. Full 10 % of the Tender Cost i.e. Rs ..... Will be deposited as Security Money by the Contractor at the time of Tender in Shape of Interest bearing Securities like post Office saving passbook National savings certificate, Kisan Vikas Patra etc (excluding Bank Guarantee) pledged to Executive Engineer / Superintending Engineer..... Div. / Circle , P.W.D. ....
2. The Person Whose tender may be accepted shall, before the date fixed for commencing the work, if so required, sign a bond of which forms are deposited in the Executive Engineer / Superintending Engineer's Office. The earnest money paid by the Contractor when submitting his tender, will be retained as security for the due performance of his Contract. All damages payable by the contractor under the terms of his contract, may be deducted by the Executive Engineer from this security deposit, or from any other sums due, or which may become due to him by Government .
3. The date fixed by the Executive Engineer / Superintending Engineer for the Commencement and Completion of work, as entered in the tender, shall be strictly observed by the contractor. To ensure good progress during the execution of the work the Contractor shall be bound to carry on work in accordance with the dates and quantities entered in the Progress Statement attached to the tender. This Progress Statement will be signed by the contractor. In the event of the contractor's failing to abide by the terms of Progress Statement he will be liable to a fine of 1% for every day that the work remains incomplete. Provided always that the entire amount of damages to be paid under the provisions of this clause shall not exceed, 10% of the total cost of agreement.
4. In every case in which the Contractor fails to proceed with work accordance with the terms of the Progress Statement, mentioned in the above clause the Executive Engineer / Superintending Engineer shall have power either to rescine the contract altogether or to have the supply completed without further notice at the contractor's risk and expenses as he may deem best suited to the interest of Government, and the contractor, shall have no claim to compensation for any loss that he may incur in any way.
5. If the Contractor Shall be hindered in the supply of the material so as to necessitate an extension of the time allowed in this tender he shall apply in writing to the Executive Engineer / Superintending Engineer, who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Executive Engineer / Superintending Engineer, the contractor shall not claim exemption from the fine leviable under clause 3.
6. The contractor shall give notice to the .....or his assistant of his intention of making delivery of materials and on the materials being approved a receipt shall be granted to him by the ..... Or his assistant and no material will be considered as delivered until so approved.
7. The delivery will not be considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stacked or placed in such position as may be pointed out to him.
8. The material shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the .....or his assistant.
9. In the event of the materials being considered by the.....to be inferior to that described in the specification the contractor shall on demand in writing forthwith remove the same at his own

charge and cost and in the event of his neglecting to do so with in such period as may named by the .....or his assistant, that officer may have such rejected material removed at the contractor's risk and expenses incurred being liable to be deducted from any sums due; or which may become due to the contractor.

10. If the Contractor or his work –people break deface any building, road, fence, enclosure or grass land or cultivated land he shall make good the same at his own expenses, and in the event of his refusing or failing to do so the damages shall be repaired at his expenses by the.....who shall deduct the cost from any sums or which may become due to the contractor.
11. The Contractor shall supply at his own expenses all tools, plant and implements required for the due fulfillment of his contract and the material shall remain at his risk till the date for final delivery unless it shall have been the mean time removed for use by the .....or his assistant .
12. This contract shall not be sublet with out the written permission of the Executive Engineer / Superintending Engineer. In the event of the contractor subletting his contract without such permission, he shall be considered to have there by committed a breach of contract and Executive Engineer shall forfeit his security deposit and Contractor shall have no claim to any compensation for any loss that accrue from the materials he may have collected or engagements entered in to.
13. The contractor shall not employ any labour under 18 year's of age and with in the limit of any cantonment shall not employ any female labour. Should the contractor fail to complete with this condition the Engineer Incharge may deduct from any sums which may at any time hereafter become due to the contractor from his security deposit, or from the proceed of sale thereof such as he considered proper by way of liquidated damages for each infringement of his condition.
14. The contractor shall in carrying out this contract pay the rate of wages and observe the hours of labour usual and correct for similar works in the neighborhood of the locality in which the work for carrying out this contract is to be performed or such rate of wages and hours as are equivalent or approximate there to.
15. If the contractor fails to carry our any condition here to agreed upon for which no liquidated damages are herein before provided he shall be bound to pay such sum not exceeding the amount of his security by way of liquidated damages to the Government of Uttar Pradesh as the Engineer may asses.
16. Government shall have the right to accept at reduced rate sub-standard or defective work and to cause and audit and technical examination of the work and the running and final bills of the contractors including all supporting voucher , abstract etc, to be made before or after the payment s or be bill and if as a result of such acceptance of sub standard or defective work on audit an Technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contractor any work claimed to have been by him under the contract but found not to have been actually executed the contractor shall be liable to refund the amount to the over payment and it shall be lawful for Govt. to recover the same from his in the manner prescribed in clause 1 above or in any other manner legally permissible and if it is found that the contractor was paid less than was due to him under the contract in respect of any work executed by him the amount of such under payment be duly paid by Govt. the contractor.

Provided the sub-standard or defective work accepted not considered to be seriously defective by the Engineer Incharge and the rate of work so accepted is suitably reduced by him to compensate the Govt and such deduction will be binding on the contractor.
17. Quantity shown in the bill of quantity may vary on either side which will be completed on the same rates and conditions.

18. The decision of the superintending Engineer for any dispute shall be final, binding and conclusive of all questions relating to the meaning of the specification.
19. Criminals are prohibited from bidding
- a. Any bidders having **criminal record** is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organised crime or gangster activities or Mafia or Goonda or Anti social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**
  - b. The bidder has to produced character certificate, Solvency certificate, self decoration affidavit ( on the prescribed proforma which is attached with the bid document ) etc., issued by the competent authority in original with bid document.
- 20 Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid shall be automatically cancelled.**

### Section – 3

#### SPECIAL CONDITION FOR THE STONE METAL COLLECTION

1. The stone shall be hard, clean and fit for road metal in every respect and be obtained from approved portions of quarries and shall not be inferior to the sample supplied by the contractor and sealed with the seal of the Department and the contractor and kept in custody of the Engineer in charge.
2. The metal shall not be thrown down on the traveling surface or parts of the road under any circumstance but the load shall be stored on the lower berm where stack is to be formed as directed by the subordinate incharge before stacking, the site shall be previously cleaned and leveled by the contractor and approved by the subordinate incharge. The collection and stacking of metal shall always commence at one end of the portion to be renewed in each kilometer and to be continued to the other end of the portion. The stack shall be regular measurable shape, free from rubbish and dry leaves etc.
3. The tendered rate shall include all quarrying charges, royalty paid by the contractor testing screens tools and plants carriage of the material to the site stacking and the removal charge of any rejected materials to any site where the rejected materials is to be deposited as ordered by the Engineer in charge. In proof of payment of royalty the contractor will produce form MM – 11(Ravanna) otherwise recovery of royalty will be deducted at prescribed rates.
4. The contractor shall make progress in the collection and stacking of metal in accordance with statement A attached to the contract bond where in the monthly installment of collection are laid down. Non of the metal is such installment will be considered as collected unless it has been passed and accepted as good by the Executive Engineer or the subordinate deputed by him.
5. The contractor shall commence and complete his collections in accordance with statement as mentioned in clause 2 above.
6. If the contractor collects any metal on the road beyond what is specified in the contract bond to which this specification is attached without a written permission from the Executive Engineer or one of his authorized subordinates such work will be done at the contractor's risk and he shall not be entitled to payment for any such work or material and all metal to put on the roadside may be confiscated by the Executive Engineer if he think fit.
7. All metal brought to roadside which is condemned by the Executive Engineer or his subordinates or which is not stacked according to the terms to this specification shall be removed by the Executive Engineer or by one of his subordinate to do so if not removed within such time the Executive Engineer or the aforesaid subordinate may have it remove to such place as he thinks fit and any loss of metal from such removal shall be borne by the contractor in addition to all expenses incurred in removing it and 9if necessary restacking it and the amount will be deducted from any money that is or may become due to the contractor.
8. If the Executive Engineer or his subordinate, at any stage of the work finds that the contractors progress on collection is not in accordance with the progress statement a or such slower rate as may have been allowed to him or considers the quality of metal collected by him unsatisfactory. He shall give notice in writing to the contractor to make such amendments and with in such time, as he fixes, in case the contractor has in the opinion of the Executive Engineer, failed to carryout his direction on in this behalf, he may either
  - a. Rescine the contract and make other arrangement for completing the collection or for removing any defect there in or for both and in each case he may direct that the contractor shall pay by way or liquidated and ascertained damages any sum up to the amount of the contractor security deposit and the contractor shall be bound by such order.

- b. Allow the contractor to continue the work at the slower rate of progress in which case the contractor shall pay by way of liquidated and ascertained damages such as the Executive Engineer may assess upto 10% of the tendered cost of quantity of road metal collected short at any stage of the progress statement but the total sum assessed under this clause shall not exceed the amount of contractor security deposit for the work.
  - c. Without avoiding the contract employ and other person or persons to execute the work within the stipulated time and according to the specification and all expenses and damages thereby incurred shall be ascertained and certified by the Executive Engineer and shall be paid by the Contractor to the Governor of Uttar Pradesh and may be deducted from his security deposits or from sum which are due or may become due to him.
9. If the contractor fail to attend the measurement of the metal after receiving due notice from the Executive Engineer or his subordinate stating the date and time of the intended measurement the work shall be measured never the less and should it be necessary in consequence of any dispute to re-measure the work, the expenses incurred in during so shall be charged against the contractor's accounts.
10. During the performance of the work on date to be fixed by the Assistant Engineer payments at the contract rate will be made to the contractor for work passed by the Executive Engineer. The security deposited by the contractor at the time of contract will be refunded to the contractor after the payment of final bill.

**Section - 4**

***Bill of Quantities For Percentage rate bids***

SI No.	Description of item (with brief specification and reference to book of specification)	Unit	Quantity	Rate In		% above or below ( To be filled by contractor)
				Fig.	Word	

**Signature of the contractor**

## Section - 5

A' Statement having monthly collection of metal under contract bond no. ....

Dated: ..... To be carried out by ..... contractor .....

Name of Road	Km.	Quantity of be collected	Proportion nof collection to be completed					Remark
			by	by	by	by	by	
<b>Total</b>								

I certify that I clearly understand the progress that I have to make and do hereby bind my self and agree to collect monthly installment on the date mentioned above under the penalty specified in paragraph 7 of the cnditions, attached to the bond.

**Dateed**

**Contractor**