

**IRRIGATION & WATER RESOURCES
DEPARTMENT,UTTAR PRADESH**

TENDER DOCUMENT

SHORT TERM TENDER

NOTICE NO. 01/HT MOTOR-14/NPC/LICD,VNS/19-20

REPAIRING

OF

HT MOTOR No. 14, 11KV, 1100KW,BHEL MAKE

OF

NARAINPURPUMP CANAL,

(VILLAGE: NARAINPUR, TEHSIL: CHUNAR, DISTRICT: MIRZAPUR)

Executive Engineer,
Lift Irrigation Construction Division, Varanasi,
Varunapuram, Irrigation Colony, Sigra, Varanasi-221010, U.P.
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OFFICE OF THE EXECUTIVE ENGINEER
LIFT IRRIGATION CONSTRUCTION DIVISION,
VARANASI

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD,VNS/19-20

REPAIRING OF HT MOTOR No.14 FOR NARAINPUR PUMP CANAL UNDER
JURISDICTION OF LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI

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कार्यालय अधिशासी अभियन्ता
लिफ्ट सिंचाई निर्माण खण्ड,
वरुणापुरम्, सिंचाई कालोनी, सिगरा
वाराणसी-221010

अल्पकालीन निविदा सूचना

संख्या-01/एच0टी0 मोटर-14/एन0पी0सी0/लिसिंनिख,वा0/19-20

महामहिम राज्यपाल महोदय उ0प्र0 की ओर से निम्नलिखित कार्य हेतु मूल निर्माता फर्मों अथवा अनुभव प्राप्त 'ए' श्रेणी (यॉ0) में सिंचाई विभाग में पंजीकृत ठेकेदारों से मुहरबन्द निविदायें दिनांक 18.06.2019 को अपरान्ह 02.00 बजे तक आमंत्रित की जाती है जो उसी दिन अपरान्ह 03.00 बजे अधिशासी अभियन्ता, लिफ्ट सिंचाई निर्माण खण्ड, वाराणसी के कार्यालय में, उपस्थित ठेकेदारों/उनके प्रतिनिधियों के समक्ष खोली जायेगी। निविदा प्रपत्र दिनांक 03.06.2019 से दिनांक 17.06.2019, सायं 5.00 बजे तक किसी भी कार्य दिवस में अधिशासी अभियन्ता, लिफ्ट सिंचाई निर्माण खण्ड, वाराणसी के कार्यालय से निर्धारित शुल्क रू0 1770.00 (कर सहित) जमा कर निविदा प्राप्त कर सकते हैं। निविदा प्रपत्र सिंचाई विभाग की वेब-साइट (एचटीटीपी://डब्लूडब्लूडब्लूआईडीयूपी.जीओवी.इन) से डाउनलोड किये जा सकते हैं परन्तु निविदा-प्रपत्र का मूल्य, रू0 1770/-मात्र अधिशासी अभियन्ता, लिफ्ट सिंचाई निर्माण खण्ड, वाराणसी के नाम देय रेखांकित भारतीय पोस्टल आर्डर/डी.डी. के रूप में निविदा ऑफर के साथ आवश्यक रूप से जमा किया जायेगा। निविदा-प्रपत्र का मूल्य, निविदा के साथ संलग्न न किये जाने की स्थिति में उनकी निविदा पर विचार नहीं किया जायेगा। निविदा प्रपत्र प्राप्त करने हेतु विभाग में पंजीकरण, जिलाधिकारी के स्वयं के हस्ताक्षर द्वारा निर्गत चरित्र प्रमाण-पत्र (आई0डी0टी0-1) तथा हैसियत प्रमाण-पत्र (आई0डी0टी0-2) की मूल प्रतियाँ प्रस्तुत की जायेगी तथा उनकी सत्यापित प्रतियाँ, ठेकेदार अथवा उसके अधिकृत प्रतिनिधि द्वारा निविदा ऑफर के साथ जमा की जायेगी। अधिकृत प्रतिनिधि द्वारा जो कि ठेकेदार द्वारा प्रदत्त अधिकार पत्र, जिसमें प्रतिनिधि का हस्ताक्षर प्रमाणित किया हो, भी निर्धारित शुल्क तथा उक्त अभिलेख प्रस्तुत कर निविदा प्रपत्र प्राप्त किया जा सकता है।

धरोहर धनराशि एन0एस0सी/एफ0डी0आर0 अथवा नियमानुसार अनुमन्य अन्य प्रतिभूति के रूप में जो कि अधिशासी अभियन्ता, लिफ्ट सिंचाई निर्माण खण्ड, वाराणसी के पक्ष में बन्धक होगी, जमा करना अनिवार्य होगा अन्यथा निविदा स्वीकार नहीं की जायेगी।

अधोहस्ताक्षरी को एक या समस्त निविदाओं को बिना कारण बताये निरस्त करने का पूर्ण अधिकार होगा।

क्र0 सं0	कार्य का नाम	कार्य की अनुमानित लागत	धरोहर धनराशि	निविदा प्रपत्र का मूल्य	कार्य पूर्ण करने की अवधि	पंजीकृत श्रेणी
1	2	3	4	5	6	7
1.	नरायनपुर पम्प नहर पर स्थापित एच.टी. मोटर संख्या-14, 1100 किलोवाट, 11 के0वी0, 12 पोल, बी.एच.ई.एल. मेक की आंशिक मरम्मत व बियरिंग बदलने का कार्य।	रू0 10.00 लाख	रू0 10,000.00 मात्र	रू0 1770.00 (कर सहित)	02 सप्ताह	सिंचाई विभाग में 'ए' क्लास (विद्युत/यांत्रिक) में पंजीकृत

नोट :-

- यह निविदा सूचना, सूचना विभाग की वेबसाइट (<http://upgov.up.nic.in>) तथा सिंचाई विभाग की वेबसाइट (www.idup.gov.in) पर उपलब्ध है। निविदा प्रपत्र को सिंचाई विभाग की वेबसाइट (www.idup.gov.in) से भी डाउनलोड किया जा सकता है किन्तु निविदा मूल्य रू0 1770.00, अधिशासी अभियन्ता, लिफ्ट सिंचाई निर्माण खण्ड, वाराणसी के नाम राष्ट्रीयकृत बैंक से निर्गत ड्राफ्ट के रूप में निविदा ऑफर के साथ संलग्न किया जाना अनिवार्य होगा।
- वेबसाइट से डाउनलोड निविदा प्रपत्र और अधिशासी अभियन्ता के कार्यालय में बिक्री के लिए उपलब्ध निविदा प्रपत्र में यदि कोई भिन्नता हो तो कार्यालय में उपलब्ध निविदा प्रपत्र ही मान्य होगा।
- उपरोक्त अंकित किसी भी तिथि को अवकाश घोषित होने की स्थिति में, अगले कार्य दिवस को निविदा प्राप्त/खोली जायेगी।
- निविदादाता जो राज्य सरकार द्वारा काली सूची में दर्ज हो, निविदा प्रक्रिया में भाग नहीं ले सकेगा।

अधिशासी अभियन्ता
लिफ्ट सिंचाई निर्माण खण्ड, वाराणसी

OFFICE OF THE EXECUTIVE ENGINEER
LIFT IRRIGATION CONSTRUCTION DIVISION,
VARANASI

SHORT TERM TENDER NOTICENO.01/HT MOTOR-14/NPC/LICD, VNS/19-20

REPAIRING OF HT MOTOR No.14 FOR NARAINPUR PUMP CANAL
UNDER JURISDICTION OF LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI

INSTRUCTIONS TO TENDERERS

DEFINITIONS

In constructing this tender document and annexed specifications, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context in consistent with such constructions:

- (i) *Tenderer: Tenderer means Tenderer / Manufacturer / Firm / Contractor / Bidder / Authorised Distributor / Authorised Dealer, who so ever is submitting the offer/tender and/or signing the Contract / Agreement.*
- (ii) *Consignee: Consignee means Executive Engineer, Lift Irrigation Construction Division, Varanasi and/or paying authority.*

1.0 TENDER DOCUMENTS

The Tenderers should note that the offer is for Repairing of HT Motor No.14, BHEL make, for Narainpur Pump Canal under jurisdiction of Lift Irrigation Construction Division, Varanasi, shall be considered only if,

- (i) it is accompanied with valid Tender Documents purchased from the office of the Executive Engineer, Lift Irrigation Construction Division, Irrigation & Water Resources Department, U.P., Varanasi.

OR

downloaded from Irrigation Department website (www.idup.gov.in), but the Tender Documents fee of **Rs. 1770.00** deposited in the form of Indian Postal order / Demand Draft in favour of **Executive Engineer, Lift Irrigation Construction Division, Varanasi** along with their offer. It may be noted that if tender document fee is not deposited along with the offer, their bid will not be considered.

- (ii) This tender document contains chapters with following headings:

- (1) Tender Notice No. 01/19-20
- (2) Instructions to Tenderers
- (3) General Conditions of Contract, Form-111
- (4) Special Conditions of Tender / Contract
- (5) Schedule of Prices and Quantities (BOQ), Schedule "A"
- (6) Tender Form
- (7) Warranty Clause
- (8) Form of Agreement For Validity Commitment (Annexure-VC)
- (9) Form of Contract / Agreement
- (10) Proforma for Bank Guarantee bond for Earnest Money (Annexure-EM)
- (11) Proforma for Bank Guarantee bond for Performance Security (Annexure-PS)
- (12) Relation Certificate, (Annexure-RC)
- (13) Declaration regarding Black Listing / Debarr, (Annexure-BL)

2.0 AMENDMENTS / CORRIGENDUM

In case, any amendment / corrigendum is issued in any of the conditions and specifications stipulated in the Tender Document, the same shall also be available on website of the Irrigation & Water Resources Department and those downloading tender documents from this website, shall entirely responsible to remain updated. Any claim of tenderers about ignorance of these amendments / corrigendum for any reason whatsoever it may be, shall not be acceptable, on later date.

3.0 SIGNING OF TENDERS

- (a) Specific attention must be paid to the Technical Conditions and Technical Specifications stipulated in the tender documents and thereafter complete information / data / certificates should be given therein as desired.

- (b) Individual signing tender or other documents connected with the contract must write his name in block letters under his signature and must specify whether he/they signs/sign as:
 - (i) A “Sole Proprietor” of the Firm or his “Attorney”.
 - (ii) A “Procurator” of the Firm.
 - (iii) An active Partner of the Firm in case where authority to refer to arbitration disputes concerning the business of the partnership has been conferred on every partner by Partnership Agreement.
 - (iv) A person or persons duly authorized by a power of attorney to bind all the Partners of the Firm in all matters pertaining to the contract including the arbitration clause.
 - (v) In case the tender is submitted by a company / corporation the same shall be signed by the authorized signatory. Satisfactory evidence / authority of the person signing on behalf of the tenderer shall be furnished alongwith tender.

Note:

- (a) In case of (iii) & (iv) above, a copy of Partnership Deed Agreement or General Power of Attorney attested by the Public Notary shall be furnished, if the same has not already been furnished to the Department.
- (b) In the case of the Partnership Firm, where authority as aforesaid has not been conferred upon any individual by Partnership Agreement or Power of Attorney, tenders and other related documents must be signed by every Partner.
- (c) A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to do so and if on enquiry, it appears that the person so signing had no authority to do so, the Purchaser, without prejudice to other civil and criminal remedies may cancel the Tender / Contract & hold the signatory liable for all cost of damages.
- (d) Each page of the tender documents, schedules in the tender and annexure if any, should be signed and stamped by the tenderer in lieu of acceptance of Terms & Conditions as mentioned in the Tender Documents. Cuttings / over writings / eraz-ex, if any, must invariably be initialed by the person signing the documents / deed.

4.0 SUBMISSION OF TENDERS

The sealed Tenders are to be submitted for the “Repairing of HT Motor No. 14” as detailed in the Tender Form, Bill of Prices & Quantities, Schedule “A” attached hereto and shall be received by the Executive Engineer, Lift Irrigation Construction Division, Irrigation & Water Resources Department, U.P., Varanasi up to **14:00 Hours on 18/06/2019** or any subsequent date notified / rescheduled. Special attention of the tenderers are invited regarding submission of tender up to stipulated date and time, failing which same shall not be entertained, irrespective of any eventuality and reason. Contract made on this account is governed by conditions contained in Instructions to Tenderers, General Conditions of Contract Form-111, Form-112, Special Conditions Of Tender / Contract, Technical Conditions and Letter of Acceptance (in the event of tender being accepted).

5.0 SUBMISSION OF GENUINE DOCUMENTS

The Tenderer may please note that Photostat Copies of only genuine documents duly signed & stamped by the Tenderer be only submitted along with their offer and in the event of the same being found forged / false, their offer along with Earnest Money deposited may be forfeited & besides this, they may be **Black Listed** and debarred from taking part in future tender/contract in the Department/Government forever, necessary legal action in such cases shall also be initiated against the Tenderer as per law in force.

6.0 LANGUAGE OF THE TENDER OFFER

The Offer prepared by the Tenderer, as well as correspondence and document relating to the offer exchanged by the Tenderer and the Consignee shall be made in Hindi or English language. **Only English numerals shall be used in the Offer.** Certificates in regional languages should accompany their translation in Hindi or English duly signed by the bidder.

7.0 VALIDITY OF OFFER

The tendering firms shall note that their offers, remain open for acceptance up-to **Four Months** from the date of opening of the tender offer (i.e. upto **18.10.2019**), provided the holiday is not declared and in such case, the offer shall remain open for acceptance till the next working day. If the Firms/Contractor fail to keep their offers open for the specified period, their offers may not be considered. Agreement for validity commitment in prescribed proforma (Annexure-VC) on **Rs. 100/-** non-judicial stamp paper duly signed by the tenderer is to be submitted with the tender. **An offer valid for a shorter period is liable to be rejected** by the Consignee treating the same as non-responsive.

8.0 INCOMPLETE OFFERS

The tender is liable to be rejected out rightly if complete information, particulars & data as desired in the different schedules of the tender are not given, taking into account the conditions stipulated in the tender documents.

9.0 (i) **CONDITIONAL OFFERS**

Conditional Offers are liable to be rejected out-rightly. Tenders qualified by such vague and indefinite expressions such as "Subject to Condition / Immediate Acceptance / Prior Sale" shall not be considered.

(ii) **POST TENDERED DOCUMENTS**

No Post Tendered documents shall be accepted unless otherwise some clarifications / documents desired by the purchaser.

10.0 **DEVIATION**

No deviation by the tenderer in respect of Technical Specifications & Conditions as stipulated in Tender Documents shall be accepted.

11.0 **EARNEST MONEY**

Tenderers may please note that each tender must be accompanied with Earnest Money amounting to **Rs. 10,000.00 (Rs Ten Thousand only)** in any of the prescribed instruments as mentioned below, duly pledged in favour of The Executive Engineer, Lift Irrigation Construction Division, Varanasi, valid for a period of **4 months** from the date opening of the offer (i.e. upto 18/10/2019) if presented in any of the instruments mentioned herein under at (a)/(b)/(c)/(d) and **10 months** from the date of opening of offer (i.e. upto 18/04/2020), if presented in the form of Bank Guarantee as mentioned herein under at (e), failing which their offer shall not be considered.

- (a) Post Office's Cash Certificate.
- (b) Post Office's Saving Account.
- (c) Call deposit Receipt of State Bank of India or any other Scheduled Bank.
- (d) Term Deposit Receipt / Fixed Deposit Receipt of a Scheduled Bank.
- (e) **Bank Guarantee** of a Scheduled Bank on **Non Judicial Stamp paper of worth Rs. 100.00** as per prevailing Government orders of U.P., duly affixing Revenue Stamp of Rs.1.00 thereupon on enclosed prescribed proforma (Annexure-EM). Due precautions shall be taken in preparation of Bank Guarantee in respect of the following :-
 - i. The non-judicial stamp paper used in preparation of Bank Guarantee must be legally acceptable.
 - ii. As per Indian Stamp Act 1899, the duty shall be payable by the person drawing, making and executing the bond. The stamp paper used in Bank Guarantee shall be issued by Government Treasury / Authorized Bank / Authorized Vendor in the name of Bank, issuing the Bank Guarantee.
 - iii. Reference of offer of tenderers should be properly entered in the blank places of prescribed format of Bank Guarantee.
 - iv. The Bank Guarantee Bond shall be written in such manner that stamp may appear on the face of the bond.
 - v. All the cutting and erasers shall be properly authenticated and if any additional paper is required, only water marked paper shall be used.

Note :-Bank Guarantee Bond not complying with the above stipulations shall not be accepted.

11.1 **EXEMPTION FROM EARNEST MONEY:**

As per U.P. Government GO No. 5/2016/253/18-2-2016-3(SP)/2010 Dt.01.04.2016, Micro & Small Enterprises and Industrial Co-operatives within U.P. State, which are certified as such by the Commissioner and Director of Industries, by Deputy Commissioner, District Industries Centre of States for the Tendered item are exempted from depositing the Earnest Money.

The Khadi and Village Industries Co-operative Societies of U.P. State, registered as such with the Khadi and Village Industries Board/Khadi and Village Industries Commission on furnishing proof of such registration are also exempted from furnishing earnest money.

Micro & Small Enterprises registered with National Small Industries Corporation (NSIC) for the Tendered item are also exempted from depositing the earnest money.

However, they are required to submit scanned copy of their request along with copy of their valid registration as desired, duly attested by Public Notary with their tender offer, failing which exemption shall not be admissible.

11.2 **RELEASE OF EARNEST MONEY:**

- (a) Unsuccessful tenderer's bid security shall be discharged / returned after the finalization of Contract.
- (b) The successful tenderer's bid security will be discharged upon the bidder signing the Contract and furnishing the performance security.
- (c) The Earnest Money may be forfeited:
 - (1) If a tenderer (i) withdraws its bid during the period of bid validity specified by the Consignee (ii) does not accept the correction of errors and (iii) modifies its bid price during the period of bid validity specified by the Consignee.

- (2) If the qualified tenderer fails:
 - (i) to sign the Contract with the Consignee.
 - (ii) to furnish performance security.

Note:-(1) Bank Guarantee Bond not complying with the above stipulations shall not be accepted.
(2) EMD in any other instrument or in cash shall not be accepted and offer is liable to be rejected out-rightly.

12.0 BID PRICE

12.1 The Bidder shall quote rates separately in the Price Schedule/BOQ unit price, GST and other charges for complete work, along with total offer price for complete work as specified in Technical Conditions. Prices shall be quoted in Indian Rupees only.

12.2 Total Offer price for complete work indicated in the Price Schedule/BOQ as mentioned in Para 8.1 above, shall include all expenses in regards to the dismantling, opening, transporting, loading, unloading, repairing, assembling & testing of HT Motor No. 14 at destination site, i.e. Narainpur Pump Canal, Mirzapur, U.P. and comprehensive Performance Guarantee as stipulated aforesaid in Clause No. 11.0 of Instruction to Tenderers.

- (i) The cost of complete repair work including dismantling, opening, transporting, loading, unloading, repairing, assembling & testing at site.
- (ii) GST and other statutory taxes as per Clause 12.0, 13&14.0 of Special Condition of Contract.
- (iii) The Price of Octroi, Toll Tax, Entry Tax & Other Taxes as mentioned in SCC.

12.0 COMMUNICATIONS

All communications shall be addressed to the official designation and not to individuals.

13.0 ADDRESS & LOCATION OF THE TENDERER

The Tenderer shall mention clearly the address of their Registered Office & Works along with Telephone/Fax No./email if not given in the letter pad. Any change in address/phone number/Fax no./email etc., shall immediately be intimated to the Purchaser and Consignee by the Tenderer.

14.0 PROCEDURE OF TENDERING

The tenderer shall submit their tender in two parts in separate envelopes duly sealed & marked (i) Technical Part and (ii) Commercial Part. **Technical Part** containing Earnest Money, Power of attorney, Industry's Registration/Class-A Registration in Irrigation Department, Tender Document Fee if the Tender Document is not purchased from the Office of Executive Engineer, Lift Irrigation Construction Division, Varanasi but downloaded from Irrigation Department website), GST Registration Certificate, Tender Form, Warranty Clause, Validity Commitment, Relation Certificate, affidavit regarding Black Listing / Debaronthe prescribed form annexed, IDT-1, IDT-2 and IDT-3 & **Commercial Part** containing complete Commercial Offer including Prices (BOQ) and other commercial details as per Conditions mentioned in the Tender Document.

The envelopes without marking Technical Part or Commercial Part shall not be opened.

All these sealed envelopes with separate marking shall be placed in one envelope, duly sealed and superscribed as below:-

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD, VNS/19-20
REPAIRING OF HT MOTOR NO.14 FOR NARAINPUR PUMP CANAL
UNDER JURISDICTION OF LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI

- NOTE:-**
- (1) Envelop containing Technical Part / Commercial Part of the offer shall be superscribed as Technical Part and Commercial Part as the case may be.
 - (2) Tenderers may please note that failure of submission of tenders in the manner prescribed as above may make their offer invalid.

DATE FOR OPENING OF THE TENDER OFFER 18.06.2019 at 3:00 PM

(A) Technical Part of the Tender Offer shall contain as under:-

- (i) **EARNEST MONEY** in the prescribed instruments as stipulated aforesaid in Clause no. 11.0 of Instruction to Tenderers.
- (ii) **POWER OF ATTORNEY** as per stipulation in Clause 3.00 of Instructions to Tenderers,
- (iii) **TENDER FEE:** In case of tender document being not purchased from Executive Engineer, Lift Irrigation Construction Division, Varanasi but downloaded from Irrigation Department website (www.idup.gov.in), the tender fee of **Rs. 1770.00** shall be compulsorily deposited

along-with their offer by way of Cross Indian Postal Order / DD in favour of **Executive Engineer, Lift Irrigation Construction Division, Varanasi** as stipulated in Clause 1.0(i) of Instructions to tenderer and In case the tender fee is not deposited with Technical Part of the offer, their bid will not be considered.

- (iv) **INDUSTRY'S REGISTRATION OR CLASS-A REGISTRATION:-** A copy of firm's registration with D.G.S.&D. / N.S.I.C./ Director of Industries / Small Scale Industries Centre of State/ Govt. of India for the tendered work or Registration in Irrigation Department in Class-A (Mechanical/Electrical) is to be submitted.
- (v) **GST:-**Self Attested copy of GST Registration Certificate is to be submitted with the offer.
- (vi) **Warranty Clause**,Annexure-WC is to be submitted with the offer.
- (vii) **Tender Form** is to be submitted with the offer.
- (viii) **AFFIDAVIT REGARDING BLACKLISTING/DEBARR:-** Tenderer shall submit affidavit on Non-Judicial stamp paper of Rs10.00 regarding firm not being blacklisted or debarred by any Government/Department in any State, in the format as prescribed in Annexure "BL". It is mandatory to submit the affidavit on prescribed format.
- (ix) **Relation Certificate**, Annexure-RC is to be submitted with the offer.
- (x) **Character Certificate (IDT-1), Solvency Certificate (IDT-2) and Self Declaration Certificate (IDT-3).**

(B) **Commercial Part** shall contain complete Commercial Offer including prices in prescribed proforma in BOQ (Schedule of Prices, Schedule-A) and other commercial details as stipulated in Tender Document.

15.0 RECEIVING OF TENDER

Complete Tender offer shall be received upto **18.06.2019**, till **14.00** Hrs. in the office of the undersigned.

16.0 OPENING OF TENDERS

Tenders shall be opened **at 3:00 PM on 18June 2019** in the office of the undersigned.First, Technical Part of the Offer will be opened and if found responsive then only Commercial Part of the offer will be opened. If the Technical Part of the offer is not found responsive then their Commercial Part will not be opened and no claim will be entertain in this regard.

Note:-If a holiday is declared on the date mentioned above, the tenders shall be received / opened on the next working day on same time. The Department however reserves the right to postpone or prepone the opening of any of the above parts, for which the tenderer shall be informed accordingly. Tenderers or their authorised representative are at liberty to remain present at the scheduled time of opening of tenders.

PLACE OF OPENING OF e-BIDS : Office of the Executive Engineer,
Lift Irrigation Construction Division,
Varunapuram, Irrigation Colony, Sagra,
VARANASI-221010, UP.

ADDRESS FOR COMMUNICATION : Executive Engineer,
Lift Irrigation Construction Division,
Varunapuram, Irrigation Colony, Sagra,
VARANASI-221010, UP.
Mob. : 9454415230
Phone : 0542 2220237
e-mail : liftirrigation.varanasi@gmail.com

17.0 FINANCIAL EVALUATION AND COMPARISON OF TENDER OFFER

Tenderers may please note that the Tender Offer shall be evaluated in accordance with the relevant clauses of the tender documents.

- 17.1 Offer of only those tenderers shall be considered for evaluation whose documents will be found in accordance to the Terms and Conditions of the Tender Document.
- 17.2 Tenderers not quoting the prices in the manner as prescribed in the Price Schedule / BOQ shall be rejected. If any discrepancy is found between the landed price as quoted by firm and landed prices are calculated by adding Basic Price and GST etc., the later prices shall be taken as final.
- 17.3 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices.
- 17.4 No weightage shall be given to the tenderer specifying different technical specifications other than specified in the tender document.
- 17.5 Financial Evaluation of bids shall be done on the basis of lowest bid price including GST and any other price/taxes mentioned in the offer.

18.0 RIGHT OF ACCEPTANCE

- 18.1 The lowest responsive offer meeting all the criteria specified in Clauses of ITB.
- 18.2 Total prices per unit shall be calculated taking into account of the component mentioned in Column 5 & 6 and the bid shall be decided on the basis of total prices as mentioned in Column 7 (Grand Total). In case of any difference between the Landed Prices quoted by firm and Landed Prices as calculated, the later prices shall be taken as final.
- 18.3 The Consignee's decision in awarding the Contract shall be final.
The Purchaser does not pledge to accept the lowest or any tender and reserve the right to accept whole or part of the tender and to reject any or all the tenders without assigning any reason thereof and no claim of the tenderer shall be accepted.

19.0 CONTACTING THE ENGINEER

- 19.1 Tenderer shall not contact the Consignee/Department in person on any matter regarding their offer, from the time of the tender opening to the time of award of Contract. If the tenderer wishes to bring additional information to the notice of the Department, they can do so in writing.
- 19.2 Any effort by a tenderer to influence the decisions on bid evaluation, award of contract, may result in rejection of the bid.

20.0 BREACH OF TENDER CONDITIONS

The Tenderer should note carefully that in the event of breach of any terms and conditions or subsequent commitment of assurance forming part of their tender, purchaser shall have unquestionable right to reject the tender. In the event of offer being accepted, if the tendering firm does not turn up for signing the agreement on or before the scheduled date as stipulated in the acceptance letter, Earnest Money deposited with the department shall be liable for forfeiture and no claim whatsoever shall be accepted in such case.

21.0 RESPONSIBILITY OF SAFE DELIVERY OF MATERIAL UPTO DESTINATION

Attention of the Contractor is specifically invited to Clause-17 of the General Conditions of Contract Form-111 according to which the contractor shall be fully responsible for any loss or damages, which may occur during transit or at destination. The contractor shall ensure the material at his own cost for ensuring safe and full delivery of material/ equipment upto the destination.

22.0 Tenderers shall ascertain that their quoted prices are fixed and without any price variation unless otherwise mentioned and fulfill other conditions specified in the tender document.

23.0 PRICE / PURCHASE PREFERENCE

Firms seeking price/purchase preference shall clearly mention as to why they are eligible for such preference with respect to relevant prevailing G.O. along with relevant documentary proof.

24.0 The purchaser reserves the right to alter the specifications of the equipment/stores.

(PRADEEP PASBOLA)

Executive Engineer

Lift Irrigation Construction Division,

Irrigation & Water Resources Department, U.P., Varanasi.

GENERAL CONDITIONS OF CONTRACT (GCC)

Clause 1- The person or persons whose tender is accepted (herein after called the contractor) shall within one week after his or their tender has been accepted, deposit with the Government of Uttar Pradesh (herein after called the "Government") either in cash or in securities as provided in paragraphs 614 and 615 of the Financial Handbook Volume VI. Such sum as will with the earnest money deposited with the tender amount to rupee.

Further deposit

and where any security so deposited is not payable to bearer. The contractor shall endorse transfer in to the said Government in such a manner that the sum represented by it can be realized without the consent for assistance of the contractor. The contractor shall also permit Government at the time of making any payment to him for work done under the contract to deduct.

present of every such payment until the sums so deduct Will, with the money or securities deposited as aforesaid amount to Rupees (which last mentioned sum is hereinafter called Security Deposit). All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from, or paid by the sail of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security being reduced by Reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter deposit in cash or Government securities (endorsed or transferred) if necessary, the amount by which his security deposit has been so reduce.

Deduction from payment.

Security deposit

If not appropriate by the Government under the provisions of this contract. The security money or such balance there of as may be left over after making the deductions will refunded to the contractor after theEngineer has satisfied himself that all the contractor, but not before the expiry of the period of six months after the completion the work.

Provided that in case theEngineer is satisfied even before the expiry of the said period of six months that all the terms of this contract have been duly and faithfully carried out by the contractor the security money or such balance as aforesaid may be refunded to the contractor with the previous sanction of the head of department as provided in Rule 23 of Appendix XIX of the Financial Hand Book V, Part 1.

Clause 2A - Time is the essence of the contract. The contractor shall commence and shall complete the work covered by the tender on the date fixed by the Executive Engineer for the commencement and completion of such work and shall in the interval between those keep the work up to the schedule of quantities and dates shown in the Progress Statement to be signed by the contractor and attached to the tender, if the work falls in arrears of the Progress Statement either in quantity or in the time then forever day that the work is so in arrears the contractor shall be liable to pay as compensation and amount equal to one percent or such smaller amount as the Executive Engineer (whose decision in writing shall be final) may decide on the estimated cost of the whole work. Provided always that the entire amount of compensation to be paid under the provisions of this clause small not exceed ten percent of the estimated cost of the work as shown in the tender.

Clause 2B- To be used instead of 2% when the latter is from the Nature of the work impracticable.

Compensation for delay

Clause 2C- The contractor shall commence and shall complete the work within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence work is given to the contractor. The contractor shall at all times during such period proceed with the work with due diligence and he shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown by the tender for everyday that the work remains uncommenced. Or unfinished after the proper dates and further in order to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed of any work exceeds one month to complete one fourth of the value or quantity as the Engineer may determine of the whole of the work before one fourth of the whole-time allowed under the contract elapsed, one-half of the value or quantity (as theEngineer may determine) of the work before one-half of such time has elapsed and three-fourths of the value or quantity (as the Engineer may determine) of the work before three-fourth of such time has elapsed. If the contractor fails to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such small amount as the Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for everyday that quantity of work remains incomplete Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender.

Clause 3- (i) In any case in which under any clause or clauses of his contract the contractor shall have rendered himself able to pay compensation amounting, to the whole of his security deposit (whether paid in one sum or deducted by installments) the Engineers all have power to adopt such of the following courses as he may deem best:

Action which whole of security deposit is forfeited

(a) He may rescind the contract by giving the contractor notice of session signed by the Executive Engineer and may then take the whole of the contractor's security deposit for the use of Government as compensation for the loss caused by the contractor's default.

(b) He may after giving the contractor ... day's notice in writing of his intention to do so, measure up the work done by the contractor and then employ and pay labors and supply or procure materials and carry on all or any part of the work himself on behalf of Government debiting the contractor with the actual cost and crediting him at the contract rate with the value of the work so done and may postpone till completion of the work so taken over assessment of the compensation to be paid by the contractor if any work is so taken over by the Engineer the certificate in writing of the Executive Engineer or of the Sub-Divisional Officer as to its cost and value shall be final and conclusive against the contractor.

(c) He may, after giving the contractor ... day's notice in writing of his intention to do so, measure up the work done by the contractor, take the work out of his hands and give a contract for its completion to another contractor and may postpone till the completion of the work the assessment of the compensation to be paid by the original contractor. If the ... Engineer elects to give the completion of the work to another contractor the original contractor shall pay any expenses which may incurred in excess of the sum which would have been paid to him if the whole work had been carried out by him and a certificate in writing of the Executive Engineer or of the Sub-Divisional Officer shall be final and conclusive as against the original contractor as to the amount of any such expenses.

(ii) If the Engineer does not desire to do so the work the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement, or made any advances on account of or with a view to the execution of the work or the performance of the contract and shall not be entitled to recover or be paid or to be given credit for any sum for any work there for actually performed by him under this contract, unless and until the Executive Engineer or the Sub-Divisional Officer acting under his order shall have certified in writing the performance of such work and the value of the contractor shall only be entitled to be paid the value as so certified.

(iii) If upon any occasion the Engineer abstains from exercising the power given to him by this clause such abstention shall not prevent him from exercising such powers upon a subsequent occasion if the contractor again makes default, nor shall such abstention absolve the contractor from liability to pay compensation for any default which he may have made.

Clause 4- If the Engineer exercises any of the powers given to him by clause 3 he may if he so desires take possession of all or any tools plant materials and stores in or upon the work or the side there or and belonging to the work of any part thereof and pay or allow the contractor for the same at the contract rate, or in case of these not being applicable. At current market rates to be certified by the Executive Engineer whose certificate there of shall be final and if the Engineer does not desire to do so the Executive Engineer may, by notice in writing to the contractor or his clerk or the works foreman or other authorized agent require him to remove such tools plant, materials or stores from the premises (within a time to be specified in such notice), and if the contractor fails to comply with any such requisition the Executive Engineer may remove them at the contractor's expense and at his risk in all respects by action or private sale and the certificate of the Executive Engineer as to expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action out taken under clause 3 powers to take possession of or require removal of or sell contractor's plant

Clause 5- If the contractor desires an extension of the time for completion of the work on the ground of any unavoidable hindrance to its execution having artisan, he shall apply in writing to the Engineer within 30 days the existence of such hindrance first becomes known to him and the Engineer shall if in his opinion (which shall be final) reasonable grounds be shown therefore, authorized such extension of time as may in his opinion be necessary or proper.

Execution of time

Clause 6- On completion of the work the contractor shall send a registered notice to the Sub-Divisional Officer (hereinafter called Engineer-in-charge) giving the date of completion and shall also send a copy of such notice to the Executive Engineer and shall request the Engineer-in-charge to give him a certificate of completion. No such certificate will be given nor shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish and cleaned all woodworks, door, windows, walls, floor or other parts of any building in upon or about which the work has been executed or of which he made have had possession for the purpose of the execution thereof, and if the contractor fails to do so on or before the date fixed for completion of work the Engineer-in-charge may do so, any may sale scaffolding and materials as have not been removed by the contractor shall forthwith pay all expenses so incurred and shall have no claim in respect of

Final certificate

Payment on intermediate to certificate be regarded as advances

any such scaffolding, surplus materials as aforesaid except for any sum actually realized by the sale thereof of on completion the work shall be measured by the Engineer-in-charge, whose measurements shall be binding and conclusive against the contractor.

Clause 7- In the case of work estimate to cost more than rupees one thousand, the contractor shall, on submitting the therefore be entitled to receive a monthly payment proportionate to the part there of than approved for such purpose be the Engineer-in-charge whose certificate of approval and passing of the sum so payable shall be final and conclusive against the contractor. But any such payments will only be made as advances to be credited to Government in the final settlement of accounts, with the contractor and not as payment of work completed and passed and the making of any such payment shall not either preclude the Executive Engineer or Sub-Divisional-Officer from requiring the contractor to remove or reconstruct re-erect any work on the ground that such work is bad unsound, imperfect or unskilled or prevent Government from enforcing any claim against the contractor on account of any default by him or conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way very or affect the contractor. The Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.

Inability to complete the work.

Clause 8- If the contractor abandons, or is unable to complete the work the Engineer may certify in writing the value of the work done by the contractor to words the completion of the contract such a certificate shall be final and conclusive against the contractor and he will not be paid more than the value of such work as so certified irrespective of the contract rates.

Clause 9- When the estimate on which a tender is made include lump sum in respect of the work the contractor shall be entitled the payment in respect of the items of work involved or the part of the work in questions at the same rates as are payable under this contract for other such items of work, unless the part of the work in question in not in the opinion of the Engineer-in-charge capable of measurements in which case the Engineer-in-charge may pay such lump sum as he may determine to be the value thereof and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor as to the basis upon which payment is to be made in such cases and as the amount to be paid.

Lump sum in estimate

Clause 10- Every month on or before date to be fixed by the Engineer-in-charge the contractor shall if so required, submit a bill for all works executed by him during the previous month and the Engineer-in-charge shall take or cause to be taken all measurements necessary for checking the contractor's bill and adjusting his claim as speedy as possible if the contractor does not submit this all within the time so fixed, the Engineer-in-charge may after giving the contractor day's notice in writing measure of depute someone to measure such work in the presence of the contractor whose signature of the list of measurements shall be sufficient authorizes to the Engineer-in-charge to draw up a bill based on such measurements and an a bill so drawn up shall be binding of the contractor. If the contractor fails to attend when such measurements are taken, such measurement shall be binding on him and if he attends but refuses to sign the list of measurements the matter shall be referred to the immediate superior of the Engineer-in-charge whose decision shall be binding the contractor.

Bills to be submitted monthly

Clause 11- The contractor shall submit all bills on the printed form which will be supplied to him at the office of the Engineer-in-charge and all the items in such bills shall be charged at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates here in after provided for such for such work.

Bills to be on printed forms

Clause 12- If the specification or estimate of the work provides for the use any special description of materials to be supplied from the Engineer-in-charge's store or if it required that the contractor shall use certain stores to be provided by the Engineer-in-charge such materials and stores and the price to the convenience of the contractor specified in the schedule here to annexed but not so as in any way to control the meaning or effect of this contract the contractor shall be supplied with such materials and stores as may from time to time be enquired by him for the purpose of the contract but only for such purpose and he shall pay for the same at the rates specified in the said Schedule or if no rates is so specified at cost price as defined in clause 13 thereof.

Stores supplied by Government

All materials so supplied to the contractor will become the property of the contractor, but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Executive Engineer except with the written permission of the Executive Engineer, and shall at all times be open to inspection by the Engineer-in-charge. The Executive Engineer seal however have the opinion to take over any such materials. If unused at the time of the completion or termination of the contract at the specified issue rate or the current market rate, whichever is less.

Clause 13- All articles required by the contractor for the construction of the work and which the contractor is to supply himself, shall be obtained by the contractor from the time which the Director of industries has made arrangements and if for the supply of any article no such arrangements have been made any such articles supplied by the contractor shall confirm to such specification and/ or tests if any, as may be prescribed by the Director of industries in consultation with the consuming department.

Clause 14- The contractor shall obtain from the stores of the Engineer-in-charge all such imported stores or materials as may be required in any considerable quantity for the work on any part thereof or for making up articles required therefore or in connection therewith. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contract in his account at the rates showed in the Schedule attached at the cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatever which shall have been incurred in the obtaining delivery of the stores aforesaid. The Executive Engineer may issue materials to a contractor from existing stock if he asked entered in the Schedule in such cash price charged will be the stock rate, market rate whichever is greater.

Store imported from Europe to be obtained from Government

Clause 15- The contractor shall execute the whole and every part of work in the most substantial and workmanlike manner and in every respect in strict accordance with the specification both as regards materials and otherwise. The contractor shall also confirm exactly fully and faithfully to the designs drawing and instructions in writing relating to the work signed by the Engineer-in-charge and togged in his office, and the contractor shall be entitle to inspect the same during office hours and may at his own expense have copies of the specification and of all such designs, drawings and instructions as aforesaid mode for his own use.

Work to be executed in accordance with specification drawing orders etc.

Clause 16- The Engineer-in-charge shall have power to make such alteration or in additions to the original specification, drawings designs and instructions as may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the additional work includes any item for which no rate is specified hereunder then the contractor shall carry out the work at the rate entered in the Schedule for Rates of the direct but if the Schedule does not contain any rate for such work has been settled by mutual agreement between him and the Engineer-in-charge with the approval of the officer accepting the contractor and if they are unable to agree upon a rate within two weeks from the date when the contractor received the order the Engineer-in-charge may by a notice in writing cancel the order for such work and carry it out in such manner as he may think best in the event of a dispute the decision of the EXECUTIVE Engineer shall be final and binding on the contractor.

Alterations specifications and designs.

Do not invalidate contract.

Extension in time in consequence of alternations.

Rates for additional works not in estimate or Schedule of Rate of the District

Clause 17- The Executive Engineer acting on the written orders of his immediate superior may at any time by notice in writing to the contractor either stop the work altogether or reduce or cut it down. If the work is stopped altogether, the contractor will only be paid for work done and expenses legitimately incurred by him or preparation for the execution of the work up to the date on which such notice is received by him such expenses shall be assessed by the Executive Engineer whose decision shall be final and binding on the contractor. If the work is cut down the contractor will be paid for the work as so cut down but in neither case will he be paid any compensation whatever for the loss or profit which he might have made if he had been allowed to complete all the work included in the tender.

No compensation or alteration in or restriction of work to be carried out.

Action and compensation

Clause 18- If the Engineer-in-charge is satisfied that he construction or any part of the work is faulty or that materials used in the same are inferior to those for which the specification provides or that any materials or articles provided by the contractor are not in accordance with the contract he may notwithstanding that such work, materials or articles may have been passed certified or paid for, serve the contractor with notice in writing specifying the work, materials or articles of which he complains and requiring the contractor or remove such defects or to replace such materials or articles within a specified period of time.

Payable in case of bad work

If the contractor fails to comply in all respects with the requirements of any such notice within ten days after the expiration of the period specified in that notice the Engineer-in-charge may himself remedy such defects or as the case may be replace such materials or articles and contractor shall pay all expenses incurred by the Engineer-in-charge in so doing and the certificate in writing of the Engineer-in-charge at so the amount of any such expense shall be final and binding upon the contractor.

Works to be
open to the
inspection

Clause 19- All works under or in one course of execution or executed in pursuance of the contract shall at all times be open for inspection and supervision by the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and on any other occasion of which he shall have had reasonable notice, either.....himself be present to refer orders and instructions or have responsible agent duly accredited in writing present for that purpose. Orders given to any such agent have the same effect as order given to the contractor himself.

Clause 19A- No labor below the age of 12 years shall be employed on the work.

Clause 19B- The contractor shall pay to his laborers a fair wage.

Clause 19C- The contractor before he commences work shall for post in a conspicuous place on the work a notice giving the rates of wages have been certified as fair by the Executive Engineer and (b) send a copy of the notice to the Executive Engineer.

Clause 19D- The contractor shall be bound and shall be responsible to comply with the provision of the labor laws in force in the State of Uttar Pradesh including the minimum Wages Act or any enactment in supervision extension or modification thereof which may be passed at any time or from time to time by a competent legislative body or any may have effect in the State of Uttar Pradesh and the rules and Regulations made there under of any amendments or modifications thereof for the time being in force. All expenses in connection with the compliance of such laws and rules shall be born by the contractor and the contractor shall neither demand nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses while submitting his tender.

In every case in which by virtue of the provisions of the labor laws in force in the State of Uttar Pradesh and the rules and regulations made there under the Government is obliged to pay any sum in the execution of the work. Government will recover from the contractor the amount so paid and without prejudice to the other rights of the Government the Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.

Clause 20- In order that the work may be measured and the correct dimension thereon taken the contractor shall not cover up any part of the same or otherwise place it beyond reach of measurement until he has either obtained the consent in writing of the Engineer-in-charge or of his subordinate in charge of the work or until he has given to the Engineer-in-charge or to such subordinate five day's notice in writing that the work is ready for measurement if the contractor covers up any work or places it beyond reach of the measurements without such consent and before the expiration of the period of such notice the contractor shall either as he may elect strip such work and of the materials used in its construction.

Clause 21- All work to be executed under the contract shall be executed under the direct on and subject to the approval in all respects of the Engineer-in-charge for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 22- Except where otherwise specified in the contract the decision of the Engineer for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meeting of the specification, design, drawing and instructions herein before mentioned. The decision of such Engineer as to the quality of workmanship or materials used on the work or as to any other question claim right matter or thing what so ever in any way arising out of or relating to the contract. Designs, drawing, specifications, estimates, instruction order or these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the completion or abandonment of the contract by the contractor shall also be final conclusive and binding on the contractor.

Notice to the given before work is cover up

Clause 23- If the contractor or his work people or servants shall break, deface injure or destroy any part of a building in which they may be working or any building road fence. Enclosure progress land or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause due to the negligence of responsibility (the decision of the Executive Engineer shall be final), the contractor shall at his own expense good such damage or default, the Engineer-in-charge may cause the same to be made good and the contractor shall pay expenses so incurred and the certificate of the Engineer-in-charge as to the amount of such expenses shall be final and binding on the contractor.

Director of work

Decision of the Engineer to be final contractor liable for damage done and for imperfection for 3 months after certificate

Clause 24- The contractor shall supply at his own cost all materials except such special materials if any, as may in accordance with the contract be supplied form the Engineer-in-charge's stores, plant, tools, appliances, implements ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substitute and whether included in the specification or other documents forming part or the contractor or referred so is these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require and shall pay for the carriage of oil such things to and from the work. The contractor shall also supply without charge workman with the means and materials necessary for the purpose of setting out works and for counting weighting and assisting in the measurement or examination of the work or materials at any time, if the contractor fails to do so the same may be provided by the Engineer-in-charge and the contractor shall pay the cost of the same as certified by the Engineer-in-charge whose certificate shall be final. The contractor shall also provide all necessary and lights required to protect the public from accident and shall bear the expenses of defense of every suit action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and shall also pay any damage and casts which may be awarded in any such person or which may with the consent of the contractor be paid to compromise any claim be any such person.

Contractor to supply plant, ladders, scaffolding etc. And liable for damage arising from nonprovision of light fencing etc.

Clause 25- The contractor shall not employ female labor in the execution of the work or any part thereof within the limits of a cantonment.

Female labor not to be employed

Clause 26- The contractor shall not assign or sublet the contract without the written approval of the..... Engineer and if the contractor does or attempts so do or becomes insolvent or commences any insolvency proceedings or makes attempts to make any composition with the creditors or if he or any of his servants or agents either directly or indirectly gives offers or promises any Bride, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employee of Government in any way relating to his office or employment or if any such office or person shall become in anyway directly or indirectly interested in the contract without having first obtained the permission in writing of the Government the Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to subletContract may be rescinded and security deposit forfeited for subletting, bribing of it contractor become insolvent

Clause 27- Any sum payable the contractor as compensation under any of these conditions shall be deemed to be reasonable compensation for the act or default in respect of which the same becomes payable without proof of the actual amount of damage or sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 28- In the case of a tender by partners, the contractor shall state the same of the members of the firm and shall notified to the Engineer-in-charge any change in the constitution of the firm as such change occurs.

Changes in constitution of firm.

Clause 29- In the case of any class of work for which there is no such specifications as in mentioned in rule I, such work shall be carried out in accordance with the district specification and if there is no district specification the work shall be carried out in all respects in accordance with instruct on and requirements of the Engineer-in-charge.

Action where no specification from

Clause 30- In these conditions unless there is something in the subject or context repugnant such an interpretation the expression 'work' or 'works' mean the work to be done to executed under the contract whether such work is permanent or temporary and whether it is original, altered, substituted or additional.

Definition of work

Clause 31- The additions and deductions on account of the percentage referred to at page 3 of the accepted tender will be calculated on the gross and not the net amounts of the bills for the work done.

Contractor's percentage whether applied to net of gross amount of bills (strike out this clause in the case of an item rate contract)

Clause 32- (1) In every case in which by virtue of the provisions of section 12 sub section (1) of the workman's Compensation Act, 1932 Government obliged to paycompensation to a workman employed by the contractor or by sub-contractor from him in the execution of the work Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Government under section 12, sub section (2) of the said Act. Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited to the contractor or to his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.

Compensation to workman

(2) Government shall not be bound to contest any claim against it under section 12 sub section (1) of the said Act except on the written request of the contractor and upon his giving to Government foul security for all cost for which Government might become liable in consequence of consisting the claim.

Clause 33- Net withstanding anything stipulated in the aforesaid clause Government shall have power to retain any sum due to the contractor(s) and set off all claims against him (them) whether arising out of the particular contract or out of any other transaction or contract held by him (them) alone or in partnership with others.

Clause 34- All disputes in respects of the contract arising between contractor and the department will be put up to the EXECUTIVE Engineer and his decision shall be final and legally binding on both parties.

Clause 35- Quantities are liable to variation on either side without entitling the contractor to compensation on his account.

Clause 36- Contractor shall himself make proper living accommodation, water and sanitary arrangements etc. for laborer which ordinarily be arranged through employment Exchange and will give preference to Ex-Service-man. He will have to remove any undesirable labor it ordered by the department.

Clause 37- Claim not preferred within 48 hours of occurrence is liable to be rejected.

Clause 38- No extra payment shall be made to the contractor for making profits and manures in connection with the executing of the work as per G.O. No. 355-38/66 Xxiii-1B-1T dated 12-06-1966.

Clause 39- During the course of construction if any emergency is forwarded due to any clause of claim of works the contractor shall send a registered notice to the Executive Engineer-in-charge within a fortnight of the origin of the claims. If he fails to do so or if he postpones submission of such claims till the completion of work, he will be entitled to no compensation.

Clause 40- The contractor shall not influence or direct labor borne on the Muster Roll or by any other contractor by paying higher ways or providing extra facilities without the permission of the Executive Engineer and if he done so contrary to the above will be responsible for the loss of or damage caused or claimed by other parties and the decision of the Executive Engineer as to the amount of such damage shall be final and binding on both the parties.

Clause 41- This agreement is subject to the standard specification. The clearance of site shall be done by the contractor as his own expenses.

Clause 42- Income Tax @2% shall be deducted from the bill in terms of sub-section (i) of section 194 (c) of Income Tax Act XVI of 1972.

Clause 43- FOR FAMILY PLANNING PURPOSES IN CONTRACT –

The contractor agrees to persuade all his labor & other employees including casual labor employed by him to adopt family planning techniques (including Vasectomy and Tubectomy) in lines with the policies and programme announced by the state Government from time to time in relation to the State in so far as may be applicable and to furnish Engineer-in-charge monthly report in this behalf.

Executive Engineer

Lift Irrigation Construction Division,
Irrigation & Water Resources Department, U.P.,
Varanasi.

**SCHEDULE SHOWING (APPROXIMATE) MATERIALS TO BE SUPPLIED
FROM THE STORES FOR WORKS CONTRACTED TO BE
EXECUTED AND THE RATES OF WHICH THEY ARE TO BE
CHARGED FOR VIDE CLAUSE 12 OF CONDITIONS**

Particulars	Rates at which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	
NIL	-	-	-	-

Signature of Contractor

Signature of Sub-Divisional Officer

Executive Engineer
Lift Irrigation Construction Division,
Varanasi

PUBLIC WORK DEPARTMENT UTTAR PRADESH

LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI

ITEM OF PERCENTAGE RATE-TENDER OF CONTRACTORS

Name of work :Repairing of 11KV, HT Motor No. 14, 1100KW, BHEL make of Narainpur Pump Canal.

Name of Contractor

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a from of invitation to tender posted on a board hung of in the office of, and signed by the Sub-Divisional Officer/Executive Engineer.
This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposited to be deposited by the successful tender and the percentage, if any to be deducted from bills. This set of contract documents consisting of copies of drawing and details of the proposed work specifications schedule of quantities of various items of works and a from of the printed conditions of contract together with the from of tender to be used, signed for purposes of indentification by the sub-Divisional officer/Executive Engineer and approved by the authority competent to make the contract shall be available for public inspection at the office of the Sub-Divisional officer/Executive Engineer during the office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner. If must be signed on the behalf by a person holding a power-of-attorney authorizing him to do so.
3. Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by on of partners or by some other persons having authority to give effectual receipts for the firm.
4. Any contractor who submits a tender shall full of the prescribed form of tender striking out the alternative offer of page 3 of form not applicable to the case. Tender which purpose any alteration in the work specified in the form of notice inviting tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, or are not filled up in English or not accompanied by the deposit of earnest money notified will be liable to rejection. Tenders shall have the name of the work to which they refer written outside the envelope.
- 5.(a) The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors who made we present at the time and will enter the amount of several tenders in a comparative statement in suitable from. In the event of a tender being accepted a receipt for the earnest money forwarded herewith shall thereupon be given to the contractor who shall thereupon for the purpose of indentification, sign copies of the specification and other documents mentioned in Rule 1. In the event of tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned the contractor making the same.
- 5(b) When tenders are received by the Sub-divisional Officer he will open and deal with them in the manner specified above and will submit them to the Executive Engineer for orders. The earnest money if in currency notes shall be credited in the cash-book and paid into the Treasury's receipting Account Form No.3 being given to the party tendering. If earnest money is preferred in any of the securities specified in Rule No. 9, it shall be entered in the register of securities Accounts forms 85 and 86 Earnest money received in currency notes shall be returned to unsuccessful tenders as soon as their tender are rejected be usual stamp receipt being taked.
6. The accepting authority shall have the right of rejecting all or any of the tenders.
7. The receipt of an accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgement of payment to the sub- Divisional officer/Executive Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the sub- Divisional officer/Executive Engineer.

8. Memorandum of work tendered for shall be filled in and completed in the office of the sub-Divisional officer/Executive Engineer before the tender form is issued.
9. The amount of the earnest money should ordinarily be.
- | | | | |
|---|-------|------|-----|
| (a) When the amount of the tender does not exceed Rs. | 2,000 | | 50 |
| (b) When exceeding Rs. 2,000 and not exceeding Rs. | 5,000 | | 100 |
| (c) When exceeding Rs. 5,000 and not exceeding Rs. | 1,000 | | 200 |
| (d) For each additional Rs. 5,000 or portion of Rs. | 5,000 | | |
| Further sum of | | | 100 |

Such earnest money be deposited by the contractor in Government treasury or Sub-treasury laid down in paragraphs 340(a) (1) 344 and 345 (b) of the Financial Hand Book, Volume V Part I. Account Rules and the receipted treasury challan attached to the tender.

Note : The officer calling for tender may in special case where would be inconvenient for tenderers to deposit money into Government treasury, relax the rule and permit contractor's to deposit earnest money with him in cash or currency notes to limit of Rs. 100 instead of into treasury. Such deposits should be treated as "Public Works Department deposit".

TENDER FOR WORKS

"I" or "We" Hereby tender for the execution for the Governor of the work specified in the underwritten memorandum time specified in cash memorandum at the rate specified in accordance in all with the specification, designs, drawing the instructions in writing referred to in rule I hereof and in clause of the conditions of contract no with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

(a) If several such works are included they should be detail in a separate list.

MEMORANDUM

- (a) General description : Repairing of HT Motor No. 14 of NPC.
 (b) Estimated money : Rs.10.0 Lakh
 (c) Earnest money : Rs. 10,000.00
 (d) Time allowed for the work form date of written order to commence : **Two Week**

(b) Vide rule on page 2
 (c) Strike out the alternative and attach signature to it.

N.B.- When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information in all the column should be filed by the sub-divisional officers Executive Engineer.

2. In the case of works when contractor are required to quote their own rate for the different items of work the column (f) should be left blank for the tenders full in.

Item No.	Item of work	Approximate Number of quantity	unit	Per	Rate		(e) TENDERED
							(e) SANCTIONED
					(f) In figure		(f) in words
Rs.	P.						
	As per BOQ, Schedule A						

.....tender at percent above the rates entered above.

“I” or “We”

Or

Strikeout the alternative and attach signature to it.

.....tender at the above rates.

Should this tender be accepted,hereby agree to abide by and fulfill all the terms and provision of the conditions of contract annexed to the approved set of contract documents, or in default thereof forfeit and pay to Governor of Utter Pradesh or his successors-In-office the sum of money mentioned in the said conditions.

Give particulars and number.

The sum of Rs. Is herewith forwarded in currency notes as earnest money the full value of which shall be retained by Government on account of the security deposit specified in clause I of the said condition of contract.

Signature of witness to contractor’s signature.

.....
Dated theday of20

Signature of contractor before submission of tenders.

Witness
Address
Occupation
.....
.....

Here edter “Recommended” or non-recommended.

DateSub-Divisional Officersub-divisional

Signature.

.....
.....
Date.....Executive Engineer

Signature.

.....
.....
Date.....EXECUTIVE Engineer

Signature and official designation of the accepting authority.

The above tender is hereby accepted by me on behalf of the Government of Utter Pradesh.

.....
.....

Date theday of 20

OFFICE OF THE EXECUTIVE ENGINEER
LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD, VNS/19-20

**REPAIRING OF HT MOTOR NO.14 FOR NARAINPUR PUMP CANAL
UNDER JURISDICTION OF LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI**

SPECIAL CONDITIONS OF TENDER / CONTRACT

- NOTE:**
- (i) These Special Conditions shall be read and construed along with the annexed General Conditions of Contract 'Form-111' but in case of any contradiction or inconsistency between these Special Conditions and the General Conditions of Contract, the Special Conditions mentioned here in under shall prevail.
 - (ii) If any addition, deletion or alteration in the Conditions of Contract is made consequent to directions given by Government Conveyancer/Technical Audit Cell/Any other Government agency and if on account of such changes any financial liability is created, the same shall be to the contractor's account.
 - (iii) No deviations from the Special Conditions and Technical Conditions laid down shall be accepted in Technical Part of the e-Bid.
 - (iv) The Consignee is not bound to accept the lowest of any bid and may reject any or all the bids without assigning any reason. The Consignee may negotiate or re-tender on limited tender basis, if substantial financial benefit is likely to accrue to Irrigation & Water Resources Department, U.P. This is known as inviting 'Rock Bottom Rates' where in the bidders are given the choice to reduce their rates to the minimum level possible. The Consignee may also provide the counter offer rates, if need be, to the various bidders in the best interest of the Government.
 - (iv) Delay in delivery will be treated as bad performance of the Firm for future tenders of the Department.

DEFINITIONS: In this bid, where ever following words has been used, means as below:

- (i) Executive Engineer means Executive Engineer, Lift Irrigation Construction Division, Varanasi.
- (ii) Consignee means Executive Engineer, Lift Irrigation Construction Division, Varanasi.
- (iii) Engineer means Assistant Engineer-III, Lift Irrigation Construction Division, Varanasi.
- (iv) Contractor means Contractor whose bid offer has been accepted and with whome Agreement has to be signed.

1.0 SCOPE

This Tender / Contract is for **"Repairing of 11KV HT Squirrel Cage Induction Motor No. 14, 1100KW, BHEL Make"**for Narainpur Pump Canal, as per relevant Indian Standards. Detail of proposed work is as below:-

"Partial repairing of 1100 KW HT Motor No. 14 by shifting of motor from foundation to working place, dismantling by taking out rotor from stator, checking bearing clearing stator with overhead braiding and drying it by heating upto completion. Taking out overheated/damaged coil from stator safely.

Insulation of Coil by removing damaged insulation, insulating with "F" class insulating material like capton tape, Nomex Tape, Polyester mica tape, Capton mica tape, glass Tape & Epoxy Rasin as required for proper insulation (F Class).

Making new 04 coil by P/F super Enameled D.G.C. Copper strip, insulating with "F" Class insulating material like capton tape, Nomex Tape, Polyester mica tape, Capton mica tape, glass Tape & Epoxy Rasin as required for proper insulation (F Class). Note:- Burnt Copper strip used by Contrator.Providing & Fitting Bearing No. 6238in DE Side. Complete in all respect including cost of Bearing.

Rewinding of H.T. Stator by inserting 31 Nos. coils in stator wedging of coil by polyester chord of suitable size, connecting coil together with silver brazing rod& insulation over head braiding. Varnishing of H.T. Stator & Rotor with insulating varnish i.e. Bectol Red/Grey Gel, Epoxy Resin and heating to required dryness & I.R. value.

Re-assembling of motor shifting from working place to foundation installation & testing on no load. Alignment of motor with pump radially & axially both by using S.S. Shim, rubber coupling bushes etc. as required and then testing on no load at Narainpur Pump Canal Head."

1.1 This Tender / Contract shall be exclusively governed by the terms and conditions under the following headings:-

- (1) Tender Notice No. 01/19-20
- (2) Instructions to Tenderers
- (3) General Conditions of Contract, Form-111
- (4) Special Conditions of Tender / Contract
- (5) Schedule of Prices and Quantities, Schedule-A
- (6) Tender Form
- (7) Warranty Clause
- (8) Form of Agreement For Validity Commitment (Annexure-VC)
- (9) Form of Contract / Agreement
- (10) Proforma for Bank Guarantee bond for Earnest money (Annexure-EM)
- (11) Proforma for Bank Guarantee bond for Performance Security (Annexure-PS)
- (12) Relation Certificate, (Annexure-RC)
- (13) Declaration regarding Black Listing / Debarr, (Annexure-BL)

2.0 EARNEST MONEY

Tenderers may please note that each tender must be accompanied with Earnest Money amounting to **Rs. 10,000.00** (Rs Ten Thousand only) in any of the prescribed instruments as mentioned in Clause No. 11.0 of "Instruction to Tenderers", duly pledged in favour of the Executive Engineer, Lift Irrigation Construction Division, Varanasi.

3.0 VALIDITY OF CONTRACT

The Contract shall be valid till the validity of the Performance Security as stipulated in Clause 19.0 hereinafter.

4.0 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be entirely responsible for execution of the contract in accordance with the terms and conditions contained under the provision of the Contract issued by Executive Engineer, Lift Irrigation Construction Division, Varanasi.

5.0 COMPLETION SCHEDULE

02 (Two) Weeks from the date of signing of the Contract.

However the Consignee reserves the right to alter the Completion Schedule at the time of executing the Contract.

6.0 DELAYED IN COMPLETION SCHEDULE

The contractor shall not be allowed to detain/delay the completion abnormally and in the exigencies of Government work suffering in want of the said repair work, the Executive Engineer issuing Agreement/Contract shall be at liberty to rescind/cancel the order placed on the contractor and arrange the same work at prevailing market rate and the higher price if any paid against such work shall be recoverable from the contractor from his dues pending with the Department / Performance Security deposited by the Contractor or both.

7.0 RESPONSIBILITY FOR COMPLETENESS

Any fittings or accessories which may not have been specifically mentioned in the Schedule of Prices and Quantity but are usual or necessary shall be provided by the contractor without extra charges, so that Motor is complete in all respect.

8.0 FORCE MEJEURE CLAUSE

If at any time during the pendency of this contract, the performance in whole or in part without the consent of purchaser or any obligation under this contract is prevented or delayed by the reasons of any war, sabotage, fires, floods, strikes, lock-out, explosion, epidemics, quarantine restriction or other act of God, King, Government or ruler (hereinafter referred as eventuality), then the notice of happening of such eventuality is given by the contractor to the purchaser within 03 days from the date of occurrence of such eventuality thereof, the purchaser shall neither terminate nor claim any damages in respect of such non-performance or delay for the reasons as mentioned herein before, but the repair work shall be resumed as soon as possible after such eventualities have come to an end or ceased to exist. However the decision of Executive Engineer, Lift Irrigation Construction Division, Irrigation & Water Resource Department., U.P., Lucknow shall be final in such case.

9.0 REQUEST FOR TIME EXTENSION

The contractor shall apply for the extension of time when work is not expected to be completed within the stipulated schedule along with necessary documentary proof in support of their contention for extension of time, within the stipulated Completion Schedule, to the Executive Engineer, Lift Irrigation Construction Division, Irrigation & Water Resource Department, U.P., Lucknow, failing which request for extension of time is liable to be rejected and liquidated damages as per Clause 23 of General Condition of Contract-Form 111 shall become payable.

10.0 SUPPLY OF CORRECT MATERIAL / EQUIPMENT

The Contractor shall ensure that only those stores, which are correct and according to stipulated Specifications, are applied. In the event of discrepancies being found subsequent to the completion of the work, the Contractor shall replace / rectify them by correct stores free of cost to the purchaser as per "PERFORMANCE GUARANTEE / PERFORMANCE SECURITY" Clauses 18.0 & 19.0 mentioned herein after.

11.0 PRICES

11.1 The prices quoted in Column 5 of the Schedule of Prices & Quantities, Schedule-A shall be complete for required repair work including all type of expenses but exclusive of GST.

11.2 It is mandatory for the bidder to furnish the breakup of prices as required in Schedule-A (Schedule of Prices & Quantities) failing which the offer shall not be considered.

11.3 The bidders are required to quote FIRM & FIXED PRICES. In case prices quoted are variable, their offer is liable to be ignored.

12.0 GOODS & SERVICES TAX (GST)

12.1 Goods & Services Tax (GST) of any description whatsoever where leviable and intended to be claimed from the Department whether as part of price or by way of tax in pursuance of statutory provisions applicable to the bidder, the same shall be distinctly shown in Column 6 annexed Schedule of Prices & Quantities (Schedule A). Where this is not done, all claims for payment or reimbursement of GST of any description whatsoever whether as a part of the prices or as tax shall be deemed to have been waived off on all the occasions and no such claims shall be entertained on any ground whatsoever.

12.2 If any bidder desires to ask for GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the bidder are inclusive of GST then no liability for payment of the GST will be developed upon the Consignee.

12.3 In case GST and other duties / levies, if any, is quoted as inclusive in the prices, the contractor shall clearly mention the rate at which it is included in the prices with documentary proof.

12.4 **Any statutory variation** in the tariff of GST shall be to Department's account during the stipulated 'Completion Schedule' of contract. The Firm shall request the Consignee for change in GST with proper G.O. and after getting approval by the Consignee, the Firm can claim it in its Bill.

13.0 OCTROI, TOLL TAX, ENTRY TAX & OTHER TAXES

The prices shall be quoted exclusive of Octroi, Toll Tax, Entry Tax & other taxes and local duties imposed by State/Central Govt. if any but the same shall be distinctly mentioned in contractor's offer in case they are applicable. These shall be paid extra on actual basis on production of documentary proof of their payment and any statutory variation in the same during stipulated delivery period shall be to the purchaser's account.

14.0 PAYMENT TERMS

Subject to any deduction which the Purchaser decides to make under the Contract or subject to any additions or deductions provided for, under Clause-10.0 of General Conditions of Contract Form-111, the Contractor shall be entitled for payment by the Consignees mentioned in Schedule of Supplies, Schedule-A. Payment shall be admissible in accordance with following schedule:-

(i) 90% (Ninety percent) of value of Work (Basic Prices) plus 100% (Hundred percent) Taxes & Duties (GST), against completion of work in satisfactory condition at Consignee's site.

(ii) Balance 10% (Ten percent) of Basic Price after check and verification of HT Motor's run of 200 hrs on full load.

The purchaser reserves the right to modify the above payment terms.

15.0 DISCOUNT

Any discount in rates shall be distinctly mentioned in BOQ, Schedule-A.

16.0 COMPARISON OF PRICES

The comparison of prices shall be on the basis of F.O.R. destination (Landed Rates) inclusive of Ex Works prices with GST.

17.0 PERFORMANCE GUARANTEE

The performance of repaired motor shall have to be guaranteed for a period of **06 calendar months** from the date of testing. If any defect in respect of Design/Inferior Material/Workmanship or quality etc. is noticed during guarantee period, the material shall be replaced/rectified as the case may be, by the Contractor at his own cost & risk within one month positively from the date of intimation of the defect.

18.0 PERFORMANCE SECURITY

In the event of a contract being placed to a Contractor, he shall have to deposit Performance Security amounting to 10% value of the Contract Value within 07 days from the date of issuance of acceptance letter (whether registered with D.I. Kanpur, U.P. Small Scale Industries Centre, D.G.S.&D./N.S.I.C., Khadi and Village Industries Board/Khadi and Village Industries Commission or not, he shall have to deposit Performance Security), failing which it will be presumed that the firm is not interested in entering into Agreement and the offer of the firm shall be ignored at the risk and expenses of the firm and earnest money deposited shall be forfeited.

The aforesaid Performance Security if deposited in the form of Bank Guarantee issued by a Scheduled Bank on non-judicial stamp papers legally acceptable as per stamp act 1899, equivalent to 0.5% of the performance security amount, subject to the maximum Rs.10,000.00 on the prescribed proforma annexed as Annexure PS of Bid document herewith, valid for payment for a period of **12 months** from the last date of stipulated commissioning period, pledged for payment in the name of **Executive Engineer, Lift Irrigation Construction Division, Varanasi** for the purpose mentioned above and mentioned hereinafter.

The Performance Security may also be deposited as Call Deposit Receipt / TDR / FDR of any Scheduled Commercial Bank with **stamp duty@ Rs. 70/- per Rs 1000.00**.

The above stipulations shall not override the stipulations of Financial Hand Book.

19.0 QUALIFYING REQUIREMENTS

Tenderer shall invariably furnish the following information / documents with their Technical Part of the tender offer for the evaluation of their eligibility failing which their tender shall be rejected:-

19.1 DETAILS OF REPAIR WORKS DONE IN GOVT. DEPARTMENTS / GOVT. UNDETAKEINGS FOR BEING ELIGIBLE FOR CONSIDERATION IN THE ENSUING TENDER:-

The tenderer shall submit statement showing the quantity of 11KVHT, Motors, 1000KV or more duly repaired by them to Government Departments / Government Undertakings duly certified by their Statutory Auditors/Chartered Accountant up-to the date of submission of tenders in the *format annexed as Annexure A-1 herein after* duly certified by their Statutory Auditors/Chartered Accountant, along-with copies of Orders and Invoices for assessment of supplies actually made against the same.

To meet this requirement, the tenderer shall submit copies of supply orders placed on them and invoices as a proof of supplies actually made. However, this condition shall not be applicable for those tenderers who have already repaired 11 KV HT Motors of above capacity or more in Irrigation Department, U.P., but they are required to furnish the details as required under this clause.

19.2 PERFORMANCE CERTIFICATES IN RESPECT OF WORKS REFERED ABOVE:-

(i) The tenderer shall submit Performance Certificates of minimum 01No. of 11KV HT Motors, 1100KW or more to the Government Departments / Government Undertakings up to 31/01/2019 out of the supplies made as desired in Clause 19.1 above in successful use for a minimum period of **500 Hours**, upto the date of opening of this tender. To fulfill this requirement, the tenderer shall submit copies of performance certificates and statement showing details of Performance Certificates.

(ii) The tenderers who had repaired minimum 01No. of 11KV HT Motor, 1100KW or more in Irrigation Department, U.P., need not to submit Information required in above Clause 19.2(i). However, their performance shall be evaluated on the basis of their past repair works at the departmental level on the basis of information available till such time of evaluation and in case performance of their past supplies is found unsatisfactory or wanting, their Technical Part shall be primarily rejected on this ground only and no further evaluation of the same shall be done. Tenderer may please note that their consideration in earlier tender in the department shall not be a basis of their claim for consideration in this tender.

20.0 NOMINATION OF ENGINEERS

The Assistant Engineer-III, Lift Irrigation Construction Division, Irrigation & Water Resource Department, U.P., Varanasi would act as Engineer for the purpose of this contract as defined in Clause-I(x) of General Condition of Contract Form-111 annexed.

21.0 NOTICE TO CONTRACTOR

Any notice given to the Contractor shall be posted under Registered Cover / Speed Post / Fax to their address. The tenderer is therefore required to give their complete postal, telephonic & telegraphic address including fax number. Such posting other than fax message shall be deemed good service of such notice and the time mentioned therein for doing any act after notice shall be reckoned from the date on which such notice should normally reach him i.e. One Week.

22.0 RIGHT TO USE DEFECTIVE EQUIPMENT

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of equipment proves to be unsatisfactory, the purchaser shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or complete replacement is made without interfering with purchases operation.

23.0 NON PERFORMANCE

In the event of non-performance of any stipulated activity during pendency of the Contract, shall be treated as misconduct on the part of the firm and the firm may be **Black Listed** and debarred from taking part in future tender/contract in the Department/Government forever, necessary legal action in such cases shall also be initiated against the Tenderer as per law, enforce.

24.0 BLACK LISTING / DEBARR

Bidder shall submit an affidavit on Non-Judicial stamp paper of Rs 10.00 regarding Firm not being blacklisted or debarred by any Government / Department in any State, in the format as prescribed in Annexure-BL. It is mandatory to submit an affidavit on prescribed format.

25.0 If the Engineer Incharge orders any staff of the Contractor *persona non grata* then Contractor has to remove that staff from working site. Any person whosoever is found actively associated with Mafia and unsocial elements or organized crime or is a Mafia or Mafioso is disqualified from bidding or the contract will be cancelled after serving a show cause notice and if the Contractor is found repeating the same, then the proceeding of black listing him shall also be initiated.

26.0 Contractor shall make proper arrangement to prevent any casualty and will follow all security measurement laid down by Central and State's Government. Department will not be responsible for any causality or damage to the Contractor during the execution of work. If any mishap takes place then Contractor has to bear the loss and appropriate compensation has to be give by him to the victims as per law. No claim will be entertain by the Department in this regard. Any damage to Government property during execution of work shall be recovered from Contractor.

27.0 Department reserves the right to work in the vicinity of work site if any other work demands. Contractor will cooperate in this and will not do such activity which hemper or disturbe the other work.

28.0 No claim will be entertained for labours sitting idle in lack of work or in want of any administrative decision.

29.0 No oral commitment will affect the conditions of Contract / Agreement.

30.0 Contractor may have to work in night also for which no claim will be entertained.

31.0 Contractor will clean the work site after completion of work for which no extra payment will be made otherwise if Department has to do then the expenditure will be recovered from the Contractor's bill.

32.0 DISPUTE

(i) All disputes arising out of this Contract shall be subjected to the provisions of Arbitration and Conciliation Act-1996 and subsequent amendment thereof. Disputes not covered under the arbitration provisions shall be subjected to the territorial jurisdiction of Varanasi Courts only.

(ii) In case any dispute between Contractor and Executive Engineer / Assistant Engineer is not setteled, will go to Executive Engineer for orbitration whose dicsion will be binding for both the parties.

(PRADEEP PASBOLA)

Executive Engineer

Lift Irrigation Construction Division,

Irrigation & Water Resources Department, U.P., Varanasi.

नियम व शर्तें

TERMS & CONDITIONS

1. कोई भी निविदा दाता जो राज्य सरकार द्वारा काली सूची में दर्ज हो वह निविदा प्रक्रिया में भाग नहीं ले सकेगा।
2. राज्य बार काउन्सिल में पंजीकृत कोई भी अधिवक्ता निविदा प्रक्रिया में भाग नहीं ले सकेंगे। अनुबन्ध गठित होने के बाद भी उक्त तथ्य संज्ञान में आता है तो समाधान एवं सन्तुष्टि की दशा में ऐसे अनुबन्ध/पट्टे को सक्षम अधिकारी द्वारा सकारण आदेश प्रख्यापित कर तत्काल निरस्त कर दिया जायेगा।
3. एक निविदादाता केवल एक ही निविदा खरीद व डाल सकेगा।
4. यह संज्ञान में आने पर कि कोई निविदादाता किसी अन्य संभावित निविदादाता को निविदा प्रक्रिया में भाग लेने व निविदा डालने से रोका हो या धमकी दी गयी हो तो इसकी पुष्टि होते ही ऐसे निविदादाता के साथ यदि अनुबन्ध हो भी गया हो तो उसे निरस्त किया जा सकता है।
5. निविदा प्रपत्र पंजीकृत डाक/मान्यता प्राप्त कोरियर के माध्यम से कय/जमा करने के इच्छुक अधिकृत श्रेणी के फर्म द्वारा निविदा प्रपत्र का मूल्य भेजकर प्राप्त किया जा सकता है तथा प्रत्येक प्रकार से पूर्ण व सील्ड 'निविदा' को इसी प्रकार पंजीकृत डाक/मान्यता प्राप्त कोरियर सेवा द्वारा खण्डीय लेखाकार/कैशियर को उनके हस्ताक्षर प्राप्त करके (निविदा प्राप्त होने के प्रमाणक में) प्राप्त करायी जायेगी जो प्राप्त निविदाओं को तत्काल एक रजिस्टर में पंजीकृत करेंगे जिसमें निविदा प्राप्ति का समय व दिनांक आदि अंकित करके सम्बन्धित उपखण्डीय/खण्डीय अधिकारी को समय से सूचित करेंगे ताकि अन्य निविदाओं के साथ इस प्रकार प्राप्त निविदाओं को भी निविदा खोलने के पूर्व निविदा बाक्स में डाला जा सके। प्रतिबन्ध यह रहेगा कि रजिस्टर्ड डाक/मान्यता प्राप्त कोरियर सेवा द्वारा कार्यालय को प्रेषित निविदा में, निविदा प्राप्त करने की निर्धारित अन्तिम एक कार्य दिवस पूर्व तक ही प्राप्त की जायेगी। रजिस्टर्ड डाक/मान्यता प्राप्त कोरियर सेवा के विलम्ब के कारण यदि कोई निविदा विलम्ब से प्राप्त होती है तो उसका उत्तरदारयित्व विभाग का नहीं होगा।
6. विशिष्ट परिस्थितियों में निविदा जमा/खोलने के स्थान/समय/दिनांक में यदि कोई परिवर्तन होता है तो इसकी सूचना निविदा जमा होने के तीन दिवस पूर्व अधोहस्ताक्षरी के कार्यालय के सूचना पट पर प्रदर्शित कर दी जायेगी।
7. प्राप्त निविदा प्रपत्रों में पहले यह परीक्षण किया जायेगा कि निविदादाता ने चरित्र प्रमाण-पत्र (आई0डी0टी0-1), हैसियत प्रमाण-पत्र (आई0डी0टी0-2), स्वधोषणा प्रमाण-पत्र (आई0डी0टी0-3) तथा निर्धारित प्रतिभूति धनराशि ठीक-ठीक उपलब्ध करायी है या नहीं। इनमें किसी प्रकार की कमी या असंतोषजनक होने की स्थिति में निविदादाता द्वारा दी गयी दरें तुलनात्मक विवरण में अंकित नहीं की जायेगी।
8. निविदाएँ दो अलग-अलग बन्द लिफाफों में प्राप्त की जायेगी। निविदा समिति द्वारा सर्व प्रथम ठेकेदार के टेक्निकल बिड का लिफाफा खोला जायेगा, जो निविदादाता टेक्निकल बिड क्वालीफाई करेंगे, उनका ही फाइनेन्सियल बिड का लिफाफा खोला जायेगा एवं दरें अंकित कराई जायेगी। टेक्निकल बिड क्वालीफाई न कर पाने वाले निविदादाताओं का फाइनेन्सियल बिड सम्बन्ध में सम्बन्धित ठेकेदार का दावा मान्य नहीं होगा।
9. चरित्र प्रमाण-पत्र, हैसियत प्रमाण-पत्र व स्व-घोषणा प्रमाण-पत्र के फर्जी या गलत पाये जाने पर निविदा निरस्त कर दिये जायेंगे तथा सम्बन्धित ठेकेदार का नाम इस कारण तत्काल संविदा काली सूची में दर्ज कर दिया जायेगा।
10. वैट (मूल्य संवर्धित कर) नियमानुसार अलग से देय होगा जो निविदित दर में सम्मिलित नहीं होगा।
11. सशर्त निविदाएं स्वीकार नहीं की जायेगी।
12. निविदाएं खोले जाने की तिथि से 120 दिवस तक वैध मान्य होंगी।
13. मोटर मरम्मत सम्बन्धित समस्त कार्य नरायनपुर पम्प नहर शीर्ष पर ही करना अनिवार्य होगा।
14. मोटर के 100 घण्टे संचालन के बाद ही 90%भुगतान की कार्यवाही की जायेगी तथा 500 घण्टे संचालन के बाद शेष 10% भुगतान की कार्यवाही की जायेगी।
15. निविदा की दरें विभागीय दरों से कम प्राप्त होने पर शासनादेशानुसार 10%निम्न दरों तक 0.5% प्रति 1% कम दर पर तथा 10%से अधिक निम्न दर पर 1% प्रति 1%कम दर पर सिक्वोरिटी/परफारमेन्स गारन्टी ली जायेगी।
16. उपरोक्त क्षमता की मोटर निर्माता फर्म को आई0डी0टी0-1, आई0डी0टी0-2 व विभाग का रजिस्ट्रेशन प्रस्तुत करने की बाध्यता नहीं होगा।
17. निविदादाता निविदा देने से पूर्व यह सुनिश्चित कर ले कि उनके पास 1000 किलोवाट, 11 के0वी0 एच0टी0 मोटर से अधिक क्षमता की मोटर मरम्मत का पर्याप्त अनुभव हो। **बिना अनुभव प्रमाण-पत्र के निविदा स्वीकार नहीं की जायेगी।**
18. प्रत्येक निविदादाता को रू0-100.00 के नान जुडीशियल स्टैम्प पेपर पर एक रूपये का रसीदी टिकट लगाकर निर्धारित प्रपत्र पर अनुबन्ध लिखना होगा कि दरें 120 दिवस तक मान्य होंगी। इससे पहले निविदा/ आफर वापस लेने पर धरोहर धनराशि जब्त कर ली जायेगी।
19. नियमानुसार देय जी0एस0टी0, आयकर, स्टैम्प ड्यूटी देनी होगी। अनुबन्ध के समय नियमानुसार स्टैम्प ड्यूटी जमा करना अनिवार्य होगा।

OFFICE OF THE EXECUTIVE ENGINEER
LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD, VNS/19-20

REPAIRING OF HT MOTOR No.14 FOR NARAINPUR PUMP CANAL
UNDER JURISDICTION OF LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI

DETAILS OF REPAIR WORKS TO GOVT. DEPARTMENTS/GOVT. UNDETAKINGS

(To be filled in and returned with the tender)

Sl. No	Brief Description of Oil Immersed ATS (with HP)	Name of Agency Issuing Purchase Order	Purchase Order No. & Date	Date of Delivery	Remarks
1	2	3	4	5	6

(Signature of the tenderer along with Seal of Contractor)

OFFICE OF THE EXECUTIVE ENGINEER
LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD, VNS/19-20

REPAIRING OF HT MOTOR No. 14 FOR NARAINPUR PUMP CANAL
UNDER JURISDICTION OF LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI

TENDER FORM

From,

.....
.....

(Tenderer)

To,

**The Executive Engineer
Lift Irrigation Construction Division,
Irrigation & Water Resources Department, U.P.
Varanasi.**

Sir,

In reference to your invitation to tender for the above, I/We hereby offer to the Governor of Uttar Pradesh, the item in the schedule annexed or such portion thereof, as you may determine in strict accordance with the annexed General Conditions Of Contract Form-111, Special Conditions Of Contract/Tender, Detailed Technical Specifications & Conditions, Form of Agreement for Validity Commitment of Offer and Schedule of Prices & Quantities (BOQ) Schedule "A", Warranty Clause to the satisfaction of the Purchaser or in default thereof to forfeit and pay to the Governor of Uttar Pradesh, the sum of money mentioned in the said conditions.

2. I/We agree to abide by this tender for a period of **Four Months** from the date fixed for opening of tender offer, which can be increased, if necessary. In consideration of the Government having treated the Tenderer to be an eligible person whose tender may be considered, the Tenderer shall agree to the condition that the proposal in response to this invitation shall not be withdrawn by the Tenderer within **Four Months** from the date of opening of tender offer and also to the condition that if the Tenderer withdraws his proposal within the said period, the Earnest Money deposited by him be forfeited.
3. A sum of Rs.....in the form of.....(Earnest Money) has been forwarded to The Executive Engineer, Lift Irrigation Construction Division, Varanasi, duly pledged in his favour, the full value of which, if required, may be retained by the Governor against the Earnest Money as specified in Clause-3.0 of the Special Conditions of Contract /Tender if my/our tender is accepted.
4. I/We hereby undertake and agree to execute a contract in the form of Agreement/Contract annexed hereto in accordance with the conditions of Tender/ Contract, if my/our tender is accepted.
5. Further an Agreement for the validity commitment along with this tender form as per annexure overleaf has been forwarded on the prescribed proforma on General Stamp of Rs.100.00 affixing Rs.1.00 Revenue Stamp thereon, failing which the tender shall be liable for rejection.

Signed this.....day of.....2019.

Yours faithfully,

(Signature of Tenderer in full)

Name.....

VALIDITY COMMITMENT

Tender for

REPAIRING OF HT MOTOR No.14 FOR NARAINPUR PUMP CANAL UNDER JURISDICTION OF LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI.

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD, VNS/19-20

Name of Tenderer

In consideration of the Government of Uttar Pradesh having treated the tenderer to be an eligible person whose bid may be considered, the bidder, hereby agrees to the conditions that proposal in response to the above invitations shall not be withdrawn within 120 days from the date of opening of the bid also to the condition that if there after the tenderer, does withdraw his proposal within the said period, the Earnest Money deposited by him may be forfeited to the Government of Uttar Pradesh on the discretion of the later. Tenderer hereby also agrees that if subsequent to the submission of his bid, the bidder mends, alters or modifies the contents of his bid which are not acceptable to the Department, then bidder shall for the purpose of the aforesaid conditions be deemed to have withdrawn his proposal.

Signed this.....day of2019.

Signed By
(Witnesses)

Signed By
(Tenderer)

1.....

Name

2.....

Name.....

Note: The above Agreement is to be submitted on Rs.100.00 General Stamp Paper affixing Rs.1.00 Revenue Stamp thereupon.

FORM OF DECLARATION REGARDING BLACKLIST / DEBARR

AFFIDAVIT

Tender for

REPAIRING OF HT MOTOR No. 08 FOR NARAINPUR PUMP CANAL UNDER JURISDICTION OF LIFT IRRIGATION CONSTRUCTION DIVISION, VARANASI.

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD, VNS/19-20

Name of Tenderer

With reference to the aforesaid subject and as per requirement of the tender, I/we hereby confirm/declare that I/we,am/are not black listed/debarred by any Department/Organisation of any State or Central Government at the time of this tendering.

Signed this.....day of2019.

Signed By

(Tenderer)

Note: The above AFFIDAVIT is to be submitted on Rs.10.00 Non judicial Stamp Paper affixing Rs.1.00 Revenue Stamp thereupon.

SCHEDULE OF PRICES & QUANTITIES / BOQ

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD, VNS/19-20

Name of Firm M/s -----

Sl. No	Detail of Work	Quantity	Unit	Rate (Rs./job)	GST (Rs.)	Total Rate per job (5+6) (Rs./job)
1	2	3	4	5	6	7
1.	<p>Shifting of motor from foundation to working place, dismantling by taking out rotor from stator, checking bearing clearing stator with overhead braiding and drying it by heating up to completion. Taking out overheated/damaged coil from stator safely. Insulation of Coil by removing damaged insulation, insulating with "F" Class insulating material like Capton tape, Nomex Tape, Polyster mica tape, Capton mica tape, glass Tape & Epoxy Resin as required for proper insulation (F class). Making new 04 coil by P/F Super Enameled D.G.C. Copper strip, insulating with "F" Class insulating material like Capton tape, Nomex Tape, Polyester mica tape, Capton mica tape, glass Tape & Epoxy Resin as required for proper insulation (F class).</p> <p>Note:- Burnt Copper strip can be used by Contractor.</p> <p>Providing & Fitting NTN make Bearing No. 6238 in DE Side. Complete in all respect including cost of Bearing.</p> <p>Rewinding of H.T. Stator by inserting 31 Nos. coils in Stator wedging of coil by polyester chord of suitable size, connecting coil together with silver brazing rod & insulation over-head braiding. Varnishing of H.T. Stator & Rotor with insulating varnish i.e. Bectol Red/Grey Gel, Epoxy Resin and heating to required dryness & I.R. value.</p> <p>Re-assembly of motor, shifting from working place to foundation of Motor, erection & testing on no load. Alignment of Motor with pump radially & axially both by using S.S. Shim, rubber coupling bushes etc. as required and then testing on No load.</p>	01	Job			

Any statutory tax other than mentioned above.....

Discount, if any

- Note :**
- Total prices per job shall be calculated taking into account of the component mentioned in Column 5, & 6 and the lowest bid shall be decided on the basis of total rates as mentioned in Column 7 (Grand Total). In case of any difference between the Landed Prices quoted by firm and Landed Prices as calculated, the later prices shall be taken as final.
 - GST** will be admissible as per prevailing rates which should be mention by the bidder separately in the bid offer.
 - All cells of Column 5, 6 & 7 are essential to be filled by the Bidder.

(Signature of the Bidder)

**BANK GUARANTEE FORMAT
FOR
EARNEST MONEY**

PRESCRIBED VIDE G.O.NO.5/2016/253/18-2-2016-3 (एसपी),DATED 01-04-2016

Whereas (hereinafter called the "Tenderer") has submitted their offer dated..... for the "Repairing of HT Motor No.14, BHEL make,for Narainpur Pump Canal under jurisdiction of Lift Irrigation Construction Division, Varanasi,(hereinafter called the "Tender") against the Consignee's Short Term Tender Notice No. 01/HT MOTOR-14/NPC/LICD,VNS/18-19.

KNOW ALL MEN by these presents that WE ofhaving our registered office at are bound unto (hereinafter called the "Consignee) in the sum of for which payment will and truly to be made to the said Consignee, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of2019.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Consignee during the period of its validity.
 - (a) Fails to furnish the Performance Security for the due performance of the Contract.
 - (b) Fails or refuses to accept/execute the Contract.

WE, undertake to pay the Consignee up to the above amount upon receipt of its first written demand, without the Consignee having to substantiate its demand, provided that in its demand the Consignee will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 10 (Ten) months after opening of the aforesaid tender enquire and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name and address of the Bank / Branch

**Bank Guarantee Format
FOR
PERFORMANCE SECURITY**

PRESCRIBED VIDE G.O.NO.5/2016/253/18-2-2016-3 (एसपी), DATED 01-04-2016

To,

The Executive Engineer,
Lift Irrigation Construction Division,
Irrigation & Water Resources Department, U.P.,
Varanasi.
(For the Governor of Uttar Pradesh)

WHEREAS (name and address of the Firm) (hereinafter called "The Contractor") has undertaken, in pursuance of contract / acceptance letter no..... dated to Repairing of HT Motor No. 14 of Narainpur Pump Canal (description of goods and services) (herein after called "The Contract").

AND WHEREAS it has been stipulated by you in the said contract / acceptance letter that the supplier shall furnish you with a Bank Guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Firm/Contractor, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 2019.

.....
(Signature of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name and address of the Bank / Branch

WARRANTY CLAUSE

PRESCRIBED VIDE G.O.NO.5/2016/253/18-2-2016-3 (एसपी), DATED 01-04-2016

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD, VNS/19-20

The Contractor hereby declares that the HT motorrepaired under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained / mentioned in Special Conditions & Technical Conditions hereof and the Contractor hereby guarantees that the said work would continue to conform to the description and quality aforesaid for a period of **06 months** from the date of Commissioning of the said goods/stores/articles to the purchaser and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 06 months, the said goods/stores/ articles be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods / stores / articles will be at the sellers risk and all the provisions herein contained relating to rejection of goods, etc. shall apply. The Contractor/Seller shall, if so called upon to do, repair the goods, etc. or such portion thereof as is rejected by the purchaser free of cost at the ultimate destination otherwise the contractor shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

(Seal & Signature of the Bidder)

Note: Bidder shall submit a notarized affidavit on stamp paper Rs. 10/- in this regard.

RELATION – CERTIFICATE

SHORT TERM TENDER NOTICE NO. 01/HT MOTOR-14/NPC/LICD, VNS/19-20

Certified that no relative of the undersigned is working in “Lift Irrigation Construction Division, Varanasi”.

Signature of Tenderer

Address:-
.....
.....