

JOB NO: ED-IV(426) dated 12.02.2026

E-TENDER FORM



U.P. STATE INDUSTRIAL DEVELOPMENT AUTHORITY

NAME OF WORK: Providing Street, High Mast Lighting System and poles to cover dark spot and AMC 03 years at I.A. GC Jainpur Housing ,Kanpur Dehat.

**OFFICER INVITING TENDER
Senior Manager (E) HQ
U.P. State Industrial Development Authority
Kanpur**

U.P. State Industrial Development Authority
A-1/4, LAKHANPUR, KANPUR

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SECTION -I

INSTRUCTIONS TO BIDDERS/TENDERERS (ITB)

(A) THE TENDER DOCUMENT

1 Cost of Bid Document/ e-Tender Processing Fee

a) The tenderer shall bear all costs associated with the preparation and submission of its e-Bid to UPSIDA hereinafter referred to as “the Department”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

b) This tender document is available on the web site <http://etender.up.nic.in> on UPSIDA website www.onlineupsida.com at E-link and U.P Electronics Corporation Limited website www.uplc.in to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of **Rs. 5,377/- (including GST) (Rupees Five Thousand Three Hundred Seventy Seven only)** through RTGS only payable in favor of **UP, State Industrial Development Authority, A/c No. 50100215419955, IFSC Code: HDFC0000298, HDFC Bank, Govind Nagar, Kanpur** scanned copy of RTGS receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee of **Rs. 5,377/- (Including GST)** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

2 Contents of e-Bid Document

2.1 The scope of work, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

- (a) Invitation for e-Bid
- (b) Section I : Instruction to tenderers;
- (c) Section II : Conditions of Contract;
- (d) Section III : Technical e-Bid;
- (e) Section IV : Financial e-Bid;

2.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the tenderer's risk and may result in rejection of the said e-Bid.

3 Amendment of e-Bid Document

3.1 At any time prior to the deadline for submission of e-Bid, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in) , UPSIDA web site at E-link through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

3.2 It shall be the sole responsibility of the prospective tenderers to check the web site <http://etender.up.nic.in> or UPSIDA Website www.onlineupsida.com from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Department shall not be responsible for it.

3.3 In order to allow prospective e-Tenderers a reasonable time to take the amendment into account in preparing their e-Bids, the Department, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and UPSIDA Website www.onlineupsida.com

4 Language of e-Bid

4.1 The e-Bid prepared by the tenderer, as well as all correspondence and documents relating to the e-Bid exchanged by the tenderer and the Department shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

5 Documents Constituting the e-Bid

5.1 The e-Bid prepared by the tenderer shall comprise the following components:

(a) **Technical e-Bid** - Technical e-Bid will comprise of :

- (i) **Fee Details** – It will consist of the cost of bid document/ e-Tender processing fee document and prescribed earnest money in prescribed form.
- (ii) **Qualification Details** – includes copies of required documents in PDF format justifying that the tenderer is qualified to perform the contract if his/her bid is accepted and that the tenderer has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract.

(b) **Financial e-Bid** – Financial e-Bid will comprise of :

- (i) **Price Schedule/BOQ** – includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

6 e-Bid Form

6.1 The tenderer shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document.

7 e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

8 Documents Establishing tenderer's Qualification

8.1 The tenderer shall furnish, as part of its technical e-Bid, documents establishing the tenderer's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the tenderer electronically in the PDF format.

8.2 The documentary evidence of tenderer's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in e-tender document.

9 e-Bid Security/Earnest Money (EM)

9.1 The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EM of **Rs. 2,06,000/- (Rupees: Two Lacs Six Thousand only)** for UPSIDA Registered Contractor and **Rs. 4,12,000/- (Rupees: Four Lacs Twelve Thousand only)** For other Department Registered Contractors in form of RTGS only in favor of UPSIDA, in the **A/c No. 50100215419955, IFSC Code: HDFC0000298, HDFC Bank, Govind Nagar, Kanpur** scanned copy of RTGS receipt of Security/ EMD with transaction Id certified by the same

bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.

9.2 Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Department.

9.3 Unsuccessful tenderer's e-Bid security will be returned promptly as soon as possible after the acceptance of L1 e-Bid.

9.4 The successful tenderer's e-Bid Earnest Money will be converted as part of security upon the tenderer signing the Contract.

9.5 The e-Bid security may be forfeited:

(a) If a tenderer (i) withdraws its e-Bid during the period of e-Bid validity specified by the tenderer on the e-Bid Form; or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the tenderer on the e-Bid form or

(b) In case of a successful tenderer, if the tenderer fails to sign the Contract with the Department in scheduled time.

(c) If any of the papers submitted by the contractor in e Bid are found false / fraudulent on verification of these papers at any stage of contract.

10 Period of Validity of e-Bid

10.1 E-Bid shall remain valid for 90 days after the date of e-Bid opening prescribed by the Department. An e-Bid valid for a shorter period shall be rejected by the Department as non-responsive.

10.2 In exceptional circumstances, the Department may solicit the tenderer's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A tenderer may refuse the request without forfeiting its e-Bid security. A tenderer granting the request will not be required nor permitted to modify its e-Bid.

11 Format and signing of e-Bid

11.1 The tenderer shall prepare one electronic copy each of the technical e-Bid and Financial e-Bid separately for two bid system.

11.2 The e-Bid document shall be digitally signed, at the time of uploading, by the tenderer or a person or persons duly authorized to sign the tender. The letter of authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

12 Submission of e-Bid

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the tenderers to submit the e-Bid online in response to this e-tender published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Tenderers should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The tenderers should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the tenderers cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the tenderers shall only be held responsible. The tenderers have to follow the following instructions for submission of their e-Bid:

- 12.1 For participating in e-Bid through the e-tendering system, it is necessary for the tenderers to be the registered users of the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in). The tenderers must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- 12.2 In addition to the normal registration, the tenderer has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the tenderer should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
- For successful registration of DSC on e-Procurement website [http://etender. up.nic.in](http://etender.up.nic.in) the tenderer must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http:// etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The tenderer can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Department shall not be held responsible if the tenderer tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- 12.3 The tenderer can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the tenderer intends to e-Bid, from "My Tenders" folder, the tenderer can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the tenderer should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The tenderer should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 12.4 After clicking the 'Pay Offline' option, the tenderer will be redirected to the Terms and Conditions page. The tenderer should read the Terms & Conditions before proceeding to fill in the cost of bid document/ e-Tender processing fee and EM payment details. After entering and saving the cost of bid document/ e-Tender processing fee and EM details, the tenderer should click "Encrypt & Upload" option given in the payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details available in the scanned copy of tender form cost and of EM shall be verified by the department and in case of any discrepancy the e-bid shall be rejected.
- 12.5 **Two bid tender** -Next the tenderer should upload the Technical e-Bid documents for Fee details (Cost of bid document/ e-Tender processing fee and EM), General conditions, Qualification details. Before uploading, the tenderer has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the tenderer should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the tenderer's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 12.6 The tenderer should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using

the DSC of the tenderer and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

12.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The tenderer can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

12.8 Department reserves the right to cancel any or all e-Bids anytime without assigning any reason.

13 Deadline for Submission of e-Bid

13.1 e-Bid (Technical and Financial) must be submitted by the tenderers at e-Procurement website <http://etender.up.nic.in> not later than the time 5.00 PM on the prescribed date (as the server time displayed in the e-Procurement website).

13.2 The Department may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Department and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

14 Late e-Bid

14.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the tenderer cannot submit his/her e-Bid. Tenderer has to start the Bid Submission well in advance so that the submission process passes off smoothly. The tenderer will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

15 Withdrawal and Re-submission of e-Bid

15.1 At any point of time, a tenderer can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the tenderer should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the tenderer has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The tenderer also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The tenderer has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

15.2 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the tenderer's forfeiture of his/her e-Bid security.

15.3 The tenderer can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the tenderer earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the tenderer should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents.

15.4 The tenderers can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

15.5 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(C) e-Bid OPENING AND EVALUATION OF e-Bid

16 Opening of e-bid (Two bid Tender)

16.1 Opening of Technical e-Bid by the Department

16.1.(i) The Department will open all technical e-Bids, in the presence of tenderers' representatives who choose to attend on the prescribed date of opening at UPSIDA Complex, A-1/4, Lakhanpur, Kanpur-208024 or at any respective civil division / electrical division office. The tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Department, the e-Bids shall be opened at the appointed time and place on the next working day.

16.1.(ii) The tenderer's names and the presence or absence of requisite e-Bid security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening. The name of such tenderers not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

16.1.(iii) The Department will prepare minutes of the e-Bid opening.

16.2 Opening of Financial e-Bid

16.2.(i) After evaluation of technical e-Bid, through the Tender committee of the Department shall notify those tenderers whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that their financial e-Bids will not be opened. The Department will simultaneously notify the tenderers, whose technical e-Bids were considered acceptable to the Department. The notification may be sent by e-mail provided by bidder.

16.2.(ii) The financial e-Bids of technically qualified tenderers shall be opened in the presence of tenderers who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Tenderers subsequently after completion of technical bids evaluation through e-mail provided by the bidder. The name of tenderers, Price quoted for various items etc will be announced at the meeting.

16.2.(iii) The Department will prepare the minutes of the e-Bid opening.

17 Clarification of e-Bid

17.1 During evaluation of e-Bid, the Department may, at its discretion, ask the tenderer for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

18 Evaluation of technical e-Bid and Evaluation Criteria

The Department will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of bid document/ e-Tender processing fee, e-Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

18.1 The tenderer should submit a notarized affidavit that the tenderer's firm has not been black listed from any State/Central Government Departments/Organizations. The e-Bids of the black-listed tenderers or those not submitting the required affidavit shall be rejected. (Refer Annexure – A)

18.2 All e-Bids submitted shall also include the following:

- (i) Filled in form Capability Statement (along with all required proofs and documents)
 - (ii) Certified Copies of relevant pages of documents as per Prequalification Requirement
- The e-Bids of the tenderers not submitting certified copies mentioned above documents shall be rejected.

18.3 It shall be the discretion of the Department to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

18.4 The tenderers are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the tenderers having financial bid document in the technical bid will outrightly be rejected.

19. Contacting the Department

19.1 No tenderer shall contact the Department on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Department, he/she can do so in writing.

19.2 Any effort by a tenderer to influence the Department in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the tenderer's e-Bid.

19.3 In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarring/blacklisting from UPSIDA works and the legal proceeding can also be initiated.

(D) AWARD OF CONTRACT

20. Award Criteria

20.1 The Department will award the contract to the lowest evaluated successful Tenderer whose bid has been determined to be responsive to all the conditions of the contract and meeting the qualification requirement of the Bidding Document.

20.2 **Contractor has to deposit additional performance Guarantee/Security in shape of FDR/CDR/Bank Guarantee/NSC in case rate quoted below of Bill of Quantity (BOQ) @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period by the contractor before entering into contract bond.**

21. Department's right to accept any e-Bid and to reject any or all e-Bids

21.1 The Department reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award without assigning any reason thereof, without incurring any liability to the affected tenderer or tenderers.

22. Notification of Award

22.1 Prior to the expiration of the period of e-Bid validity, the Department will notify the successful tenderer in writing by letter/e-mail/fax, that its e-Bid has been accepted.

22.2 The notification of award will constitute the formation of the Contract.

23. Signing of Contract

23.1 At the same time as the Department notifies the successful tenderer that its e-Bid has been accepted, the successful tenderer shall have to sign the contract agreement.

For The Visiting Contractor's of This Tender Document

1. The Contractors/Firm/Bidders who are interested to participate in Tender are requested to get them registered and get their signature digitalized with UP Electronics Corporation, 10, Ashok Marg, Lucknow by depositing prescribed fee. The Agencies/Contractors registered shall be allowed to participate only in e-tenders floated after their registration.
2. **The Tenderer shall quote their rates in financial bid inclusive of all taxes except G.S.T. and GST shall be payable extra as applicable.**
3. The other important information is being mentioned below at a glance for the ease of e-tenderers :-
 - 1) Date of Inviting tender :- **26.05.2026**
 - 2) Date of opening tender :- **04.06.2026**
 - 3) Cost of bid document/ e-Tender processing fee : **Rs. 5,377/-**
 - 4) Earnest money (i) for UPSIDA Registered Contractor **Rs. 2,06,000/-**
(ii) for Contractor Registered in other deptt. **Rs. 4,12,000/-**
 - 5) Validity period **90 Days.**
 - 6) Time of completion of work **1215 Days**
 - 7) The Tender is Percentage Rate Tender.

1. Bank account details for RTGS :-

- a) For Cost of bid document/ e-Tender processing fee
(Bank Name **HDFC Bank** , Branch- **Govind Nagar, Kanpur.**) A/c No. **50100215419955**
IFSC Code: **HDFC0000298**
- b) For Earnest Money/ Security
(Bank Name **HDFC Bank** , Branch- **Govind Nagar, Kanpur.**) A/c No. **50100215419955**
IFSC Code: **HDFC0000298**



SECTION -II

A. GENERAL CONDITIONS OF CONTRACT

- 1- Before tendering, the tenderer shall inspect the site or work and fully acquaint himself about the conditions with regard to the site , nature of soil, availability of space for construction of godown, stores and labour huts, the extent of lead and lifts involved in the work over the entire duration of contract including local condition, traffic restrictions, obstructions and other conditions as required for satisfactory execution of work, so rates should be given in consideration to all such factors and conditions. No claim whatsoever shall be entertained by the Deptt: on this account.
- 2- Percentage Rates should be filled in figures and, as well as in words both in the tender. In case of variations of percentage rates written in words and figures lesser of the two will be accepted.
- 3- The tendered rates shall include all quarrying charges, royalty, screens, T&P, carriage of materials to site, stacking and removal of any rejected materials, sales tax and other local taxes payable to District Board or Municipal Board and water arrangement, including other taxes as applicable in U.P. etc.
- 4- The quantities given in the bill of quantity are liable to wide variation on either side for which no claim whatsoever shall be entertained.
- 5- The quantities given in the bill of quantity are estimated and are given to provide a common basis for tendering. The basis of payment will be actual quantities of work ordered and carried out, as measured by the contractor and verified by the Engineer and valued at the rates and prices tendered in the priced bill of quantities, where applicable and otherwise at such rates and prices as the Engineer may fix within the terms of the contract.
- 6- In case of firms, tender must be signed by each partner or member of the firm or by the person holding the power attorney on behalf of all other partners/members of the firm. In later case a certified copy of the power of attorney must accompany the tender as required for the registered firms under the companies act, tenders will not be entertained without a certificate of registration under companies act. Or any other act/legislation.
- 7- The rates and prices tendered in the price bill of quantities are for finished items of work and in all respect inclusive of form work. It will be deemed to include all constructional plant, labour supervision, materials all temporary works erection, maintenance contractors' profit and establishment or overheads, all general risks, insurance liabilities and obligations set out as implied in the contract.
- 8- Income tax and other such type of taxes shall be deducted as per prevailing rates excluding G.S.T. G.S.T shall be paid by contractor himself.
- 9- Non judicial stamps paper as stamp duty for agreement shall be provided by the contractor as per rates of U.P.Govt. Revenue Department for preparation of contract bond.
- 10- The contractor shall have to deposit necessary earnest money along with his tender.
- 11- All receipts and issues signed by the contractor, their authorized agent whose name and specimen signature would be furnished in writing to the engineer-in-charge, shall be conclusive proof of the delivery of materials.
- 12- All the work shall be carried out as per U.P.P.W.D./MORTH current detailed specification OR as per direction of Engineer-In charge.
- 13- Site order book will be kept at the site of work on which instructions and orders shall be recorded by the Engineer-in Charge or his representative. The contractor or his authorized agent will be required to sign the order book daily in acknowledgement of the instructions and shall be bound to comply with the instruction given in that book.
- 14- No claim for extra payment shall be entertained on account of delay in supply of materials or machineries by the Deptt.
- 15- For completing the work in time the contractor might be required to work in two shifts and no claim whatsoever shall be entertained on this account notwithstanding the fact that the contractor will have employ

labours and other staff engaged directly and indirectly on the work according to the provisions of the labour regulation and the agreement entered upon and extra accounts for any other reasons.

- 16- The structural and other drawing for the work, and all items be properly consulted before executing any work, no claim whatsoever shall be entertained for this.
- 17- The contractor shall make his own arrangement for obtaining electrical connection and make necessary payments directly to the Deptt: concerned.
- 18- No payment shall be made to the contractor for damages or delay caused by rains and for other natural calamity, etc. during the execution of the work and no such claim on this account will be entertained.
- 19- The contractor shall take necessary measures for the safety of traffic during construction and provide maintenance barricades, including sign, marks, flags, lights and cautions as necessary at either side of the excavation, embankment and intermediate points or the construction area at his own cost, he shall be responsible for all damages and accidents caused due to negligence on his part. The temporary warning, lamps shall be installed at all barricades during the hour of darkness and kept lit at all times during these hours.
- 20- The contractor shall at all times carry out work on the high way in a manner creating least interference to the flow of traffic act in consistence with the satisfactory execution of the same.
- 21- All the work shall be done stage wise as per direction of Engineer In charge.
- 22- Contractor shall arrange all materials including bitumen Slow Setting, Medium Setting Type, CRMB 55, CRMB 60 grade VG 10, VG 30 Grade conforming to the ISI / IRC/MoRTH specifications. Contractor will have to provide bills of maxphalt procured from the agency. The Contractor has to provide CRC (Consignee Receipt Certificate) issued by IOCL/ BPCL/ HPCL or any other Govt/ PSU of each consignment.
- 23- The next layer shall be allowed after checking of previously consolidated layer by the Engineer-In-charge
- 24- The mode of payment for earth work in embankment shall be levels/profiles and for W.B.M. Grade I, II, III and BSG work shall also comply the basis of thickness of crust.
- 25- The level of cross section will be taken jointly by the Manager/ Asst. Manager of the Deptt: and contractor or his representative in token of its acceptance. In case of any dispute or differences of opinion the decision of the Engineer Incharge shall be final and binding on the contractor.
- 26- Job mix formula for bituminous items as well as Bituminous Macadam for 2.2 tonne per CUM., MSS for 2.3 tone per CUM & SDBC for 2.3 tonne per CUM density will have to be produced for approval of the Senior Manager within 10 days from date of start of work by the contractor.
- 27- **SAMPLE AND TESTING OF MATERIALS:** All the materials to be used in the work to give the finished work complete in all respect shall comply with the requirements of the Engineer-In-charge and shall pass all the tests and analysis required by him as per particulars specifications as applicable for such recognized specifications as acceptable to the Engineer-In-charge. The contractor & his co-contractor at his risk and cost make all arrangement and shall provide such facilities as the Engineer-In-charge may require for collection, preparing, forwarding the required number of samples for test and analysis as per the frequency of the test stipulated in the contract specifications or as considered necessary by the Engineer-In-charge, Nothing extra shall be paid for the above and the cost of sample materials to be tested. The decision of Authority with regards to the testing agency shall be final and the name of such agency shall be kept confidential. Expenses of testing will be borne by Contractor.
- 28- The necessary test may be conducted in lab of PWD. Central Road Research Institute Delhi or I.I.T., Kanpur/Delhi or any NABL accredited lab. as approved by the Deptt. The sample for carrying out the all or any of the tests stipulated in the particular specifications or as directed by the Engineer-In-charge, shall be conducted by Engineer-in charge or on his behalf of the officer In Charge for carrying out the independent quality control test. The testing charges for carrying out the independent quality control test. If any, shall be borne by the Contractor. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such sample, in case he or his representative is not present or does not associate himself, the result of such test and consequences their on shall be binding on the contractor. The contractor or his repress native shall remain in contact with the Engineer or his representative for assisting in all such operations. No extra payment or claim shall be entertained on this account.
- 29- The quality of work shall be got checked through the third agency approved/instructed by UPSIDA and the agreement shall be finalized subject to the satisfaction of third agency.

- 30- The contractor shall be required to produce samples of road materials sufficiently, in advance to obtain approval of the Engineer-Incharge; subsequently the materials to be used in actual execution of the work shall strictly conform to the quality of samples approved. In case of variation, such material shall be liable to be rejected.
- 31- The hot mix brought at the laying site ready to lay shall be liable to any kind of test viz. sieve test, mix test and temperature test and any material found below standard in any way shall be rejected in whole tipper without entertaining any claim of the contractor on this account.
- 32- The contractor shall be required to provide appliances at site such as weighing scale, graduated cylinder, standard sieves, Thermometer, luxmeter, coating thickness meter, vernier callipers, Sheet Thickness meter, Meggar, AC/DC clamp meter etc. In order to enable the Engineer Incharge to conduct field tests to ensure that the quality is consistence with prescribed specifications and nothing extra shall be paid on this account
- 33- If the period of contract is, for any reason, extended, the contractor should have the bank guarantee extended up to the period for which contract is extended or he shall furnish a fresh bank guarantee to cover the extended period and if the contractor fails to do so, such amount shall be recovered from the bill of contractor, and it shall be deemed as breach of the contractor.

34- Regarding Penalty on Contractor due to delay in Contract bond signing

In case of delay in submission of Performance Security, delay in contract bond signing on part of the contractor following rules to apply-

- I. **Upon issuing the Letter of Award (LOA) to the contractor, a period of 10 days** (counted from the date of issue of L.O.A) will be provided to the contractor for the submission of the Performance Security and the signing of the Contract Bond.
- II. If the contractor fails to submit the Performance Security and sign the Contract Bond within the initial 10-day period (counted from date of issue of L.O.A), the contractor shall be liable to pay a penalty of Rs. One thousand per day for the subsequent 20 days, as per actual delay period.
- III. In the event of delay on part of contractor in submission of performance security and in signing the contract bond beyond 30 days from the issuance of Letter of Award, UPSIDA will withdraw the Letter of Award and forfeit the earnest money deposit by the contractor.

CONTRACTOR

**OFFICER INVITING TENDER
Senior Manager (E) HQ
For U.P. State Industrial Development Authority
Kanpur**

SPECIAL CONDITION

- 1- The layout of the work will be taken by the contractor after arranging the proper staff, materials, labour and T&P at his own cost.
- 2- All the printed conditions of the contract agreement of the UPSIDA will form part of the contract bond.
- 3- The road metal, which will be collected, must confirm to the following grading unless specified in bill of quantities above, otherwise action shall be taken as per norms of MORTH/Principal GM/GM U.P.P.W.D., in this regard.

A-

(I)	TYPE OF COURSE	SOLING COAT	INTER COAT	TOP COAT	GRIT	GRIT
(II)	SPECIFIED GAUGE MM	(90 TO 45)	(63 TO 45)	(53 TO 22.4)	20	12
(III)	SIEVE SIZE MM	% age PASSING				
	100	100	-	-	-	
	090	90 – 100	-	-	-	
	075	-	100	-	-	
	063	25 – 60	90 – 100	100	-	
	053	-	25 – 75	95 - 100	-	
	045	0 - 15	0 – 15	65 – 90	-	
	22.4	0 - 5	0 - 5	0 - 10	-	
	020	-	-	-	95-100	
	13.2	-	-	0 - 5	-	
	012	-	-	-	-	90-100
	010	-	-	-	25-35	40-85
	4.75	-	-	-	0-10	0-10

B-

(I)	TYPE OF COURSE	GRANULAR SUB BASE MATERIAL		
(II)	SPECIFIED GRADING	GRADING I	GRADING II	GRADING III
	SIEVE SIZE MM			
	75.000	100	-	-
	53.000	80-100	100	-
	26.500	55-90	70-100	100
	09.500	35-65	50-80	65-95
	04.750	25-55	40-60	50-80
	02.360	20-40	30-50	40-65
	00.425	10-25	15-25	20-35
	00.075	3-10	3-10	3-10
	MINIMUM CBR VALUE	30	25	20

C-

(I)	TYPE OF COURSE	WET MIX MACADAM
(II)	SIEVE SIZE MM	% age PASSING
	53.000	100
	45.000	95-100
	26.500	-
	22.400	60-80
	11.200	40-60
	04.750	25-40
	02.360	15-30
	00.600	08-22
	00.075	00-8

D-

TYPE OF COURSE					
GRADING	GRADING I	GRADING II	GRADING I	GRADING II	GRADING II
AGGREGATE SIZE	40MM	19MM	40MM	25MM	
LAYER THICKNESS	80-100 MM	50-75 MM	80-100 MM	50-75 MM	
SIEVE SIZE MM					
45.000	100	-	100	-	
37.500	90-100	-	95-100	100	
26.500	75-100	100	63-93	90-100	
19.000	-	90-100	-	71-95	
13.200	35-61	56-88	55-75	56-80	
09.500	-	-	-	-	
04.750	13-22	16-36	38-54	38-54	
02.360	4-19	4-19	28-42	28-42	
01.180	-	-	-	-	
00.600	-	-	-	-	
00.300	2-10	2-10	7-21	7-21	
00.150	-	-	-	-	
00.075	0-8	0-8	2-8	2-8	
BITUMEN CONTENT%	3.1 TO 3.4	3.3 TO 3.5	MIN 4.00	MIN 4.50	

E-

(I)	TYPE OF COURSE	SEMI DENCE BITUMINOUS CONCRETE		BITUMINOUS CONCRETE	
		GRADING I	GRADING II	GRADING I	GRADING II
(II)	GRADING	GRADING I	GRADING II	GRADING I	GRADING II
(III)	AGGREGATE SIZE	13MM	10MM	19MM	13MM
(IV)	LAYER THICKNESS	35-40 MM	25-30 MM	50-65 MM	
(V)	SIEVE SIZE MM	% age PASSING			
	45.000	-	-	-	-
	37.500	-	-	-	-
	26.500	-	-	100	-
	19.000	100	-	79-100	100
	13.200	90-100	100	59-79	79-100
	09.500	70-90	90-100	52-72	70-88
	04.750	35-51	35-51	35-55	53-71
	02.360	24-39	24-39	28-44	42-58
	01.180	15-30	15-30	20-34	34-48
	00.600	-	-	15-27	26-38
	00.300	9-19	9-19	10-20	18-28
	00.150	-	-	5-13	12-20
	00.075	3-8	3-8	2-8	4-10
	BITUMEN CONTENT%	MIN 4.50	MIN 5.00	5.00 TO 6.00	5.00 TO 7.00

F-

BITUMIN PENETRATION	BITUMIN MIXING(°C)	AGGREGATE MIXING(°C)	MIXED MATERIAL(°C)	LAYING (°C)	ROLLING (°C)
35	160 - 170	160 - 175	170 MAXIMUM	130 MINIMUM	100 MINIMUM
65	150 - 165	150 - 170	165 MAXIMUM	125 MINIMUM	90 MINIMUM
90	140 - 160	140 - 165	155 MAXIMUM	115 MINIMUM	80 MINIMUM

4. The premix work shall only be allowed by mechanical process i.e. by mixol machine.
5. The road roller, if available with the UPSIDA, shall be issued to the contractor @ 800/- per day for 8 hours working. The cost of fuel will be borne by the contractor. However, the cost of lubricant and pay of Driver & cleaner will be borne by the UPSIDA. Rollers out put for one day operation will be charged as per following norms :-
 - a. Earth work mechanical compaction 340 cum / day
 - b. Stone ballast consolidation 50 cum / day
 - c. Premix Carpet 500 sq.m./ day
 - d. Seal coat 1000 sqm./day

e. Built up spray grout work 300 sqm./day

Hire charges of the roller will be recovered for full day even for part day working and for the days the roller is kept idle at site by the contractor due to his fault. In case of non availability of the roller with the UPSIDA contractor will have to make his own arrangement for the same.

- 1- All arrangement for water supply to be used shall be made by contractor at his own cost.
- 2- Bitumen of Slow Setting, Medium Setting Type, CRMB 55, CRMB 60 grade VG 10, VG 30 Grade shall be used .

I/We have carefully read the above conditions and agree to abide by them fully.

CONTRACTOR

**OFFICER INVITING TENDER
Senior Manager (E) HQ
For U.P. State Industrial Development Authority
KANPUR**

विशेष शर्तें

1. निर्माण कार्य एवं पदार्थ की जांच प्राधिकरण द्वारा निर्धारित एजेन्सी या प्रयोगशाला से कराये जाने का प्राविधान है इन परिस्थितियों में यदि जॉच एजेन्सी के द्वारा कार्य/आइटम को पूर्णतया रिजेक्ट संस्तुति किये जाने पर भुगतान किसी भी दशा में प्राधिकरण नहीं करेगा। इसके अतिरिक्त यदि कार्य की मदों में जांच एजेन्सी द्वारा दरों की कटौती या एक मुश्त कटौती की संस्तुति की जाती है, तो उसके देयकों से नियमानुसार काट लिया जायेगा। परीक्षण में होने वाला व्यय ठेकेदार को स्वयं वहन करना पड़ेगा।
2. ठेकेदार को कार्य स्थल पर स्टोर-रिकार्ड इन्जीनियर इन्चार्ज के निर्देशानुसार रखना होगा, जिसकी जांच समय-समय पर की जायेगी।
3. ठेकेदार को विभिन्न पंजीकृत श्रेणी के अनुरूप निपुण इन्जीनियर को कार्य की देख-रेख के लिये कार्य स्थल पर रखना होगा।
4. सभी प्रकार के सीमेंट-कंक्रीट कार्यों को मिक्सर मशीन द्वारा ही सम्पादित करना होगा, एवं उपरोक्त सभी कार्य, प्रभारी अभियन्ता की उपस्थित में ही किये जायेंगे, जिसकी सूचना सम्बन्धित अधिकारी को पूर्व में ही देनी होगी तथा परीक्षण में होने वाला व्यय ठेकेदार को स्वयं वहन करना पड़ेगा।
5. कार्य का अन्तिम भुगतान जॉच एजेन्सी से प्राप्त अन्तिम रिपोर्ट के पश्चात ही किया जायेगा।
6. नाली एवं पुलियों की खुदाई से बैक-फिलिंग के उपरान्त बची अवशेष मिट्टी सड़क के निर्माण में अथवा प्रभारी अभियन्ता के निर्देशानुसार प्रयोग की जानी है।
7. कर्मचारी राज्य बीमा अधिनियम-1948 के प्रावधानों के अन्तर्गत ठेकेदार को अपने सभी प्रकार के कर्मचारियों के वेतन से नियमानुसार अंशदान की कटौती करके उसमें नियोक्ता द्वारा अपना अंशदान भी जोड़कर यह धनराशि राज्य बीमा निगम के सम्बन्धित क्षेत्रीय कार्यालय में समय से जमा कराना होगा, एवं कर्मचारी राज्य बीमा निगम कार्यालय से प्राप्त कोड संख्या भी खण्डीय कार्यालय को सूचित करना अनिवार्य होगा।
8. उ0प्र0 राज्य औद्योगिक विकास प्राधिकरण के मार्ग, सेतु, भवन एवं विद्युत/यांत्रिक सहित कार्यों/निर्माण परियोजनाओं का ठेका किसी भी अपराधी व्यक्ति/फर्म को नहीं दिया जायेगा। कोई भी व्यक्ति जिसका आपराधिक इतिहास हो या जिसके विरुद्ध आपराधिक मुकदमें दर्ज हो अथवा जो माफिया गतिविधियां, गैंगस्टर एवं गुण्डा गतिविधियों में संलिप्त हो उससे अनुबन्ध नहीं किया जायेगा। जो व्यक्ति संगठित अपराधों अथवा असामाजिक गतिविधियों में संलग्न हो उसे भी ठेका नहीं दिया जायेगा। ऐसे व्यक्तियों का ठेका प्रक्रिया में भाग लेना भी प्रतिबन्धित रहेगा जो ठेकेदार पूर्व में उ0प्र0 राज्य औद्योगिक विकास प्राधिकरण अथवा राज्य सरकार के किसी अन्य विभाग में ब्लैकलिस्ट की श्रेणी में आते हैं वे भी ठेके में भाग नहीं ले सकेंगे और उन्हें कोई भी ठेका स्वीकृत नहीं किया जायेगा। पंजीकृत ठेकेदारों तथा ब्लैकलिस्ट/डिबार किये गये ठेकेदारों की सूची को विभागीय वेबसाईट पर डालकर सार्वजनिक किया जायेगा। ठेकेदारों को कार्य आवंटित करने से पूर्व इस सूची से मिलान अवश्य सुनिश्चित किया जाये। इसका कठोरता से पालन सुनिश्चित कराया जाये।
9. निविदा स्वीकृत होने के पश्चात भी यदि यह तथ्य प्रमाणित होता है कि सम्बन्धित ठेकेदार द्वारा अन्य संभावित निविदाकर्ताओं को धमकाया जा रहा है अथवा उन्हें निविदा प्रक्रिया में भाग लेने एवं टेण्डर डालने से रोका गया है तो जिलाधिकारी अथवा पुलिस से जांच रिपोर्ट प्राप्त करने के पश्चात स्वीकृत ठेके को निरस्त कर दिया जायेगा और पुनः निविदा करके पूरी कार्यवाही की जायेगी। किसी ठेकेदार को ठेका स्वीकृत होने के पश्चात भी यदि यह तथ्य संज्ञान में आता है और जांच में प्रमाणित पाया जाता है कि संबन्धित ठेकेदार/व्यक्ति सक्रिय अपराधिक गतिविधियों असामाजिक कार्यों तथा संगठित अपराधिक गतिविधियों में लिप्त है तो उसे प्रदान किया गया अनुबन्ध निरस्त कर दिया जायेगा। निरस्तीकरण से पूर्व उसे कारण बताओं नोटिस अवश्य दिया जायेगा।
10. शासनादेश संख्या 6738/23-7-06-176(सा0)/06, दिनांक 05.01.2007 द्वारा लोक निर्माण विभाग में नये चरित्र प्रमाण पत्र और हैसियत प्रमाण पत्र जारी किये गये हैं। दोनों प्रमाण पत्र संबन्धित जनपद के जिला मजिस्ट्रेट/कलेक्टर के स्वयं के हस्ताक्षर से जारी किये जायेंगे। उनके स्थान पर किसी अन्य अधिकारी द्वारा यह प्रमाण पत्र निर्गत नहीं किये जायेंगे। गृह (पुलिस) अनुभाग-14, उ0प्र0शासन द्वारा निर्गत शासनादेश संख्या 1624/छः-पु-14-2013-50(7)/2006, दिनांक 20.05.2013 के क्रम में चरित्र प्रमाण पत्र की वैधता की समय सीमा 03 वर्ष कर दी गयी है। चरित्र प्रमाण पत्र व हैसियत प्रमाण पत्र को जनपद की वेबसाईट पर अपलोड कराया जायेगा। यूपीसीडा के अधिकारी ठेकेदारों के अनुबन्ध गठित होने से पूर्व इन प्रमाण पत्रों का सत्यापन करना सुनिश्चित करायेंगे। उत्तर प्रदेश सहित भारत के दूसरे राज्यों एवं केन्द्र शासित प्रदेशों के जिलाधिकारियों/डिप्टी कमिश्नर/समकक्ष अधिकारी द्वारा उपरोक्त

प्रारूपों में निर्गत चरित्र प्रमाण पत्र व हैसियत प्रमाण पत्र मान्य होंगे। सभी का सत्यापन कराया जाना आवश्यक होगा। यह देखा गया है कि फर्म के नाम से रजिस्ट्रेशन कराते समय ठेकेदारों द्वारा फर्म/पार्टनरों के नाम से निर्गत हैसियत प्रमाण पत्र प्रस्तुत किये जाते हैं बाद में फर्म से कोई वसूली यदि की जानी हो तो कभी-कभी संभव नहीं हो पाता है। अतः फर्म/कम्पनी के नाम से पंजीकरण कराते समय फर्म/कम्पनी के नाम की हैसियत प्रमाण पत्र ही मान्य होगा। इस निर्देश का कठोरता से अनुपालन किया जाये। इस संबंध में महानिरीक्षक निबन्धन, उ०प्र० के पत्र संख्या 501/शि०का०लख/2003 दिनांक 27.02.2003 (प्रति संलग्न) द्वारा निर्गत निर्देशों के अनुसार कार्यवाही सुनिश्चित की जाये तथा समय-समय पर निर्गत शासनादेशों का अनुपालन सुनिश्चित किया जायेगा।

11. उ०प्र० राज्य औद्योगिक विकास प्राधिकरण में जो भी व्यक्ति अथवा संस्था ठेकेदारी का कार्य करना चाहेंगी उसे स्वघोषणा पत्र देना अनिवार्य होगा। यह स्वघोषणा पत्र शपथ पत्र रू० 100/- के नॉन जुडिशियल स्टाम्प पेपर पर नोटरी द्वारा सत्यापित कराकर दिया जायेगा। यह स्वघोषणा शपथ-पत्र (Annexure -A) के अनुरूप देना होगा जोकि अनुबंध का अनिवार्य अंग होगा। बिना इसके कोई भी ठेका स्वीकृत नहीं किया जायेगा।
12. ई-टेण्डरिंग व्यवस्था लागू होने के कारण निविदा सूचना से सम्बन्धित संक्षिप्त प्रेस नोट जिसमें ई-टेण्डरिंग वेबसाइट का उल्लेख हो तथा प्रचार प्रसार हेतु प्रकाशित कराया जायेगा। इसका उद्देश्य यह है कि विभागीय टेण्डर और उसकी कार्यप्रणाली का व्यापक प्रचार-प्रसार हो सकें और पारदर्शिता सुनिश्चित की जा सकें।
13. प्रायः देखा गया है कि किसी ठेकेदार को ब्लैकलिस्ट/डिबार करने के पश्चात सम्बन्धित ठेकेदार अपने परिवारजनों के नाम से अथवा फर्म/कम्पनी का नाम बदल कर दूसरा रजिस्ट्रेशन कराकर कार्य करने लगते हैं। इस प्रथा को रोकने के लिए यह स्पष्ट किया जाता है कि किसी ठेकेदार/फर्म/कम्पनी को यदि नियमानुसार ब्लैकलिस्ट/डिबार किया गया है तो वह ठेकेदार स्वयं अथवा उस फर्म/कम्पनी का प्रत्येक पार्टनर/डायरेक्टर ब्लैकलिस्ट होता है तथा ऐसा कोई भी व्यक्ति अथवा उसका सगा संबंधी यदि पंजीकरण/निविदा के लिये स्वयं अथवा किसी फर्म/कम्पनी के पार्टनर/निदेशक की हैसियत से पंजीकरण के लिए आवेदन करता है तो उस आवेदन पर विचार नहीं किया जायेगा।
14. यदि न्यूनतम निविदादाता की निविदित लागत, स्वीकृत (बी०ओ०क्यू०) लागत से 10 प्रतिशत तक कम (Below) है तो उस पर कोई अतिरिक्त परफार्मेंन्स सिक्योरिटी नहीं ली जायेगी।
15. यदि न्यूनतम निविदादाता की निविदिता लागत, स्वीकृत (बी०ओ०क्यू०) लागत से 10 प्रतिशत से अधिक कम (Below) है तो 10 प्रतिशत से अधिक कमी (Below) के सापेक्ष 1 प्रतिशत प्रति प्रतिशत कम (Below) दर पर अतिरिक्त परफार्मेंन्स सिक्योरिटी ली जायेगी जिसे ठेकेदार से अनुबंध गठन के समय जमा कराया जायेगा।

CONTRACTOR

OFFICER INVITING TENDER
SENIOR MANAGER (E) HQ

For U.P. State Industrial Development Authority

KANPUR

SPECIAL CONDITIONS
(For Civil Works Only)

1. Similar Works are defined as given below –

- a.**
- b.**

CONTRACTOR

OFFICER INVITING TENDER
Senior Manager (E) HQ
For U.P. State Industrial Development Authority
KANPUR

SPECIAL CONDITIONS

(For Electrical works Only)

1. **Similar Works are defined as given below –**
 - a. HT/LT Network, Sub-Station, Internal Wiring.
 - b. Street Light and Similar Nature of other works.
2. Rate for supply and installation shall include all taxes except GST
3. The specifications of all items will be as per current specifications of UPPCL/as specified in tender documents
4. The work will include approval of drawings, GTP etc. by the successful bidder from the UPPCL and carrying out pre-dispatch inspection etc.
5. The Guarantee of street light and its fixtures would be 05 (five) years from the date of handover to UPSIDA.
6. Defects Liability Period of transformers/RMU's shall be 60 (Sixty) months and for other major items like Cable/ VBs/ Panels/ Feeder Pillars etc., it shall be 36 (Thirty-six) months (this period may vary as per latest UPPCL requirement(s))
7. The work includes handling, storage, shifting the equipment to site , assembly , alignment, cleaning, installation , testing, and commissioning, including labour , tools tackles, consumables etc.
8. Quantities may vary based on site conditions and layout
9. The work of Rs. 50.00 Lacs and above would involve third party inspection
10. The work requires inspection report of Directorate of Electrical Safety of State Government of U.P (to be arranged by the bidder at their own cost) .
11. The contractor shall also arrange for the complete watch and security of the installation till it is energized at the rated voltage and handed over to U.P. State Electricity Board/Local Body. He will also meet the cost of replacement of conductors pilfered from the line and any of the line material impaired or damaged by some miscreant, storm or heavy rains without any additional cost to the Authority. The work of realignment of poles resetting of X-arms, repainting of poles and reshaping of plinth shall be done by the contractor free of cost within 15 days from the date of issue by the representative of this division till this work is not handed over to the U.P. State Electricity Board.
12. The contractor shall be responsible for handing over the executed electrical work to the UPPCL or related Power Distribution Company.
13. If complaints are not attended to within 24 hours of being raised or intimated by a UPSIDA official, a penalty of Rs. 5,000 per day will be applied starting after 24 hours.

CONTRACTOR

**OFFICER INVITING TENDER
SENIOR MANAGER (E) HQ**

For U.P. State Industrial Development Authority

Uttar Pradesh Industrial Development Authority

G.P.W. FORM - 9

Approved U.P. Govt. vide D.O.

No. 6628-A-C-23-S.N.

Anubhag 9-19

AC/1969 Dated 09-03-72

and also

AMMENDED VIDE CE'S LETTER 1921/MT62/1973/Dt. 30-03-74

- NOTE -

Please read the following: -

1. UPSIDA in place of Governor, U.P.
2. Chief Executive Officer in place of Chief Engineer, CPWD.
3. Dy. General Manager in place of Superintending Engineer.
Manager in place of S.D.O./Assistant Engineer

U.P. State Industrial Development Authority

Head Office : A-1/4. Lakhanpur, Kanpur

CONDITIONS OF AGREEMENT

Definitions

Unless there be something repugnant in the subject or context, the terms defined below are used in this contract in the sense here explained:-

Authority- Means the U.P. State Industrial Development Authority, Kanpur. with its Sub-Offices.

CEO - Means the Chief Executive Officer of U.P. State Industrial Development Authority, Kanpur.

Principal GM/GM - Means the Principal GM/GM of U.P. State Industrial Development Authority, having Superintendence on Engineering Divisions.

Senior Managers - Means the Senior Manager of U.P. State Industrial Development Authority

Managers- Means Managers of the U.P. State Industrial Development Authority

Compliance to Statutory Provisions

Clause 1- The contractor shall ensure compliance with all applicable statutory provisions (as amended from time to time) and applicable laws.

Security Deposit

The Engineer-in-charge Shall mean the Division Officer or the Manger, as the case may, be who shall supervise and be in-charge of the work.

Clause 2 - The Contractor shall permit Authority at the time of making any payment to him for work done under the contract to deduct 10 percent of all moneys as payable on account of security deposit until such deductions as along with the sum already deposited as Earnest Money to be adjusted in the last deduction will amount.

- (i) In the case of works estimated to cost upto Rs. 1,00,000/- to 10 percent of the estimated cost.
- (ii) In the case of works estimated to cost more than Rs. 1,00,000/- and upto Rs. 2,00,000/- to 10 percent on the first Rs. 1,00,000/- 7.5 percent on the balance and.
- (iii) In the case of works estimated to cost more than Rs. 2,00,000/- to 10 percent on the first i.e. 1,00,000/- 7.5 percent on the next Rs. 1,00,000/- and 5 percent on the balance unless he is/they are exempted from payment of security deposits, in individual case of having deposited the amount of the security at the rates mentioned above in cash or in the form of Govt. Securities of Fixed Deposit receipts.
- (iv) Contractor has to deposit additional performance Guarantee/Security in shape of FDR/CDR/Bank Guarantee/NSC in case rate quoted below of Bill of Quantity (BOQ) @0.5% per one percent upto 10% below rate and @1% per one percent on rate quoted beyond 10% below rate, valid for the complete contract period by the contractor before entering into contract bond.

The Amount of the security money shall, if not withheld on account of breach of contract, be refunded after six months of the date of the completion of the work or after payment of the final bill, whichever is later.

Provided that in case the payment of the final bill is not made within 24 months of the completion of the work. 75 percent of the amount of the security money can be refunded with the prior approval of the authority (As per delegation of powers).

All compensation or other sums of money payable by the Contractor to Authority under the terms of his contract may be deducted from, or paid by the sale 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 Authority or any account whatsoever and in the event of his security deposit being deducted by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days from the notice make good in cash or govt. securities endorsed aforesaid any sum of his security deposit or any part thereof.

Compensation for delay

Clause-3. If the work is not completed by the contractor within the agreed time limit, Contractor will be charged at penalty of 1.0% of the total contract bond value per week. The said penalty can be charged up to a maximum of 10% of the total contract bond value. The recovery of which will be done through EMD/ Security/ Other deposit amount, Running bill/Recovery Certificate etc.

Action when whole of security deposit is forfeited

Clause 4- In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Officer accepting the contract on behalf of the Authority shall have power to adopt any of the following courses as he may deem best suited to the interest of Authority.

- (a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Senior Manager or communicated through Manager shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Authority.
- (b) To employ labour paid by the Authority and to supply materials to carry out the work or any part of the work debiting the contractor with cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Manager shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract and the certificate of the Manager as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expense incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Manager shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Authority under the contractor or otherwise, or from his security deposit. In the event of any of the above courses being adopted by the Manager, the contractor shall have no claim to compensate for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the Contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum, for any work there to actually performed under this contract unless and until the Manager shall have certified in writing the performance of such work, and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Contractor remain liable to pay compensation if action not taken under clause 4

Clause-5 In any case in which any of the powers conferred upon the Manager by clause 4 hereof shall have become exercise able and the same shall not be exercised the non-exercise hereof not constitute a waiver of any of the conditions hereof and such power shall not withstanding be exercise able in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Manager putting in force either of the power (a) or (c) vested in him under the proceeding clause, he may, if he so desires, takes possession of all or any tools plant materials and stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account, at the contract or rates or in case of these not being applicable at current market rates to be certified by the Manager whose certificate thereof shall be final, otherwise the Manager may be notice in writing to the contractor or his clerk of the works or foreman of his work 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 in the event of the contractor failing to comply with any such requisition of the Manager may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Manager as to the expense of any such removal and the amount of the proceed and expense of any sale shall be final and conclusive against the contractor.

Power to take possession of required removal of sale contractor's plant

Clause 5 (A) - All materials at site, Plant & Equipments. Temporary works etc. are deemed to be the property of the Authority if Contract is terminated because of Contractor's default.

Extension of time

Clause 6- If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidable hinderance in its execution or any other ground, he shall apply in writing to Officer accepting the contract on behalf of the Authority through the Engineer in - charge and a copy thereof is sent to the Engineer-in-charge within 30 days of the date of hinderance on account of which he desires such extension as aforesaid, and officer accepting the contract on behalf of the Authority, shall if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any as may, in his opinion, be necessary or proper, provided that the extension of time should be limited to 50 percent of the total period of the contact but in no case exceeding six months. The cases of the extension of time beyond such period shall be submitted to the PGM/CGM/GM, on behalf of the Authority, provided always that if the contractor continues to perform the work beyond the date of completion of the extended date, as the case may be, without obtaining approval for extension as aforesaid the right of the Authority to claim compensation under clause-3 shall not be deemed to have been waived.

Final certificate

Clause 7- On completion of the work the contractor shall send a registered notice to Engineer in-charge giving the date of completion and sending a copy of it to the Officer accepting the contract on behalf of the Authority and shall request the Engineer-in-charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all Scaffolding surplus materials and rubbish and cleared of the dirt from all wood work, windows walls, floor or other parts of any building in, upon of about which the work is to be executed or of which he may have had possession for the purpose of the execution there of. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials, rubbish and cleaning of dirt on or before the date fixed for completion of the work, the Manager may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion the work shall be measured by the Engineering in charge himself or through his subordinates whose measurements shall be binding and conclusive against the contractor. Provided that if subsequent to the taking of measurements by the subordinates as aforesaid the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the contractor and to take remeasurements again after giving reasonable notice to the contractor and such remeasurements shall be binding on the contractor.

Payments on intermediate certificate to be regarded as advance

Clause 8- No payments shall be made for works estimated to cost less than rupees one thousand till after the whole of the works shall have been completed and a certificate completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive monthly payment proportionate to the part thereof than approved and passed by the Assn. Engineer whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or it shall not be considered as an admission of the due performance of the contract of or any part thereof in any respect or the accruing of any claim on or shall it conclude determine or affect in any way the power of the Manager under these conditions or any of them as to the final settlement and adjustment of the accounts otherwise or in any other way very or affect the contract the final bill shall be submitted by the contractor for within one months of the date fixed for completion of the work otherwise the Manager's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be submitted monthly

Clause 9 - All bills shall be submitted by the contractor each month on or before the date fixed by the Manager for all work executed in the previous months and the Manager shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claims, as for as admissible adjusted if possible, before the expiry of ten days from the presentation of the bill, if the contractor does not submit the bill within the time fixed as aforesaid the Engineer Incharge may depute a subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Manager may prepare bill from such list which shall be binding on the contractor in all respects.

Contractor to be given a week to file objection to the measurement recorded by the department,

Clause 9 A-Before taking any measurement of any work as has been referred to in clause 7,8 and 9 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then and in such event the measurements taken by Engineer-in-charge or by the subordinate deputed by him as the case may be shall not with standing provision in clause 8 be final and binding on the contractor.

All the letters and notice sent at the last known address of the contractor or serve to any employee of contractor working at site shall be deemed to be served on the contractor.

Stores supplied by Authority

Clause 10 - If the specification of estimate of the work provides for use of any special description of material to be supplied from the Manager's store or it is required that the contractor shall use certain stores to the provided by the Manager (such materials and stores - and the prices to be charged therefore as here-in-after mentioned being so far as practicable for convenience of the contractor but not so as in any way to control the meaning or affect of this contract specified in the schedule or memorandum hereto annexed.) The contractor shall be supplied with such material and stores as required from time to time to be used by him for the purposes to the contract only and the value of the full quantity of the materials and stores so supplied at the rates specified in the said schedule or memorandum may he set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit for the purpose. All materials supplied to the contractor are the property, of the contractor, but shall not any account, be removed from the site of the work, except with the written permission of the Senior Manager or under the order of the Manager and shall at all times be open to inspection by the Manager, Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract may, by special arrangement, be taken over by the Authority at the prevailing market rates if required for use on other works in progress provided that the price allowed shall not exceed the amount charged to contractor.

Works to be executed in accordance with specifications drawings orders, etc.

Clause 11- The contractor shall execute the whole and every part of the work in the most substantial and workman and both as regard materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs drawings and instructions in writing relating to the work signed by the Manager and lodged in his office and to which the contractor shall be entitled to have access to for the purpose of inspecting during office hours and the contractor shall, if he so requires be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs drawings and instruction as aforesaid.

Alterations in specification and designs

Clause 12-The Engineer-in-charge shall have power to make any alternations in or addition to or substitutions for the original specifications drawings designs and instructions that may appear to him to be necessary advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do so in the manner above specified part of as the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be executed in the proportion that the additional work bears to the original contract work and certificate of the Engineer-in-charge shall be conclusive as to such proportion over and above this a further period to the extent of 25 percent of the time so extended may be allowed to the contractor.

Rates for work not in estimate or schedule of rates of the district

The rates, for the additional altered or substituted work shall be worked out in accordance with the following provisions in the respective areas.

- (i) If the rates for the additional altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rate for additional, altered or substituted work are not specifically provided in the contract for the work the rates will be derived from the rates for similar class or work as are specified in the contract for the work
- (iii) If the altered, additional or substituted work included any work for which no rates are specified in the contract for the work or cannot be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in the Schedule of rates for district, minus/plus percentage which the total tendered amount bears to estimated cost of the entire work put to tender.

(iv) If the rates for altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the rates for such works shall be worked out on the basis of the Schedule of Rates of the district specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work but to tender provided always that if the rate for a particular part of parts of the item is not in the schedule of rates the rates for such part or parts will be determined by the Officer accepting the contract on behalf of the Authority on the basis of the prevailing market rates when the work was done.

(v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iv) above, then the contractor shall within 7 days of date of receipt of order to carry out the work, inform the Officer accepting the contract on behalf of the Authority, if the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the concerned Sr. Manager shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However, the officer accepting the contract on behalf of the Authority, by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor, shall suspend the work on the plea of non-settlement of rates of items, falling under this clause.

The rates under sub-clause (i), (ii) and (iii) shall be worked out by the Officer accepting the contract on behalf of the Authority.

No compensation for alteration in or reconstruction of work to be carried out

Clause 13- If at any time after the commencement of the work the Senior Manager shall for reason whatsoever not required the whole works thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence full amount of work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications drawings, designs, and instructions which shall involve any curtailment of the work as originally contemplated nor shall he has any claim to compensation by reason of his having purchased or procured materials with a view to the execution of the work or the performance of the contract. But the Engineer-in-charge shall have the option either to take over the materials at site if he approved quality and not in excess of the requirement of the work and to the contractor the actual cost thereof (of the amount of which cost) a certificate by the engineer-in-charge shall be binding on the contractor. In the event of this option not being exercised, the contractor may submit to the Engineer-in-charge within one month of the date of the Order closing down the work detailed statement of the loss that he estimates, he will sustain by removing selling or otherwise disposing of the material. The estimate will be forwarded to the Chief Executive Officer, UPSIDA who will decided what sum, if any should as a matter of grace be paid to the contractor to compensate him for the loss suffered by him and the decision of the Chief Executive Officer, UPSIDA shall be final and binding on the contractor.

Act and compensation payable in case of bad work

Clause 14- It shall appear to the Manager or his subordinate in charge of the work that any work had been executed with unsound imperfect or unskillful workmanship, or with materials of any inferior description or that materials or articles provided by him for execution of the work are unsound or of a quality inferior to the contracted for, or other wise not in accordance with the contract the contractor shall on demand in writing from the Manager specifying the works, materials or articles complained of not-with-standing that the same may have been inadvertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be remove the material or article so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of failing to do so within a period to do specified by the Manager in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Manager may rectify or remove and re-execute the work or remove and replace with other material or articles complained or as the case may be. at the risk and expense in all respects of the contractor.

Acceptance of substandard work and causing audit and technical examination of work

Clause 14A- Authority shall have the right to accept at reduce rate, substandard or defective work and to cause an audit and technical examination of the work and the running and final bills of the contractor including all supporting vouchers abstract etc. to be made before or after the payment of the final bill and, if as a result of such acceptance of substandard or defective work, audit and technical examination any sum is found to have been overpaid in respect for any work done by the contractor, under the contract or any work

claimed to have been done by him under the contract, but found not to have been actually executed, the contractor shall be liable to refund the amount of the amount of the over payment and it shall be lawful for Authority to recover the same from him in the manner prescribed above or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by the Authority to the contractor.

Provided that the sub-standard or defective work accepted is not considered to be seriously defective by the Senior Manager and the rate of the work so accepted is suitably reduced by him to compensate the Authority and such deduction is binding on the contractor.

Work to be open to inspection

Clause 15- All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Senior Manager, Manager and his superior officers/subordinates, and the contractor shall be at all times during the usual working hours, and at all other times at which the reasonable notice of the Manager or his subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a reasonable agent duly accredited in writing present for the purpose Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.

Contractor or responsible agent to be present

Clause 15A - The contractor shall rely on site investigation reports carried out through any other Agency by Authority.

Clause 15B- An order book will be kept at the site of the work in which day to day instructions shall be recorded by the Engineer in charge or his representatives The Contractor or his authorized agent will be required to sign the order book to acknowledge these instructions.

Notice to be given before work is covered up

Clause 16- The contractor shall give not less than five days notice in writing to the Manager or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Manager or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractors expense or in default thereof no payment of allowance shall be made for such work or the materials with which same was executed.

Contractor for damage done & for imperfection to be repaired within six months

Clause 17- If the contractor or his work people or servant shall break deface, injure or destroy any part of a building, road, fence, enclosure or grass land or cultivated ground and contiguous to the premises on which the work or any part of it being executed, or if any damage shall happen to the work while in progress from any cause whatever, or any imperfection become apparent in it within 06 months after a certificate final or other of its completion shall make the same good at his own expense or in default the Manager may cause the same to be good by other workman and deduct the expense of which the certificate of the Manager shall be final from any sum that may be then or any time thereafter may become due to the contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof in any other manner, legally permissible.

Defects Liability Period (24 Months/as specified in Special Conditions of Contract, whichever is later-after completion of work)

Clause 17A- Defects liability period for Civil Works shall be 24 months from the date of completion of work and for electrical works it would be as per period given in the Special Conditions of tender document, in which contractor shall be responsible for rectification of any defects or faults which may arise during defects liability period.

Contractor to supply plant ladders scaffolding etc.

Clause 18- The contractor shall supply at his own cost all materials (except such special material. If any, as may in accordance with the contract be supplied from the Manager's stores) plant., tools, appliances. implements, ladders cordages tackle, scaffolding and temporary works, requisite or proper for the proper execution of the work, whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the Manager as to any matter which under these conditions the is entitled to be satisfied or which he is entitled to require, together with carriage therefore to and from the work, the contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose or setting out works, and counting, weighing, and assisting in the measurement or

And is liable for damage arising from non provision of lights fencing etc.

examination at any time and from time to time on the work or materials, failing this so doing the same may be provided by the Manager at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract or from his security deposit. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expense of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit, action or proceeding to any such persons, or which may with the consent of the contractor be paid to compromise any claim by any such person.

Work not to be subletted

Clause 19- The contract shall not be assigned or sublet without the written approval of the Senior Manager, and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any solvency proceeding or make any composition with his creditors, or attempt to do so, or if any bribe gratuity gift loan requisites. reward to advantage pecuniary or otherwise, shall either directly or Indirectly be given promised or offered by the contractor, or any of his servant or agents to any public officer or the person in the employment of the Authority in way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Senior Manager may thereupon by notice in writing rescind the contract and security deposits of contractor shall thereupon stand forfeited and be absolutely at the disposal of the Authority and the same consequence shall ensure as if the contract has been rescinded under clause 3 here of and in addition the contractor shall not be entitled recover or be paid for any work thereto fore, actually performed under the contract.

Contract may rescinded and security deposit forfeited for subletting or if contractor becomes insolvents.

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

Clause 20-All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Authority without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

Change in constitution of firm

Clause 21- In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge who accepts this tender for his information.

Work to be executed under direction of Senior Manager/Manager/ Asst Manager

Clause 22- All works to be executed and under the contract shall be executed under the direction and subject to the approval in all respects of the Senior Manager/Manager/ Asst Manager who shall be entitled to direct at the point or points and in what manner they are to be commenced and from time to time carved on.

Clause 22 A- Sample of any items of work, where considered necessary shall have to be got approved from Engineer in charge before execution, the contractor shall find out from the Engineer in charge the manner in which he has to get samples approved.

Decision of the Senior Manager to be final

Clause 23 Except where otherwise specified in the contract the decision of the Senior Manager shall be final conclusive and binding on all parties to the contract upon all questions, relating to the meaning specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the works or as to any other questions, claims, right, matter or thing whatsoever in any way arising out of or relating to the contract designs, specifications, estimates, instructions, orders or these conditions to otherwise concerning the work, or after the completion or a abandonment thereof of the contract by the contractors, shall be final conclusive and binding on the contractor.

Clause 23A - Anything of historical or other interest or of significant value unexpectedly discovered at the site is the property of the Authority. Then Contractor is to notify the Engineers in charge of such discoveries and carry out the instructions for dealing with such situations.

Action on Specification

Clause 24- In the case of any class of work for which there is no such specification such work shall be carried out in accordance with U.P.P.W.D./UPPCL Detailed Specification and in the event of there being no. P.W.D. Specification in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Senior Manager.

Clause 25- Current PWD Schedule of Rates- Means the latest effective U.P.P.W.D. Schedule of Rates, issued by the Superintending Engineer, U.P.P.W.D. of the circle concerned. work or 'WORKS' means by or by virtue of the contractor contracted to be executed whether

temporary or permanent and whether original, altered, substituted or additional.

Clause 25 (1)- In every case in which by virtue of the provisions of section 12 subsection (1) of the Workman's Compensation Act. 1923. Authority is obliged to pay compensation to a workman employed by the contractor or by any sub-contractor from him in the execution of the said work. Authority will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Authority under section 12 sub-section (2) of the said Act. Authority shall be at liberty to recover such amount or any part thereof by deducting neither from the earnest money deposited by the contractor to his credit under clause-1 of these conditions or from any other sum due by Authority to the contractor whether under this contract or otherwise.

(2) Authority shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said act except on the written request of the contractor and upon his giving to Authority full security to all cost, for which Authority might be liable in consequence of contesting the claim.

Clause 26-No bricks for use on the work shall be manufactured within the limits of a cantonment or notified area or within half a mile of the site of work. Any bricks so manufactured shall be rejected by the Manager.

Clause 27- No earth for filling, or for any other purpose shall be excavated within half a mile of site of except with the written permission of the Manager and then only on condition that area, in which such excavation is made shall be levelled and dressed by the contractor at his own expense in accordance with the instructions of the Manager and in such a manner as to prevent the formation of pools of stagnant water.

If the contractor fails to comply with this condition the Manager may cause ground to be levelled and dressed by other workmen and deduct the expense (of which the certificate of the Manager shall be final) any sums which may be due to contractor, or from his security deposit.

Clause 28- The contractor shall not for the execution of the work employ any labour under 12 years of age. For every breach of this covenant the contractor shall be liable to pay by way of liquidated damages such sum not exceeding live rupees as the Manager may fix. And the Manager may recover such sum by deduction from any sum which may be due, or may at any time thereafter become due to the contract, or any part thereof in any respect of accruing of any thereof.

Clause 29- The contractor shall pay his labour such wages as shall not be less than the minimum wages applicable and where no minimum wages are applicable, the wages will be such as may be certified as fair wages by Engineer-in-charge.

Clause 30- The contractor shall be bound by all statutory provisions with regard to the period for which wages shall be paid and deduction from wages.

Clause 31- The contractor shall comply with all labour laws as applicable at the site of the work.

Clause 32- In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of the agreement the contractor shall comply with or cause to be complied with all the directions issued by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the contractor.

Clause 33- Leave and pay during leave of all labour employed by the contractor shall be regulated as follows--

(1) Leave:

(1) In case of delivery maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery, and 4 weeks following that day.

(2) Pay:

(i) In case of delivery leave pay during maternity leave will be at the rate of women's average daily earnings calculated on the total wages earned on the days when full time work done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of seventy-five paise a day whichever is greater.

(ii) In the case of miscarriage leave pay the rates of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

(iii) Constitutions for the grant of maternity leaves; No maternity leave benefit shall be admissible to a women unless she has been employed for a total period not less than six

Maternity benefit rules for female workers employed by contractor

months immediately preceding the date on which she proceeds of leave.

In the event of the Contractor committing a default or breach of any oldie provision of the Authority directions to contractors for the protection of health and sanitary arrangements for the workers furnishing any information or submitting or filling any statement under the provision of the above directions which is materially incorrect the contractor shall without prejudice to any other liability to pay to Govt. a sum not exceeding Its. 50/- for every default or breach and in the event of the contractor defaulting continuously in this respect, the penalty may be enhanced from Ks. 50/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender, and order of the Engineer-in-charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge that the contractor is not properly observing and complying with the said directions for the protection of health and sanitary arrangements for work people employed by the contractor (therein referred as the said direction) the Engineer-in-charge shall have power to give notice in writing to the contractor requiring that the said directions be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice If the contractor shall fail within the period specified in the notice to comply with and observe the said direction and to provide the said direction and to provide the amenities to the work people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein mentioned as the cost of the contractor The contractor shall erect make and maintain at his expense and according to approved standard all necessary huts and sanitary arrangements required for his work people on the site in connection with the execution of the work and if the same shall not have been erected or constructed according to the approved standards the Engineer-in-charge shall have power to give notice in writing to the contractor (requiring that the said huts and sanitary arrangements be remodeled and or reconstructed according to approved standards and if the contractor fails to remodel or reconstruct such huts and sanitary arrangement according to the approved standards within the period specified in the notice the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standard at the cost of the contractor.

Clause 34- The contractor shall at. his own cost provides his labour with a sufficient number of huts (herein aria referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-charge.

- 34 (1).[a] The minimum height of each but at eye level shall be 7 ft. and floor area to be provided will be at the rate of the 30 sq. ft. for each member of the workers family staying with the labourer.
- [b] The contractor shall in addition construct suitable cooking place having a minimum area 6x5 ft. adjacent to the but for each family.
- [c] The contractor shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength and separate latrines and urinals being provided for women.
- [d] The contractor shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- 34(2). [a] All the huts shall have walls of sun dried or burnt bricks laid in-mud mortar or other suitable local materials as may be approved by the Engineer-in-charge in case of sun-dried bricks the walls should be plastered with mud gobri on both sides. The floor may be katcha but plastered with mud gobri and shall be atleast 6" above the surrounding ground. The roof shall be laid with thatched, or any other materials as may be approved by the engineer-in-charge and the contract shall ensure that throughout the period of their occupation the roof remain water-tight.
- [b] The contractor shall provide each but with proper ventilation.
- [c] All doors' windows and ventilators shall be provided with suitable leaves for security purposes.
- [d] There shall be kept on an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of site with the approval of the Engineer-in-charge back-to-back construction will be allowed.
- 34 (3). Water supply- The contractor shall provide adequate supply of water for the use of labourers. The provision shall not be less than 2 gallons of pure and whole some water per head per day for drinking-purpose and 3 gallons of clean water per head for bathing and

washing purpose. Where pipe water supply is available the supply shall be at stand pacts and where the supply is from wells or river, tanks which may be of metal or masonry shall be provided. The contractor shall also at his own cost, make arrangements for laying pipe lines for water supply to his labour camp from the existing man where available and shall pay all fees and charge, therefore.

34 (4.) The site selected for the camp shall be high ground removed from jungle.

34 (5). Disposal of Excreta

The contractors shall make necessary arrangement for the disposal of excreta from the latrines by (reaching or incineration which shall be according to the requirements laid down by the Local Health Authority if trenching or incineration is not allowed the contractor shall make arrangements for the removal of excreta through the Municipal committee/authority inform about the number of labourers employed so that arrangement may be made by such Committee/Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to municipality by authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

34 (6). Drainage

The contractor shall provide efficient arrangements for drawing away soilage water so as to keep the camp neat and tidy.

34 (7.)

The contractor shall make necessary arrangement for the keeping the camp area sufficiently lighted to avoid any accident to the workers.

34 (8). Sanitation

The contractor shall make arrangements for conservancy and sanitation in the labour camp according to Rules of local Public Health and medical Authority.

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

Clause 35- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Govt. without reference to the actual loss or damages shall have been sustained and whether or not any damage shall have been sustained.

Protest

Clause 36-

(a) If the contractor considers any work demanded of him to be outside the requirement of contract or considers any record or ruling of the Engineer-in-charge or of his subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made ask in writing for written instruction or decision, whereupon he shall proceed without delay to perform the work or confirm to the procedure or ruling and within even days after receipt of the written instruction or decision he shall file written protest with the Engineer-in-charge stating clearly in detail the basis of his objection. Except for such protests or objections as are made on records ruling instructions or decision of the Engineer-in-charge shall be final and conclusive. Instructions and/or decision of the Engineer-in-charge contained in letter transmitting drawing to the contractor shall be considered as written instructions or decisions subject to protest or objection as wherein provided.

(b) If the contractor is dissatisfied with the final decision of Engineer-in-charge in pursuance of clause 30(a), the contractor may within seven days after receiving notice of such decision given notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at the issue. If the contractor fails to give such notice within the period of seven days as stipulated above, the decision of the Engineer-in-charge shall be conclusive and binding on the contractor.

(c) Except where otherwise provided in the contract, all questions and disputes relating to the meaning specification, designs drawing and instructions herein before mentioned and to the quality of workmanship or materials used on the work or as to any other question claim right or rates for extra items sanctioned and decided or not by the competent authority under the conditions, of this contract matter or think whatsoever, in any way arising out of or relating to the contract designs, drawing, specification. estimates, instruction or order on these conditions or otherwise, concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person or persons appointed by the Chief Executive Officer, UPSIDA, Kanpur.

Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 with latest amendments or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

Arbitrator

Clause 37- Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications designs drawings, and instructions herein mentioned and as to the quality of workmanship or materials used on the work or as to any other questions claim right materials used, or things whatsoever in any way arising out or relating to the contract, designs, drawings, specifications estimates Instructions, order or these conditions or otherwise concerning the work, or the executions or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Chief Executive Officer, UPSIDA at the time of dispute. It will be no objection to any such appointments that the arbitrator so appointed is government servant, that he had to deal with matter to which the contract rates and that in the course of duties as government servant he had expressed views on all or any of the matters in dispute or difference in the event of the arbitrations to whom the matter is originally referred being transferred or vacating his office or being unable to act for any such reason, Chief Executive Officer, UPSIDA at the time of such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Chief Executive Officer, UPSIDA should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

The arbitrator may from time to time with the consent of the parties enlarge the time for marketing and publishing the award.

Subject as aforesaid the provision of the Arbitration and Conciliation act 1996 (with latest amendments) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

Clause 37A- The Contractor shall be bound to defend all suits and to bear all expenses that may be incurred by reason of any person bringing any complaint or action in Consequence of any damage caused in the performance of the contract. The concerned Senior Manager may on learning any such complaint or actions, may withhold and retain out of any money which may be due or which may become due to the contractor pending the final decision of such suit or action the amount of recovery of which such actions is brought against the Contractor or jointly against him and Authority.

Clause 38- All the papers signed by the parties to this contract and bound together and scaled shall be deemed to form part of the contract bound and shall be read as conditions of contract.

Clause 39- The contractor shall supply every labour employed by him with a wage card on which rate of wages attendance and payments will be entered.

Dismissal of Workman

Clause 40- The contractor shall on the direction of the Manager immediately dismiss from the works any person employed there on who may in the opinion of the Manager, be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the works without the permission of the Manager.

Clause 41 A - The Contractor shall co-operate and share the site with the other Contractors, public authorities/utilities and the employer. The contractor shall also provide facilities and services for them as per directions of Engineer-in-charge.

Clause 41B- The contractor should do his work in such a way that the work of other contractors in the near vicinity is not hampered in any means.

**Damages to persons
property insurance
in respect of**

Clause 42- The contractor shall be responsible for all injury to person, animals or things for all damages to the structural and or decorative part of property which may arise from the operations of neglect of him or any subcontractor of any of his or a subcontractor's employee's whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with carrying out this contract. This clause shall be held to include inter alia any damage to buildings whether immediately adjacent or otherwise and any damage to road, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of his contract, electrical implements by fault, rain or other in clemencies of weather. The contractor shall indemnify the employer and hold him harmless in respect of all any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of any claim made in respect of injury damage under any acts of government or otherwise and also in respect any award of compensation of damage consequent upon such claim. The contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

CONTRACTOR

**OFFICER INVITING TENDER
Senior Manager (E) HQ**

**For U.P. State Industrial Development Authority
KANPUR**

Section III
Office of the Principal General Manager (Engg.)
U.P. State Industrial Development Authority
A-1/4, Lakhanpur, Kanpur
SHORT TERM E-TENDER NOTICE

E-Tenders are invited on behalf of UPSIDA H.O Kanpur for the following works from eligible contractors/firm having experience of successfully completed works with Govt. Deptt./Semi Govt.Deptt./PSU/Corporations/ Authorities/Board/Local Bodies only, by the undersigned. Earnest money is required by RTGS/NEFT/ Online in prescribed bank accounts in favour of UPSIDA only. The cost of bid document/ e-Tender processing fee document with GST is required by RTGS/NEFT/ Online in prescribed bank accounts in favour of UPSIDA

The tender shall be on Two Bid system, techno commercial details such as experience certificates, qualification document etc. shall be verified first. The Tender of contractors who do not qualify the pre-qualification requirements shall be summarily rejected and their price bids shall not be opened. The price bid of contractors who are found eligible in pre-qualification shall be downloaded through E-Tender procurement solution after filling their details on the E-Tender portal.

It is compulsory that bidder shall upload duly completed & signed e-tender document, capability statement, fee format along with supporting documents in Technical Bid Envelop and Bill of Quantity in Financial Bid Envelop separately. It is compulsory that bidder shall submit original affidavits which were uploaded by him to the undersigned office by registered post or by hand. It is compulsory that document shall received in office latest by **08.06.2026 upto 5.00 P.M.** failing which tender shall not be consider for further processing.

UPSIDA can reject any or all tenders without assigning any reason. For taking part in E-Procurement Solution the contractors are required to visit the E-Tender link on www.onlineupsida.com

S. No.	Job No./ Name of work	Estimate cost (Including Labour welfare cess),	Earnest Money	cost of tender document / e-Tender processing fee/,	Date of Release of E-tender in E-procurement Solution	Last date/ time of receipt E-procurement with scan copy of RTGS receipt with transaction Id for cost of bid document/ e-Tender processing fee and EM	Date/Time of opening Technical Bid through E-tender procurement solution	Date of time for opening Price Bid through E-tender procurement solution	Place of opening of E-tender
1.	Job No ED-IV (426)Dt. 12.02.2026 Providing street, High Mast Lighting System and poles to cover dark spot and AMC 03 years at IA GC Jainpur Housing ,Kanpur Dehat	Rs. 1,74,28,826/-	Rs. 2,06,000/- (For UPSIDA Registered Contractors) Rs. 4,12,000/- (For Others Govt. Deptt. Regd. Contractor)	Rs. 5377/-	27.05.2026 at 04.00 P.M	03.06.2026 up to 5.00 P.M	04.06.2026 at 04.00 P.M	This information shall be intimated on our Website after approval of technical bid .	UPSIDA Complex A-1/4 Lakhanpur, Kanpur-208024

Note- For Electrical Works the Bidder should have –

- i. **Proof of registration in in UPSIDA/Other Govt. Department/Public Sector Undertaking/ Corporations/ Authority/ Board/ Local Bodies.**
- ii. **“A class approved” license issued by Directorate of Electrical Safety of Uttar Pradesh**

The Tender document shall be available at the E-tender link on website of UPSIDA at www.onlineupsida.com and at UP Electronics Corporation website www.etender.up.nic.in Interested bidders are requested to regularly visit the websites and update themselves with regard to any change or additional information related to the tender.

Senior Manager (E) HQ

कार्यालय प्रधान महाप्रबन्धक (अभियन्त्रण)
उ०प्र०राज्य औद्योगिक विकास प्राधिकरण
ए-1/4, लखनपुर, कानपुर
अल्पकालीन ई-निविदा सूचना

उ० प्र० राज्य औद्योगिक विकास प्राधिकरण यूपीसीडा मुख्यालय कानपुर के क्षेत्रों में निम्न कार्यों के लिए केवल सरकारी विभाग/अर्ध सरकारी विभाग/पीएसयू/निगम/प्राधिकरण/बोर्ड/स्थानीय निकायों के साथ सफलतापूर्वक पूर्ण किए गए कार्यों का अनुभव रखने वाले पात्र ठेकेदारों/फर्म से, अधोहस्ताक्षरी द्वारा ई-निविदा आमंत्रित की जाती है। वॉछित धरोहर धनराशि उ०प्र०राज्य औद्योगिक विकास प्राधिकरण के नाम सम्बन्धित बैंक में आरटीजीएस/ऑनलाइन के द्वारा स्वीकार्य की जायेगी। निविदा प्रपत्र का मूल्य सम्बन्धित बैंक में आरटीजीएस/ऑनलाइन के द्वारा उ०प्र०राज्य औद्योगिक विकास प्राधिकरण के पक्ष में हस्तान्तरित करने पर स्वीकार किया जायेगा। निविदादाताओं को E-tender document capability statement, fee for tender को पूर्ण करते हुए हस्ताक्षरित कर सहायक दस्तावेजों सहित Technical Bid Envelop में एवं Bill of Quantity को Financial Bid Envelop में अलग-अलग अपलोड करना अनिवार्य है। निविदादाताओं द्वारा अपलोड समस्त शपथ पत्रों को पंजीकृत डाक अथवा व्यक्तिगत रूप से उपलब्ध कराने होंगे, जो दिनांक **08.06.2026 upto 5.00 P.M** तक कार्यालय में प्राप्त होना अनिवार्य है।

निविदा द्विस्तरीय पद्धति से खोली जायेगी। अर्हता प्रपत्र, अनुभव प्रपत्र आदि पहले डाउनलोड किये जायेगें तथा जिन निविदाकारों की अर्हतायें पूरी नहीं होगी उनकी दरें डाउनलोड नहीं की जायेगी। जो निविदाकार तकनीकी बिड में उपयुक्त पाये जायेगें उनका विवरण ई-टेंडर पोर्टल में भरते हुए प्राइस बिड का भाग खोला जायेगा। सक्षम अधिकारी को किसी भी निविदा एवं समस्त निविदाओं को बिना कारण बताये निरस्त करने का अधिकार सुरक्षित है। ई-प्रोक्योरमेंट शोल्डेशन में भाग लेने के लिये ठेकेदारों को www.onlineupsida.com के ई-टेंडर लिंक को विजिट करना होगा।

क्रम सं०	जाब सं०/कार्य का नाम	आगणित लागत (Including Labour welfare cess),	धरोहर राशि	निविदा प्रपत्र का मूल्य/टेंडर प्रोसेसिंग फीस	ई-प्रोक्योरमेंट शोल्डेशन में ई-टेंडर जारी करने की तिथि	ई-प्रोक्योरमेंट द्वारा निविदा प्राप्त करने की अन्तिम तिथि तथा समय जिसके साथ टेंडर मूल्य की धरोहर राशि की आरटीजीएस की रसीद संलग्न करनी है।	ई-प्रोक्योरमेंट द्वारा शोल्डेशन द्वारा ई-निविदा की प्राइस बिड खोलने की तिथि व समय	ई-निविदा खोलने का स्थान	
1	Job No ED-IV (426)Dt. 12.02.2026 Providing street, High Mast Lighting System and poles to cover dark spot and AMC 03 years at IA GC Jainpur Housing ,Kanpur Dehat	Rs. 1,74,28,826/-	Rs. 2,06,000/- (For UPSIDA Registered Contractors) Rs. 4,12,000/- (For Others Govt. Deptt. Regd. Contractor)	Rs. 5377/-	27.05.2026 at 04.00 P.M	03.06.2026 up to 5.00 P.M	04.06.2026 at 04.00 P.M	This information shall be intimated on our Website after approval of technical bid	UPSIDA Complex A-1/4 Lakhapur, Kanpur-208024

नोट- विद्युत कार्यों के लिए निविदाकार के पास निम्नलिखित अभिलेख होना अनिवार्य है -

- यूपीएसआईडी/अन्य सरकारी विभाग/सार्वजनिक क्षेत्र के उपक्रम/निगम/प्राधिकरण/बोर्ड/स्थानीय निकाय में पंजीकरण का प्रमाण।
- उत्तर प्रदेश के विद्युत सुरक्षा निदेशालय द्वारा जारी "A श्रेणी अनुमोदित" लाइसेंस।

निविदा प्रपत्र की बेबसाइट www.onlineupsida.com के निविदा लिंक पर तथा उ०.प्र० इलेक्ट्रानिक्स कारपोरेशन की बेबसाइट www.etender.up.nic.in पर देखे जा सकते हैं। इच्छुक ठेकेदारों से अनुरोध है कि वे नियमित रूप से उक्त बेबसाइटों पर देखते रहें। क्योंकि निविदाओं के सम्बन्ध में कोई बदलाव अथवा अतिरिक्त सूचना बेबसाइट पर उपलब्ध करायी जायेगी। निविदा से सम्बन्धित अन्य जानकारी हेतु श्री आशीष सिंह तोमर, वरिष्ठ प्रबन्धक (वि०), मुख्यालय से दूरभाष सं० 7881104044 पर सम्पर्क किया जा सकता है।

वरि० प्रबन्धक (वि०) मुख्यालय

U.P. STATE INDUSTRIAL DEVELOPMENT AUTHORITY

REQUIREMENTS

for

PRE-QUALIFICATION OF TENDER

NAME OF WORK: Providing street,High Mast Lighting System and poles to cover dark spot and AMC 03 years at I.A. GC Jainpur Housing ,Kanpur Dehat

JOB NO: ED-IV (426) Dt : 12.02.2026

REQUIREMENTS FOR PRE-QUALIFICATION OF TENDER

1. The details regarding pre-qualification and tender containing rates are to be uploaded as per up to due date & time in the prescribed format. Non furnishing of required details/ incomplete details will lead to rejection of tender. In case it is found that the details furnished are fake/false/fabricated the firm shall be blacklisted without any notice.
2. Contractor will have to submit the character certificate issued by the District Magistrate in the name of partners in case it is the partnership firm, proprietor, in case it is proprietorship firm/contractor, Directors in case it is Pvt. Limited Firm etc. without character certificate the tender shall be rejected.
3. The contractor will have to submit their Id proof of self, partners, Directors etc. as the case may be.
4. The contractors will have to submit their address proof of self, partners, Directors etc. as the case may be.
5. The tenderer should submit the notarized affidavit that the tenderer/firm has not been blacklisted by any state/central government department/ organization. The e-bid of blacklisted contractor or not submitting the required affidavit shall be rejected. (Annexure A)
6. The tenderer should submit the notarized affidavit that the tenderer/firm has been submitted documents alongwith E-Bid are Genuine & True. (Annexure A)
7. The tenderer should submit the certificate of validity of tender on Non-Judicial Stamp paper of Rs. 100/- Revenue Stamp affixed on it. (Annexure A)
8. The tenderer should submit special conditions pertaining to electrical works
9. The rates of only those contractors will be opened and recorded on comparative statement who will pre-qualify as per requirements mentioned hereinafter.
10. The rates of only those contractors will be opened and recorded on comparative statement who pre-qualify as per requirements mentioned hereinafter.
11. Proof of solvency: Minimum solvency required is 40% of total estimated cost put to tender (issued within a period of minimum six months). Of Nationalized /Scheduled Bank. It issued more than six months should be revalidated after six months.
 - a) In case individuals, firms and Undivided Hindu Families, proof of solvency of the applicant will consist of a certificate signed by the District Magistrate or Manager of the bank in the form given in Appendix 'A' regarding the cash assets of the applicant.
 - b) In case of private limited company, the proof of the company solvency will be its last balance sheet audited and certified by the Chartered Accountant or certificate/reference of a Schedule bank.
12. The rates of only those contractors will be opened and recorded on comparative statement who pre-qualify as per requirements mentioned hereinafter.
13. Proof of solvency: Minimum solvency required is 40% of total estimated cost put to tender (issued within a period of minimum six months). Of Nationalised/Scheduled Bank. It issued more than six months should be revalidated after six months.
 - (i) In case individuals, firms and Undivided Hindu Families, proof of solvency of the applicant will consist of a certificate signed by the District Magistrate or Manager of the bank in the form given in Appendix 'A' regarding the cash assets of the applicant.
 - (ii) In case of private limited company, the proof of the company solvency will be its last balance sheet audited and certified by the Chartered Accountant or certificate/reference of a Schedule bank.
14. Proof of employment of technical staff will consist of a declaration by the contractor as given below. The declaration by the contractor will be given in the form attached Appendix 'B' (in the presence of Notary Public giving details of the required staff)

GENERAL GUIDELINES FOR FIXING REQUIREMENT OF TECHNICAL STAFF FOR A WORK

Cost of work (Rs. In Lac)	Requirement of Technical staff		Minimum experience (Years)	Designation
	Qualification	Number		
More than 1000	i) Project Manager with degree in corresponding discipline of Engineering.	1	10	Principal Technical Representative
	ii) Graduate Engineer	1	5	Technical represents Technical Representative
	iii) Graduate Engineer	2	Nil	
	Or Diploma Engineer	2	5	

500 to 1000	i) Graduate Engineer	1	5	Principal Technical Representative
	ii) Graduate Engineer Or Diploma Engineer	2	Nil	Technical represents
		2	5	
200 to 500	i) Graduate Engineer	1	5	Principal Technical Representative
	ii) Graduate Engineer Or Diploma Engineer	1	Nil	Technical represents
		1	5	
50 to 200	Graduate Engineer	1	2	Principal Technical Representative
10 to 50	Graduate Engineer Or	1	Nil	Principal Technical Representative
	Diploma Engineer	1	5	

Notes: 1. Rate of Recovery in case of noncompliance of above be stipulated at following rates:-

S.No	Qualification	Experience (years)	Rate of recovery
i)	Project Manager with Degree	10	Rs. 20,000/- p.m.
ii)	Graduate Engineer	5	Rs. 15,000/- p.m.
iii)	Graduate Engineer	Nil	Rs. 10,000/- p.m.
	Diploma Engineer	5	

15. Proof of possession of required machinery, tools, plant, centering & shuttering will consist of a declaration in shape of an affidavit duly verified by the Notary in the Proforma as per Appendix 'D'.

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

- (1) Motor Grader-«Motor_Grader»
- (2) Dozer-«Dozer»
- (3) Front end Loader-«Front_end_Loader»
- (4) Smooth Wheeled Roller-«Smooth_Wheeled_Roller»
- (5) Water Tanker-«Water_Tanker»
- (6) Bitumen Sprayer-«Bitumen_Sprayer»
- (7) Air Compressor-«Air_Compressor»
- (8) Mechanical Broom-«Mechanical_Broom»
- (9) Hot Mix Plant with Electronic Controls (Minimum 80-100 TPH Capacity)-
«Hot_Mix_Plant_with_Electronic_Controls_»
- (10) Paver Finisher with Electronic Sensor-«Paver_Finisher_with_Electronic_Sensor»
- (11) Vibratory Roller-«Vibratory_Roller»
- (12) Tipper Truck-«Tipper_Truck»
- (13) Tar Boiler-
- (14) Tractor Trolley-«Tractor_Trolley»
- (15) Wet Mix Plant of 75 tonn hourly Capacity-«Wet_Mix_Plant_of_75_tonn_hourly_Capacity»
- (16) Pneumatic tyred roller-«Pneumatic_tyred_roller»
- (17) Batch Mix Plant-«Batch_Mix_Plant»
- (18) Concrete Mixer-«Concrete_Mixer»
- (19) Concrete Mixer with Integral Weigh Batching facility-«Concrete_Mixer_with_Integral_Weigh_Batch»
- (20) Concrete Batching and Mixing Plant (Minimum Capacity-15 m3/hour) -
«Concrete_Batching_and_Mixing_Plant_Mini»
- (21) Plate Vibrator -«Plate_Vibrator»
- (22) Pin Vibrator-«Pin_Vibrator»
- (23) Floater-«Floater»
- (24) Concrete Paver Finisher-«Concrete_Paver_Finisher»

Proof of previous experience :-

1. No experience is required for work up to Rs. 10 Lakh
2. For works above Rs. 10 Lakh experience needed is as follows (Any one of the following):
Experience of having successfully completed works with Govt. Deptt./Semi Govt. Deptt./PSU/Corporations/Authorities/Board/Local Bodies only during last 07 (Seven) years for similar nature of works only (Bidder to attach completion certificate issued by the client)

- a. One work equal to minimum 80% of bid value completed in last seven years (counted from the date of first publication of tender)
 - b. Two works equal to minimum 60% of bid value completed in last seven years (counted from the date of first publication of tender)
 - c. Three works equal to minimum 40% of bid value completed in last seven years (counted from the date of first publication of tender)
16. Proof of Financial Turnover of the firm –
- a. Average Annual financial turnover from core business of the bidder (Civil Construction/Electrical/ Mechanical works) should be at least 30% of the estimated cost of tender during the immediate last 03 consecutive financial years (counted from the date of first publication of tender) (Please Attach CA Certificate with Membership No and UDIN no) ***Provisional Certificate Certified by CA is also valid for F.Y. 2024-25.***
17. In case of firm, duly certified copy of partnership deed and registration certificate; in case of company, deed for article of association and power of attorney for the person concerned to authorize to sign the tender and agreement.
18. **In case of any change in solvency, technical staff, tools, and plants or change in partners of the constitution of a company after submission of documents, the same shall be intimated to the Project Engineer.**
19. The decision regarding pre-qualifying the contractor for the above referred will rest with the competent authority of UPSIDA whose decision will be final.
20. All e-Bids submitted shall also include the following:
- (1) Filled in form Capability Statement (along with all required/ necessary documents and proofs)
 - (2) Certified Copies of relevant pages of following documents:
 - i. Memorandum and Article of Association showing objectives of the Company / firm and authority to sign the e-Bid/contract or delegate the power to others for signing the e-Bid/contract.
 - ii. Place of registration and Registration Certificate.
 - iii. The power-of-attorney authorizing the tenderer to sign the e-Bid/ contract.
 - iv. PAN certificate of the company/firm.
 - v. G.S.T registration certificate of the company/firm.
 - vi. Special Conditions pertaining to electrical works
 - vii. Affidavit regarding guarantee period of electrical implements
 - viii. For Electrical works, proof of registration in UPSIDA/Other Govt. Department/Public Sector Undertaking/Corporations/ Authority/ Board/ Local Bodies.
 - ix. For Electrical works “A class approved” license issued by Directorate of Electrical Safety of Uttar Pradesh

The E-Bids of the tenderers not submitting certified copies mentioned above documents shall be rejected.

21. It shall be the discretion of the Department to decide as to whether an E-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
22. The tenderers are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the tenderers having financial bid document in the technical bid will outrightly be rejected.
23. Contacting the department
 - a) No tenderer shall contact the department on any matter relating the e-Bid , from the time of the e-Bid opening to the time the contract is awarded . If the tenderer wishes to bring additional information to the notice of the department, he / she can do so in writing.
 - b) Any effort by a tenderer to influence the department in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection the tenderer’s e-Bid.
 - c) In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/blacklisting from UPSIDA works and the legal proceeding can also be initiated.

CONTRACTOR SIGNATURE

OFFICER INVITING TENDER

U.P. State Industrial Development Authority

SALABLE FORM FOR TENDER INVITED

JOB NO: ED-IV (426) Dt : 12.02.2026

The required fee of tender form has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF EARNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

CONTRACTOR

CAPABILITY STATEMENT

* It is compulsory for the bidder to fill this statement and the bidder must upload (coloured scan copy) only those document that support this statement

Tender Reference No : JOB NO: ED-IV (426) Dt. 12.02.2026

Tender: Providing Street, High Mast Lighting System and poles to cover dark spot and AMC 03 years at I.A. GC Jainpur Housing ,Kanpur Dehat.

Name of Tenderer			
Total Estimated Cost of Work with GST (In Rs.)			2,05,66,014.68
Sr.No.	Eligibility Criteria	Minimum Value in INR	(Value To Be Filled By the Tenderer (In Indian Rs.))
1	<p>SOLVENCY (Issued within a period of minimum six months).</p> <p>40% OF TOTAL ESTIMATED COST</p>	Rs.82,26,406/-	
2	<p>«Atleast 03 (Three) jobs each of similar nature of value not less than 40% of the estimated cost of work , completed within last 07 (Seven) years (counted from the date of first publication of tender) »</p>	Rs. 82,26,406/-	
	OR		
	<p>« Atleast 02 (Two) jobs each of similar nature of value not less than 60% of the estimated cost of work, completed within last 07 (Seven) years (counted from the date of first publication of tender)»</p>	Rs. 1,23,39,609/-	
	OR		
	<p>« Atleast 01 (One) job of similar nature of value not less than 80% of the estimated cost of work, completed within last 07 (Seven) years (counted from the date of first publication of tender) »</p>	Rs. 1,64,52,812/-	
<p><u>Similar Works Means -</u></p>			

3	Turnover(During The immediate LAST 03 consecutive Financial Years (counted from the date of first publication of tender) (Please Attach CA Certificate with Membership No and UDIN no)	<u>30% of the Estimated cost of the Tender</u>		
		<u>Year 1 (FY _____)</u>	Rs. 61,69,804.00	
		<u>Year 2 (FY _____)</u>	Rs. 61,69,804.00	
		<u>Year 3 (FY _____)</u>	Rs. 61,69,804.00	
(a)	Average Annual financial turnover from core business of the bidder (Civil Construction/Electrical/ Mechanical works) should be atleast 30% of the estimated cost of tender during the immediate last 03 consecutive financial years (counted from the date of first publication of tender) (Please Attach CA Certificate with Membership No and UDIN no)	<u>Minimum Average Annual Turnover Required – INR</u> _____	Rs. 61,69,804.00	

Result of Experience		
4	Required Technical Staff	Yes/No
5	Required Machinery	Yes/No
6	Character certificate of Individual/ partners/ directors issued from District Magistrate.	Yes/No
7	Address Proof/Id. Proof of individual/ partners/ directors.	Yes/No
8	Submission of Affidavit of not blacklisted(Annexure- A)	Yes/No
9	Submission of Affidavit of documents submitted are genuine & True (Annexure- A)	Yes/No
10	Submission of Certificate of validity of tender on Rs. 100/- Non-Judicial Stamp paper(Annexure-A):-	Yes/No
11	Certified Copies of following documents:-	Yes/No
(a)	Memorandum and Article of Association showing objectives of the Company / firm and authority to sign the e-Bid/contract or delegate the power to others for signing the e-Bid/contract:-	Yes/No
(b)	Registration Certificate:-	Yes/No
(c)	The power-of-attorney authorizing the tenderer to sign the e-Bid/ contract:-	Yes/No
(d)	PAN certificate of the company/firm:-	Yes/No
(e)	GST registration certificate of the company/firm:-	Yes/No

Contractor

Inviting Officer

To be executed on a Non – Judicial Stamp paper of Rs. 100/- and Notarized

FORMAT of AFFIDAVIT

Affidavit

I _____ S/o _____ Aged _____ years resident of (address _____) For and on behalf of the bidder/firm (Name of Firm) _____ do hereby and herewith solemnly affirm/state on oath that:

1. Information furnished with the bid is correct In all respects to the best of my knowledge and belief, If any information is subsequently , even after award if the work , is found to be incorrect, UPSIDA may forfeit Bid Security/ EMD and debar the firm from future participation in tendering in UPSIDA.
2. The bidder/ firm does not have in its employment (without UPSIDA’s written permission) any retired employee of UPSIDA.
3. The bidder/firm does not have in its employment any near relatives working in the UPSIDA (Note:- By the term near relatives is meant Wife, Husband, Parents and Sons, Brother, Sister ,Brother-in-Law, Father-in-Law, Mother-in-Law)
4. The Bidder/firm is not blacklisted/ debarred from participation in tenders by any Govt./Semi Govt department/ Undertaking
5. The Turnover shown in the accounts and C.A. Certificate is only from core business of the bidder (Civil Construction/Electrical/ Mechanical works)
6. Bid validity will be 90 days after the deadline date of submission of bid.

I Hereby , certify that I have been authorized by the _____ (Bidder/ Firm) to sign on its/ their behalf.

Deponent

(_____)

Authorized Signature/

For and on Behalf of

_____ (Name of Firm)

Certification

I _____ S/o _____ do hereby affirm that the content/information submitted in Technical and Financial Bid and in this affidavit is true and correct to the best of my knowledge and belief and are based on my/our record.

Verified that this _____ date of _____ 20____ at (Place)_____

Deponent

(_____)

Authorized Signature/

For and on Behalf of

_____ (Name of Firm)

(BANKER'S SOLVENCY CERTIFICATE)

This is to certify that M/s.....
.....

have been dealing with us for last... .. years, satisfactorily. The balance lying in the his/her accounts with us is Rs. The turnover during the year in the accounts have been to the tune of Rs. Lac, on the basis of information available with us. We assess their solvency is not less than Rs. Lac.

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Dated:

Manager
Seal of the Bank

Annexure 'C'

I/We

S/o Shri

Karta/Partners/Authorized person of M/s

.....

resident of

.....

applicant for pre-qualification hereby declare that following person/persons are in my/our regular employee on the post and from the dates mentioned against them.

S. No.	Name & Address	Technical Qualification	Post Held	Date of regular continuous employee
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I/We undertake that if any of the post falls vacant or left unfilled for more than one month during the execution of the work entrusted to me/us by UPSIDA, I/we shall inform the authority to whom the application for pre-qualification is being made.

SEAL
(Notary Public)

APPLICANT

Annexure 'D'

I/We

S/o Shri

Karta/Partners/Authorized person of M/s

.....

applicant for pre-qualification for this job to be executed, hereby, declare that I/we possess the following machinery, tools & plants, centering & shuttering.

Particulars of Machinery Tools & Plant Centering & Shuttering	Estimated Cost (Rs.)	Approximate Age (Yrs.)
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I/We undertake that if there is any reduction in the equipment below the limit required for pre-qualification, I/we will inform PGM/ CGM/ GM/ DGM/ SM (Engineering) to whom application for pre-qualification is being made.

Seal
(Notary Public)

Signature of Applicant

U.P. STATE INDUSTRIAL DEVELOPMENT AUTHORITY

SECTION-IV

FINANCIAL E- BID

Name of Work: - Providing street, High Mast Lighting System and poles to cover dark spot and AMC 03 years at I.A. GC Jainpur Housing, Kanpur Dehat

JOB NO: ED-IV (426) Dt : 12.02.2026

