

**Executive Engineer
Central Store Division-3, Kalagarh**

E Tender Notice No. 23/EE/CSD-3K/2026-27 (LOT-1)

Tender Documents

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**कार्यालय अधिशासी अभियन्ता
केन्द्रीय भण्डार खण्ड-3, कालागढ़**

अल्पकालीन ई-निविदा सूचना सं.- 23/ई.ई./के.भ.ख.-3/2026-27

महामहिम राज्यपाल महोदया उत्तर प्रदेश की ओर से निम्नलिखित कार्यों हेतु सिंचाई एवं जल संसाधन विभाग उत्तर प्रदेश द्वारा ऑनलाइन <http://etender.up.nic.in> के माध्यम से प्री-क्वालीफिकेशन टेक्निकल बिड/प्राइस बिड/फाइनेंशियल बिड बजट/वित्तीय स्वीकृति की प्रत्याशा में सिंचाई एवं जल संसाधन विभाग में वर्गीकृत श्रेणी में पंजीकृत ठेकेदारों से दिनांक 02-06-2026 को अपराह्न 02:00 बजे तक आमंत्रित की जाती है।

आमंत्रित निविदा की सूचना निम्नानुसार है :-

क्र.	कार्य का विवरण	अनुमानित लागत (लाख रुपये में)	धरोहर राशि (रुपये में)	कार्य पूर्ण करने की अवधि	निविदा प्रपत्र का मूल्य	पंजीकृत श्रेणी
1	अफज़लगढ़ बैराज, कालागढ़ के गेटों के क्षतिग्रस्त रोलर बदलते हुए नवीन रोलर एवं रोलर केज एसेम्बली की प्लेट पिन की प्रतिस्थापना का कार्य।	25.74	52,000.00	180 दिवस	300.00+18% जी.एस.टी. + (500 रु. स्टेशनरी चार्ज)	ए-मैकेनिकल सिंचाई विभाग, उत्तर प्रदेश
2	अफज़लगढ़ बैराज कालागढ़ के गेटों के स्टील वायर रोप बदलने का कार्य।	19.25	39,000.00	180 दिवस	300.00+18% जी.एस.टी. + (500 रु. स्टेशनरी चार्ज)	ए-मैकेनिकल सिंचाई विभाग, उत्तर प्रदेश
3	अफज़लगढ़ बैराज के गेटों के अपस्ट्रीम एवं डाउन स्ट्रीम में इपोक्सी पेंटिंग का कार्य।	20.64	41,500.00	180 दिवस	300.00+18% जी.एस.टी. + (500 रु. स्टेशनरी चार्ज)	ए-मैकेनिकल सिंचाई विभाग, उत्तर प्रदेश
A.	वेबसाइट पर बिड डाक्यूमेंट की उपलब्धता की तिथि एवं समय	27-05-2026 को समय 10-00 बजे से				
B.	बिड अपलोड करने की अवधि, जिसके साथ बिड डाक्यूमेंट शुल्क, बिड सिक्योरिटी/ रजिस्ट्रेशन प्रमाण पत्र एवं अन्य आवश्यक डाक्यूमेंट्स पी0डी0एफ0/ एक्स0 एल0 एस0 फार्मेट में।	27-05-2026 को समय 10-00 बजे से 02-06-2026 को अपराह्न 02:00 बजे				
C.	निविदा प्रपत्र शुल्क, बिड सिक्योरिटी, रजिस्ट्रेशन प्रमाण-पत्र, एवं अन्य वांछित अभिलेख मूल रूप में, अभियन्ता, केन्द्रीय भण्डार खण्ड-3, नई कालोनी, कालागढ़ कार्यालय में जमा करने की निर्धारित तिथि व समय	02-06-2026 को अपराह्न 02:00 बजे तक				
D.	ऑनलाइन पार्ट-‘ए’ प्री-क्वालीफिकेशन, टेक्निकल-बिड (धरोहर धनराशि व तकनीकी भाग) खोले जाने की तिथि एवं समय	02-06-2026 को अपराह्न 03:00 बजे				
E.	ऑनलाइन पार्ट-‘बी’ (वित्तीय भाग) प्राइस बिड/फाइनेंशियल बिड खोले जाने की तिथि एवं समय	पार्ट- ‘ए’ खोलने के उपरान्त				
F.	बिड खोले जाने का स्थान	कार्यालय अधिशासी अभियन्ता केन्द्रीय भण्डार खण्ड-3, कालागढ़				
निविदा सूचना, सूचना विभाग की वेब-साइट http://information.up.gov.in व सिंचाई विभाग की वेब-साइट http://idup.gov.in पर उपलब्ध है। निविदा प्रपत्र ई-प्रोक्योरमेंट वेबसाइट http://etender.up.nic.in से डाउनलोड किये जा सकते हैं, परन्तु निविदा प्रपत्र का मूल्य, धरोहर धनराशि कार्यालय अधिशासी अभियन्ता, केन्द्रीय भण्डार खण्ड-3, नई कालोनी, कालागढ़ के नाम केवल इन्टरनेट बैंकिंग के माध्यम से ऑनलाइन देय होगी, जो निविदा के भाग-ए के साथ आवश्यक रूप से जमा किया जायेगा। निविदा प्रपत्र का मूल्य, निविदा के भाग-ए के साथ संलग्न न किये जाने की स्थिति में ऐसी निविदा पर विचार नहीं किया जायेगा।						
निविदा सूचना में कोई भी संशोधन / परिवर्तन किया जाता है तो संशोधन/ परिवर्तन उक्त साइट पर अपलोड कर दिया जायेगा। कृपया उक्त साइट को समय-समय पर चेक करते रहें।						

नोट- निविदा डालने से पूर्व ठेकेदार को साइट की विजिट स्वयं कर लेनी चाहिए। बजट एवं साइट की आवश्यकतानुसार कार्य की मात्रा घट/बढ़ सकती है। बर्क साइट तक ढुलाई का कार्य ठेकेदार को ही वहन करना होगा। ठेकेदारों को कार्य करने हेतु टी.एण्ड पी. एवं अन्य सामग्री की स्वयं व्यवस्था करनी होगी।

**(मनोज कुमार गौड़)
अधिशासी अभियन्ता
केन्द्रीय भण्डार खण्ड-3, कालागढ़**

निविदादाता के लिए प्रश्नोत्तरी

E Tender Notice No. 23/EE/CSD-3K/2026-27 (LOT-1)

निविदादाता का नाम-

पत्राचार का पूरा पता, मकान नं., पिन कोड सहित

निविदादाता का मोबाईल नम्बर

निविदा डालने से पूर्व निविदादाता अवश्य सुनिश्चित करें कि निम्नलिखित सभी प्रश्नों के उत्तर “हाँ” हों, एवं सामने बने कोष्ठक में उत्तर भी लिखें।

1. क्या निविदादाता को निविदा में लिखी सभी शर्तें मान्य हैं ?
2. क्या निविदादाता ने अपना पूरा पता निविदा पत्र पर निर्धारित सभी स्थानों में लिखा है ?
3. क्या निविदादाता ने अपने पते में पिन कोड लिखा है ?
4. क्या निविदादाता के “पार्टनरशिप फर्म” होने पर निविदा पर सभी साझेदारों ने हस्ताक्षर कर दिए हैं?
5. क्या पार्टनरशिप फर्म की निविदा पर एक साझेदार द्वारा हस्ताक्षर होने पर उस साझेदार के नाम “पॉवर ऑफ अटॉर्नी” और “पंजीकृत पार्टनरशिप डीड” किसी राजपत्रित अधिकारी द्वारा प्रमाणित कराकर संलग्न की गयी है?
6. क्या एकल प्रोपराइटर द्वारा अपना प्रतिनिधि नियुक्त किया गया है ? अगर किया गया है तो नियमानुसार निविदा की सामान्य शर्त के बिन्दु सं० 1. (IX) के अनुसार स्टाम्प पर “पॉवर ऑफ अटॉर्नी” निविदा के साथ संलग्न किया गया है?
7. क्या कार्य की दरें अंकों एवं शब्दों दोनों में अंकित की गयी हैं?
8. क्या निविदा के साथ सिंचाई विभाग की निर्धारित श्रेणी में “पंजीकरण प्रमाण पत्र” संलग्न है ?
9. क्या निविदा के साथ जिलाधिकारी द्वारा निर्गत चरित्र प्रमाण पत्र(आई.टी.डी.-1) संलग्न है ?
10. क्या निविदा के साथ जिलाधिकारी द्वारा निर्गत हैसियत प्रमाण पत्र(आई.टी.डी.-2) संलग्न है ?
11. क्या निविदा के साथ सिंचाई विभाग की निर्धारित श्रेणी में स्व घोषणा शपथ पत्र(आई.टी.डी.-3) संलग्न है?
12. क्या स्व घोषणा शपथ पत्र(आई.टी.डी.-3) में निविदादाता की फोटो लगा दी गयी है ?
13. क्या स्व घोषणा शपथ पत्र(आई.टी.डी.-3) एवं उसमें लगायी गयी निविदादाता की फोटो नोटरी द्वारा सत्यापित है ?
14. क्या स्व घोषणा शपथ पत्र(आई.टी.डी.-3) निविदा प्रकाशन की तिथि के बाद का है ?
15. क्या स्व घोषणा शपथ पत्र(आई.टी.डी.-3) के सभी अंकालम भरे हुए हैं?

16. क्या ठेकेदार का श्रम विभाग में पंजीकरण है ?
17. क्या निविदादाता ने निविदा में उल्लिखित कार्यों का अपना अनुभव संलग्न किया है ?
18. क्या निविदादाता का जी0एस0टी0 में पंजीकरण है ?
19. क्या CREDENTIALS OF TENDERES में सम्पूर्ण सूचना भरकर निविदादाता ने हस्ताक्षर किये हैं?
20. क्या Validity Commitment में सम्पूर्ण सूचना भरकर निविदादाता ने हस्ताक्षर किये हैं?
21. क्या SPECIMEN SIGNATURE में सम्पूर्ण सूचना भरकर निविदादाता ने तीन हस्ताक्षर किये हैं? क्या यह हस्ताक्षर किसी राजपत्रित अधिकारी अथवा नोटरी से प्रमाणित हैं?
22. क्या CONTRACTOR WARRANTY में सम्पूर्ण सूचना भरकर निविदादाता ने हस्ताक्षर किये हैं?
23. क्या निविदा से सम्बंधित दरों की वैधता निविदासूचना में दिए गए शर्तों के अनुसार लिखी गयी है (जैसे 90 दिन या 120 दिन) ?
24. क्या निविदा दाता ने निर्धारित स्थान पर अपना मोबाईल नम्बर लिखा है ?

उपर्युक्त सभी प्रश्न मेरे द्वारा अच्छी तरह से पढ़कर उसके सामने बने कोष्ठक में “हाँ” लिखा गया है | अगर किसी प्रश्न का उत्तर गलत पाया जाता है तो मेरे द्वारा डाली गयी निविदा निरस्त कर दी जाये एवं मेरे द्वारा कोई भी दावा प्रस्तुत नहीं किया जायेगा |

निविदादाता के तिथि
एवं
मुहर सहित हस्ताक्षर

अनुदेश:-

- 1- निविदा में प्रस्तावित कार्य बांधों/बैराजों/रेगुलेटरों पर कराये जाने वाले यांत्रिक एवं विद्युत अनुरक्षण के कार्य है जिन्हे कराया जाना अति आवश्यक है। ठेकेदार/फर्म का यांत्रिक/विद्युत कार्यों का सम्पादन करने हेतु श्रेणी-ए में पंजीकरण होना आवश्यक है।
- 2- प्रश्नोत्तरी निविदा का अभिन्न भाग है।
- 3- **The contractor will guarantee to execute all works alongwith supply of spares/ fittings/accessories which may not be specifically mentioned in the schedule of quantities and prices but which are usually and necessarily required for successful maintenance/operation/repairs without claiming any extra cost.**
- 4- निविदा से सम्बन्धित विस्तृत जानकारी कार्यालय अधिशासी अभियन्ता, केन्द्रीय भण्डार खण्ड-3, कालागढ़ से सम्पर्क कर प्राप्त की जा सकती है। यह निविदा/बिड सूचना उ०प्र० सरकार की वेबसाइट (<http://etender.up.nic.in>), सूचना विभाग की वेबसाइट (<http://information.up.nic.in>) एवं सिंचाई विभाग की वेबसाइट (<http://idup.gov.in>) पर उपलब्ध है। निविदा डालने से पूर्व निविदादाता को साईट की विजिट अवश्य कर लेनी चाहिए। निविदा प्रपत्र ई-प्रोक्योरमेंट वेबसाइट <http://etender.up.nic.in> से डाउन लोड किये जा सकते हैं।
- 5- निविदादाता को उपरोक्तानुसार निविदा/बिड के विभिन्न चरणों की तिथियों, समयावधि व स्थल की पूर्ण जानकारी निविदा प्रक्रिया में स्वयं प्राप्त करनी होगी। निविदा सूचना/प्रपत्र या शर्तों या विशिष्टियोंमें कोई भी संशोधन/परिवर्तन केवल वेबसाइट <http://etender.up.nic.in> पर उपलब्ध होगा। अपेक्षी निविदादाता वेबसाइट को समय-समय पर चेक करते रहें।
- 6- निविदा के साथ सिंचाई विभाग की निर्धारित श्रेणी में पंजीकरण प्रमाण-पत्र (IDT-1)(IDT-2)(IDT-3) व अन्य प्रपत्र/अभिलेख की स्कैन्ड प्रति संलग्न किया जाना तथा उपरोक्त वेबसाइट पर आनलाईन अपलोड करना अनिवार्य होगा।
- 7- The following points must be kept in view while fixing the eligibility criteria: -
 - i) Questionnaire filled by bidder.
 - ii) Average annual financial turnover during the last 3 years, ending 31st March of the previous year, should be at least 30% of the estimated cost.
 - iii) Experience of having successfully completed similar work of Maintenance of Gates of Barrages during last 7 years ending last day of month previous to the one in which application are invited should of the following.
 - a) Three similar completed works costing not less than amount equal to 40% of the estimated cost.

or

 - b) Two similar completed works costing not less than amount equal to 50% the estimated cost.

or

 - c) One similar completed works costing not less than amount equal to 80% the estimated cost.
 - iv) Definition of "similar works" shall be the Maintenance & Repair work on mechanical Gates of Barrages.
In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant, equipment etc. may be incorporated according to the requirement of the Project.

- 8- निविदा मूल्य व धरोहर धनराशि **अधिशाली अभियन्ता, केन्द्रीय भण्डार खण्ड-3, कालागढ़** के पक्ष में आनलाईन ई-प्रोक्योरमेंट वेबसाइट <http://etender.up.nic.in> के माध्यम से जमा की जायेगी इसके अतिरिक्त एन0एस0सी0/एफ0डी0आर0 या अन्य किसी रूप में या नकद धनराशि के रूप में निविदा मूल्य व धरोहर धनराशि स्वीकार नहीं किया जायेगा।
- 9- निविदाओं के परीक्षण हेतु गठित समिति द्वारा प्री-क्वैलिफिकेशन टेक्निकल बिड का परीक्षण आफलाईन किया जायेगा। उक्त परीक्षण में सफल व स्वीकार्य निविदादाताओं की ही वित्तीय बिड खोली जायेगी।
- 10- "शासनादेशसं0-3070/78-2-2018-42आई0टी0/2017(22), दिनांक 03.01.2018 के अनुसार निविदादाताओं द्वारा निर्धारित प्रपत्र के अतिरिक्त मूल अभिलेखों की स्कैन कॉपी, निविदा शुल्क तथा धरोहर धनराशि (EMD) निविदा के समय अपलोड किया जायेगा तथा निविदा प्रक्रिया पूर्ण हो जाने अर्थात् निविदा की तकनीकी एवं वित्तीय बिड्स खोले जाने के उपरान्त निविदादाता द्वारा मूल अभिलेख व्यक्तिगत रूप से विभाग/कार्यालय को प्रस्तुत किये जायेंगे। निविदा की तकनीकी एवं वित्तीय बिड्स खोले जाने के उपरान्त निविदादाता द्वारा मूल अभिलेख प्रस्तुत नहीं किए जाने पर निविदादाता के विरुद्ध कानूनी कार्यवाही कर उसका पंजीयन निरस्त कर काली सूची में डालने की भी कार्यवाही कर दी जायेगी"।
- 11- समस्त नान जूडिशियल स्टैम्प पेपर पर अंकित विवरण वाले अभिलेख मूल रूप में व विभिन्न निर्धारित फार्म की प्रतियां कार्यालय में निविदा खोलने के पूर्व निर्धारित तिथि तक अवश्य उपलब्ध करा दिए जायेंगे।
- 12- प्रत्येक निविदादाता को रू. 100/-जूडिशियल स्टैम्प पेपर पर एक रूपये का रसीदी टिकट लगाकर अनुबन्ध लिखना होगा कि निविदा में दी गयी दरें 120 दिवस तक मान्य होगी। इससे पूर्व निविदा/ऑफर वापस लेने पर धरोहर धनराशि जब्त कर ली जायेगी। इसकी स्कैण्ड कॉपी आनलाईन निविदा के साथ जमा करनी है।
- 13- निविदा प्रपत्र में कार्य को पूर्ण करने की अवधि में नहर की बन्दी अवधि भी सम्मिलित है।
- 14- निविदाओं के तकनीकी मूल्यांकन का परिणाम आनलाईन अपलोड किया जाएगा एवं तकनीकी मूल्यांकन में स्वीकार्य निविदादाताओं की निविदाओं के ही वित्तीय भाग आनलाईन खोले जायेंगे।
- 15- Contractor/Firm has to upload and submit a certificate on Rs. 100 stamp paper stating that Environment and social safeguards are strictly followed on site. If certificate is not uploaded then tender will not be considered.

**अधिशाली अभियन्ता
केन्द्रीय भण्डार खण्ड-3, कालागढ़**

निविदा की सामान्य शर्तें

1. सामान्य शर्तें:-

- I. इस निविदा को पूर्णतया या आंशिक निरस्त करने का अधिकार बिना कारण बताये अधोहस्ताक्षरी के पास सुरक्षित रहेगा। और निविदादाता को इस पर कोई आपत्ति न होगी।
- II. निविदादाता से यह अपेक्षा की जाती है कि इस निविदा के साथ प्रकाशित सभी शर्तें (निविदा डालने से लेकर भुगतान तक) निविदादाता ने पढ़ ली हैं। निविदा डालने का अर्थ यह माना जायेगा कि निविदादाता को सभी शर्तें उसी रूप में स्वीकार हैं, जैसी निविदा में लिखी हैं।
- III. निविदा से सम्बंधित अन्य शर्तें किसी भी कार्य दिवस में अधोहस्ताक्षरी कार्यालय में कार्यालय पटल सहायक से आकर देखी जा सकती हैं।
- IV. कार्यस्थल की आवश्यकतानुसार कार्य की मात्रा कितनी भी घटाई, बढ़ाई जा सकती है/ जिसके लिए ठेकेदार का कोई क्लेम मान्य नहीं होगा। बढ़ाई मात्रा दिए गए दर पर पूर्ण कराने की जिम्मेदारी ठेकेदार की होगी।
- V. निविदादाता को उपरोक्तानुसार कार्यस्थल की पूर्ण जानकारी निविदा डालने से पूर्व स्वयं प्राप्त करनी होगी। निविदादाता द्वारा निविदा डालते समय प्रक्रिया की पूर्ण जानकारी ट्रेनिंग/का अभाव अथवा किसी अन्य कारण से शर्तों को पूर्ण न कर पाने/ बाधित हो जाने के कारण निविदा न पड़ने पर विभाग की कोई जिम्मेदारी नहीं होगी।
- VI. निविदादाता को अपना पूरा पता निविदा पत्र पर लिखना होगा उसी पते पर भेजा गया पत्र यदि डाकखाना वापस करता है तो उसका उत्तरदायित्व निविदादाता का होगा।
- VII. शासनादेश संख्या -27-18/1862सि03-3-टी 84/ दिनांक 14-12-16 के अनुसार एक निविदादाता एक कार्य की केवल एक ही निविदा क्रय कर सकेगा तथा डाल सकेगा।
- VIII. यदि निविदा किसी पार्टनरशिप फर्म की हो तो उस पर सभी साझेदारों के हस्ताक्षर होने चाहिए एक साझेदार द्वारा हस्ताक्षरित। **“पावर ऑफ अटॉर्नी”** निविदा तभी स्वीकार होगी जब उस साझेदार के नाम और **“पंजीकृत पार्टनरशिप डीड ”** संलग्न की गयी हो जिसकी प्रति किसी राजपत्रित अधिकारी द्वारा प्रमाणित कराकर इस निविदापत्र के साथ जमा करनी होगी।
- IX. यदि एकल प्रोपराइटर द्वारा अपना प्रतिनिधि अधिकृत किया जाता है तो प्रत्येक निविदा के लिए अलग-अलग **“पावर ऑफ अटॉर्नी”** संलग्न किया जायेगा।
- X. कार्य की दरें अंकों एवं शब्दों दोनों में अंकित करना आवश्यक होगा। दरें प्रतिशत में मान्य नहीं होगी। दरों में कटिंग ओवर राइटिंग होने पर अथवा डबल दर अंकित होने पर शब्दों में लिखी न्यूनतम दर ही मान्य होगी। दरों में मैटेरिअलबेस की, लेबर, एंड पी0 टी0, हार्डवेयर, ग्राउटिंग, तैय्यारी स्कैफोल्डिंगक, इंस्टालेशन, फिक्सचर, जिग, लैम्पिंग, कटिंग, वेल्डिंग, एलाइन्मेंट, का प्रबंध ठेकेदार को करना होगा, पाईलिंग आदि जो भी आवश्यकता हो न्यूनतम निविदित दर कुल योग के आधार पर लिया जायेगा।
- XI. निविदादाता का जी0एस0टी0 में पंजीकरण होना अनिवार्य है।
- XII. निविदादाता को छूट सम्बन्धी सक्षम अधिकारी द्वारा निर्गत जो निविदा कार्य के लिए धरोहर धनराशि से छूट चाहते हैं, अभिलेख/प्रमाणपत्र की सत्यापित प्रति जमा करनी होगी।
- XIII. निविदादाता को नियमानुसार देय जी.एस.टी., आयकर, रोयल्टी, स्टाम्प ड्यूटी तथा अन्य प्रचलित टैक्स आदि अदा करना होगा।
- XIV. निविदा के साथ सिंचाई विभाग की निर्धारित श्रेणी में पंजीकरण प्रमाण पत्र जिलाधिकारी द्वारा निर्गत चरित्र प्रमाण पत्र, (1-डी.टी.आई), हैसियत प्रमाण पत्र (2-डी.टी.आई) स्व घोषणा शपथ पत्रके समस्त अभिलेखों की सत्यापित (3-डी.टी.आई) प्रति कार्यालय में जमा करना अनिवार्य होगा। निविदा खोलने के उपरांत, जमा किये गए समस्त अभिलेखों की मूल प्रति सत्यापन हेतु कार्यालय में जमा करनी होगी।
- XV. स्व घोषणा शपथ पत्र (आई.डी.टी.-3) के निर्गत होने की तिथि निविदा प्रकाशन के बाद की होनी चाहिए।
- XVI. यह संज्ञान में आने पर कि किसी निविदादाता द्वारा किसी अन्य संभावित निविदादाता को इस निविदा प्रक्रिया में भाग लेने अथवा निविदा डालने से रोका गया है या धमकी दी गयी है तो ऐसे ठेकेदारों के साथ यदि अनुबंध हो भी गया है तो उसके साथ किया गया अनुबंध निरस्त किया जा सकता है। कोई भी निविदादाता जो राज्य सरकार द्वारा काली सूची में दर्ज हो, वह निविदा प्रक्रिया में भाग नहीं ले सकेगा।

- XVII. यदि कोई निविदादाता निर्धारित विधि एवं प्रक्रिया के विरुद्ध अनुबंध करने हेतु सक्षम अधिकारी पर दबाव/ असम्यक असर डालता है तो प्रश्नगत निविदादाता के न्यूनतम निविदा की स्थिति में भी उसकी निविदा निरस्त की जा सकती है।
- XVIII. शासनादेश संख्या 383/36-02-2010-श्रम अनुभाग-02 दिनांक 20.02.2010 द्वारा भवन एवं संनिर्माण कर्मकार नियोजन एवं सेवा शर्त विनियमन नियमावली 2009-के अंतर्गत ठेकेदार को श्रम विभाग में किये जाने वाले उक्त कार्य का पंजीकरण कराया जाना आवश्यक है।
- XIX. राज्य बार काउन्सिल में पंजीकृत कोई अधिवक्ता निविदा प्रक्रिया में भाग नहीं ले सकेगा।
- XX. अनुबंधकर्ता के वादविवाद सम्बन्धी प्रकरण- के लिए **अधिशाली अभियन्ता, केन्द्रीय भण्डार खण्ड-3, कालागढ़** का निर्णय अंतिम और दोनों पक्षों के लिए बाध्यकारी होगा।
- XXI. अन्य शर्तें एवं कार्यस्थल का विवरण निविदा पत्र में संलग्न हैं।
- XXII. सशर्त या अपूर्ण निविदा किसी भी दशा में मान्य नहीं होगी।
- XXIII. विशेष परिस्थिति में निविदा खोलने की तिथिसमय में यदि कोई परिवर्तन होता है तो इसकी सूचना नोटिस बोर्ड पर उपलब्ध / करा दी जाएगी।

2. अनुभव-:

- I. निविदादाता को निविदा में उल्लिखित कार्यों का अपना अनुभव प्रमाणित करना होगा। साथ ही कुशल श्रमिक, टी0 एंड पी0 तकनीकी ज्ञान की उपलब्धता प्रमाणित करनी होगी। अन्यथा की स्थिति में निविदा स्वीकार्य नहीं होगी।

3. अनुबंध गठन :-:

- I. धनावंटन एवं कार्य की आकस्मिकता के आधार पर ही अनुबंध के गठन का कार्य कराया जाएगा।
- II. अनुबंध गठित होने के पश्चात भी यह तथ्य संज्ञान में आता है कि किसी भी स्तर पर नियमों का उल्लंघन किया गया है तो ऐसे अनुबंध को सक्षम अधिकारी द्वारा सकारण आदेश प्रख्यापित कर निरस्त कर दिया जाएगा।
- III. निविदादाता द्वारा विभागीय लागत से कम लागत की निविदा डालने की दशा में शासनादेश संख्या-14/2024/692/23-07-2024, दिनांक 09-08-2024 के अनुसार (जिसमें शासनादेश संख्या 622/23-12-2012/आडिट/08 टीसी-2, दिनांक 08-06-2012 को अवक्रमित करते हुए) यह प्राविधान किया गया है कि यदि न्यूनतम निविदादाता की निविदित लागत स्वीकृत (BOQ) लागत से 10 प्रतिशत तक कम है तो उस पर कोई अतिरिक्त परफोर्मेंस सिक्वोरिटी नहीं ली जायेगी। यदि न्यूनतम निविदादाता की निविदित लागत, स्वीकृत (BOQ) लागत से 10 प्रतिशत से अधिक कम (below) है तो 10 प्रतिशत से ज्यादा कमी (below) के सापेक्ष 1 प्रतिशत प्रति प्रतिशत कम (below) दर पर अतिरिक्त परफोर्मेंस सिक्वोरिटी ली जायेगी जिसे ठेकेदार से अनुबंध गठन के समय जमा कराया जायेगा।
- IV. अनुबंध करने से पूर्व शासकीय अधिसूचना के अनुसार धनराशी पर नियमानुसार देय स्टाम्प शुल्क जमा कराना होगा।
- V. यदि निविदादाता स्वीकृति पत्र में लिखित अवधि के अन्दर निर्धारित धरोहर धनराशि अतिरिक्त, परफार्मेंस गारंटी एवं देय स्टाम्प के साथ अधोहस्ताक्षरी कार्यालय में अनुबंध गठन हेतु उपस्थित नहीं होता तो यह माना जाएगा कि निविदादाता कार्य करने का इच्छुक नहीं है और उसकी निविदा निरस्त कर दी जाएगी जिसके लिए ठेकेदार का कोई क्लेम मान्य नहीं होगा।

4. स्टोर्स / भंडार :-:

- I. प्रयोग किये जाने वाले मैटेरिअल एवं स्टॉक भारतीय मानक (IS) के अनुसार प्रबंध करने के उपरांत इंजीनियर / इंचार्ज से चेक कराने के उपरांत कार्य संपादन में प्रयोग किये जायेंगे। कार्य में प्रयुक्त सामग्री की गुणवत्ता सुनिश्चित करने के उद्देश्य से ठेकेदार से कार्य में प्रयुक्त हुए Raw material का Testing Certificate मांगा जा सकता है। जिसके लिए ठेकेदार को अलग से कोई धनराशि नहीं दी जाएगी। इंजीनियर / इंचार्ज भी अपने स्तर से किसी भी Raw material का sample संग्रहित कर Testing कराने हेतु स्वतन्त्र होंगे।
- II. अनुबंध के अनुसार कार्यस्थल पर सामान की शिफ्टिंग, लोडिंग, अनलोडिंग का कार्य ठेकेदार को स्वयं के खर्च पर कराना होगा।
- III. विभाग द्वारा निर्गत सामग्री का मूल्य ठेकेदार के बिल से वसूल किया जायेगा। कार्य के पश्चात विभाग से दिया हुआ स्टॉक या टी 0 एंड पी0 बच जाने पर विभाग को वापस करनी होगी। अन्यथा की स्थिति में ठेकेदार के बीजक से रिकवरी कर ली जाएगी। उपरोक्त निर्गत सामग्री की अधिक खपत होने पर या चोरी की दशा में ठेकेदार से सामग्री के विभागीय इशू रेट के दुगुने मूल्य की दर से बिल से वसूली की जाएगी।

5. ड्राइंग :-विशिष्टियां/

- I. ठेकेदार को सिंचाई विभाग की ड्राइंग, तकनीकी शर्तों, विशिष्टियों के अनुसार समय-समय पर इंजीनियर / इंचार्ज के निर्देशानुसार तथा भारतीय मानकों, इन्डियन इलेक्ट्रिसिटी रूल के अनुसार कार्य को पूर्ण करना होगा।

6. कार्य का संपादन :-

- I. सभी कार्य तात्कालिक प्रवृत्ति के हैं और निर्धारित अवधि में पूर्ण किये जाने अनिवार्य हैं। विलम्ब होने या राजकीय कार्य में बाधा उत्पन्न होने की दशा में पेनाल्ट/ बीजक से कटौती तथा पंजीकरण निरस्त करने की कार्यवाही की जा सकती है। कार्य की गुणवत्ता एवं वर्कमैनशिप उच्च स्तर की बनाये रखनी होगी।
- II. उक्त कार्य हेतु ठेकेदार को अनुभवी दक्ष एवं कार्यकुशल रिगर्स/वैल्डर/फिटर/मैकेनिक/ गैस कटर तथा हेल्पर लगाने होंगे जो कि बाँधों / बैराजों की विभिन्न उचाईयों पर झूले से लटककर कार्य करने की दक्षता एवं क्षमता रखते हों।
- III. ठेकेदार सभी श्रमिकों को उचित मजदूरी देगा।
- IV. कार्य के दौरान ठेकेदार को हुए किसी नुकसान, चोरी या कैजुएल्टी के लिए विभाग जिम्मेदार नहीं होगा। ठेकेदार सुनिश्चित करेंगे कि कार्यस्थल पर कार्य करने वाले सभी व्यक्ति /लेबर सुरक्षा उपकरणों का प्रयोग करें, ताकि किसी भी प्रकार की जान माल की क्षति से बचा जा सके।
- V. निविदा में उल्लिखित कार्य को सम्पादित कराने हेतु आवश्यक समस्त टी0 एण्ड पी0 जैसे ग्रीसगन वैल्डिंग मशीन-, ड्रिलिंग मशीन, ग्राइण्डर, गैस कटिंग सैट)गैस सहित(, बियरिंग पुलर, चैनपुली ब्लॉक, जनरेटिंग सैट व अन्य वांछित जिक्स एण्ड फिक्चर्स व टूल्स स्केफोल्डिंग, आवश्यक सन्ड्रीज आदि का प्रबंध ठेकेदार को साईट पर स्वयं के खर्च पर करना होगा।
- VI. इंजीनियर / इंचार्ज इस बात को सुनिश्चित करेंगे कि ठेकेदार के पास कार्य के संपादन से सम्बंधित आवश्यक इक्विपमेंट तथा रिसोर्सेस उपलब्ध हों। यदि इंजीनियर/इंचार्ज यह महसूस करते हैं कि ठेकेदार आवश्यक टेक्निकल एवं लेबर रिसोर्सेस से वंचित हैं, तो इंजीनियर/इंचार्ज आवश्यक कार्यवाही करने हेतु स्वतन्त्र होंगे। विवाद की स्थिति पर अधिशासी अभियंता, केन्द्रीय भण्डार खण्ड-3, कालागढ़ का निर्णय अंतिम होगा।
- VII. सम्पूर्ण कार्य सिस्टमैटिकल तथा रेगुलर तरीके से करना होगा। यह साफ- सुथरा देखने में अच्छा लगने योग्य तथा विभागीय एवं भारतीय मानकों के अनुसार होगा। कार्य की गुणवत्ता एवं वर्कमैनशिप उच्च स्तर की बनाये रखनी होगी।
- VIII. ठेकेदार को कार्य के सम्पादन के दौरान इस बात की सावधानी बरतनी पड़ेगी कि जो पहले के इन्सटालेशन कार्य जो "हो चुके हों", "जो होने का हों" या "हो रहे हों", उन पर कोई असर न पड़ने पाए। ठेकेदार अन्य ठेकेदारों के कार्य में बाधा नहीं पहुंचायेगा। किसी राजकीय क्षति की स्थिति में अनुबंध के भुगतान की राशि से कटौती कर ली जाएगी।
- IX. कार्य के पश्चात साईट को साफ सुथरी हालत में छोड़ना होगा।
- X. कार्य के संपादन के दौरान यदि सरकारी संपत्ति को कोई क्षति पहुंचती है तो उसकी रिकवरी ठेकेदार से कर ली जायेगी।
- XI. पावर फेलियर होने पर ठेकेदार को उसका वैकल्पिक प्रबंध करना होगा जिससे कार्य बाधित न हो।
- XII. ठेकेदार को श्रमिकों के स्थाई/अस्थाई शेड निर्माण आदि का प्रबंध स्वयं करना पड़ेगा, इसके लिए अलग से कोई भुगतान नहीं किया जाएगा।
- XIII. कार्य सम्पादन की अवधि में ठेकेदार को सभी प्रकार की सुरक्षा की व्यवस्था सुनिश्चित करनी होगी तथा टी एंड पी0 0 की सुरक्षा की जिम्मेदारी भी लेनी होगी।
- XIV. किसी भी प्रशासनिक कारणों से यदि ठेकेदार के श्रमिक बेकार बैठे रह जाते हैं तो उसके लिए ठेकेदार का कोई दावा मान्य नहीं होगा।
- XV. ठेकेदार को विभाग द्वारा निर्गत सामग्री की सुरक्षा एवं साईट पर ढुलाई (लोडिंग/अनलोडिंग) आदि स्वयं के खर्च पर करनी होगी। यदि सामग्री या अन्य कोई क्षति होती है, तो इसकी प्रतिपूर्ति कराने की जिम्मेदारी ठेकेदार की होगी।

7. कार्यों की चैकिंग -:टैस्टिंग/

- I. सम्पादित कार्यों की चैकिंग / टैस्टिंग ठेकेदार को अपनी उपस्थिति में सुचारू रूप से करानी होगी। उक्त प्रक्रिया के दौरान यदि कोई भी कमी पायी जाती है तो इस कमी को ठेकेदार को अपने स्वयं खर्च पर ठीक कराना होगा। कार्य संतोषजनक पाये जाने पर भुगतान किया जायेगा।

8. भुगतान -:

- I. अनुबंध गठन के पश्चात BOQ/PRICE SCHEDULE के अनुसार प्रत्येक कार्य प्रारंभ एवं प्रत्येक कार्य पूर्ण होने के बाद की GEO-TAG डिजिटल फोटोग्राफ, स्टिल एवं वीडियो रिकार्डिंग सी0डी0/डी0वी0डी0 में अधोहस्ताक्षरी के कार्यालय में उपलब्ध कराने की जिम्मेदारी सम्बंधित ठेकेदार की होगी। तत्पश्चात ही भुगतान की कार्यवाही प्रारंभ की जाएगी। डिजिटल फोटोग्राफी के लिए कोई अतिरिक्त धनराशि नहीं दी जाएगी। यह संज्ञान में आने पर कि ठेकेदार द्वारा गलत फोटोग्राफ एवं वीडियो रिकार्डिंग उपलब्ध कराये गए हैं ठेकेदार का ,पंजीकरण निरस्त करने/काली सूची में डालने की कार्यवाही की जाएगी।
- II. कार्य में विलम्ब होने की दशा में पेनाल्टी बीजक से कटौती तथा पंजीकरण निरस्त करने की कार्यवाही की जा सकती है।
- III. भुगतान में विलम्ब होने की दशा में ठेकेदार को किसी भी प्रकार का अतिरिक्त धनराशि (जैसे- कार्य समाप्ति एवं भुगतान दिवस के अन्तराल की समयावधि का ब्याज इत्यादि) देय नहीं होगी।
- IV. नियमानुसार आयकर, लेबर सेस तथा जी0एस0टी0 की कटौती ठेकेदार के बीजक से की जाएगी।
- V. गुणवत्ता परीक्षण हेतु टी.ए.सी., उच्चाधिकारियों के निरीक्षण में इंगित कमियों, कार्य की अनियमितता अथवा वित्तीय हानि की स्थिति में वसूली की धनराशि ठेकेदार से वसूल की जाएगी।
- VI. कार्य के मध्य रनिंग या अंतरिम भुगतान ठेकेदार के अधिकार क्षेत्र में नहीं रहेगा। सामान्य रूप से संतोषजनक रूप से कार्य पूर्ण करने ,डिजिटल फोटोग्राफी उपलब्ध कराने (स्टिल एवं वीडियो रिकार्डिंग) तथा वास्तविक मापी के आधार पर अंतिम मापी के पश्चात ही किसी भी प्रकार का भुगतान किया जायेगा।
- VII. नियमानुसार जी0एस0टी0 अलग से देय होगी।

अधिशायी अभियन्ता
केन्द्रीय भण्डार खण्ड-3, कालागढ़

**Executive Engineer
Central Store Division-3, kalagarh**

SPECIAL CONDITIONS OF TENDER/CONTRACT

- NOTE:** (i) These Special Conditions shall be read and construed along with the annexed General Conditions of contract Form-111, 112 but in case of any contradiction between these Special Conditions and the General Conditions of contract Form-111, 112, the Special Conditions here in under and technical conditions here in after shall prevail.
- (ii) If any addition, deletion or alteration in the conditions of Contract is made consequent to the direction given by Government authorities / Technical Audit Cell/ any other Govt. agency, and if on account of such changes any financial liability is accrued, the same shall be to the Contractor's account.
- (iii) In case, the information & documents as desired in different parts of the Tender Offer are not submitted, the relevant part may be treated as non-responsive and subsequent Part of the Offer shall not be opened.
- (iv) No deviations from the technical Specifications / Conditions laid down shall be accepted in the tender offer.

DEFINITIONS :

For the purpose of this contract special conditions, schedules, technical specifications and annexures there to including list of corrections and amendments, the following words will have the meaning herein assigned to them.

- A.01** The 'Governor' shall mean the administrative head of the State of Uttar Pradesh, nominated by the President of India from time to time.
- A.02** The 'Chief Engineer' shall mean the **Chief Engineer, Equipment and Material Management, Ganga sinchai Bhawan, Lucknow.**
- A.03** The 'Superintending Engineer' shall mean the **Superintending Engineer, Irrigation Workshop Circle-1, Kanpur.**
- A.04** The Executive Engineer shall mean the **Executive Engineer of Central Store Division-3, kalagarh.**
- A.05** Engineer-In-charge shall be **Executive Engineer, Central Store Division-3, kalagarh or his authorized representative.** He would act as Engineer for the purpose of this contract After the tender has been accepted by competent authority of the department on behalf of the Governor of Uttar Pradesh, all orders or instructions given by the Engineer-In-charge shall be deemed to have been issued on behalf of the Governor of Uttar Pradesh.
- A.06** The word contract shall mean the agreement in I.D. form No. 112 and all its component parts such as technical specifications, drawings etc. including the list of corrections and amendments, if any.
- A.07** The 'Contractor shall mean the tenderer, whether firm, registered company partnership or an Individual, whose tender has been accepted by the Govt. or by officer duly authorized on behalf of Government and shall include such heirs, the legal representatives, successors and assignees of the contractor.

- A.08** The work 'Specification' shall mean collective all the terms and stipulations contained in the conditions of contract, special conditions, if any technical specifications and annexure there to including the list of corrections / amendments.
- A.09** The word 'Drawing' shall mean collectively all the accompanying general drawing, if any, as well as detailed drawing which may be issued by the Engineer-In-charge from time to time .
- A.10** The word 'works' wherever used in this contract shall be held to comprises not only works of construction but also all accessories there to and all matters and things, pertaining to the work executed or to be carried out under the contract.
- A.11** APPROVED / APPROVAL: Means approval in writing.
- A.12** **TOOLS & PLANT:**
Means all equipment, Machines, appliances or things of what so ever nature required for the execution, completion or maintenance of works or temporary works.
- A.13** **GOVERNMENT:**
Means Government of Uttar Pradesh, Department of Irrigation, Employer or owner.
- A.14** **I. S. S.:**
Means Indian standard specifications.
- A.15** **DAY:**
Means a day from mid – night to mid-night.
- A.16** **MONTH:**
Means from the beginning of a given date of calendar month to the end of proceeding day of the next calendar month.
- A.17** **WEEK :**
Means Seven consecutive days.
- A.18** **RUPEES :**
Means Rupees of Indian Currency.
- A.19** **SITE :**
Means the land and other places on, under, in or through which the works are to be executed or carried out and any other land or places provided by the Department for the purpose of the contract together with such other places as may be specifically designated in the contract or subsequently approved as forming part of site.
- A.20** **TEMPORARY WORK:**
Means all temporary works of every kind required for the performance of the contract.
- A.21** **INTERPRETATIONS:**
Words importing the singular only also include the plural, he includes she and vice versa this is repugnant to the context.
Wherever the term “specification” is used apart from specified standard specifications, it shall mean the specification or plan prepared for a particular site as instruction to the contractor in executing that item of work.
- A.22** **LANGUAGE OF THE CONTRACT :**
All written material and correspondence in connection with the contract shall be in English or Hindi.
- A.23** **OFFICE :**
Office means office of **Executive Engineer, Central Store Division-3, kalagarh.**

1.0 **SCOPE:**

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

- (i) Special Conditions of Tender/ Contract.
- (ii) General Conditions of Contract, Form- 111, 112.
- (iii) Additional Conditions to General Conditions of Contract
- (iv) Constituents of Different Parts of Tender Offer
- (v) Bill of Quantities & Schedule of Prices
- (vi) Detailed Technical Specifications & Technical Conditions.
- (vii) IDT-1, IDT-2 and IDT-3

Letter of Acceptance of tender and subsequent amendments/Corrigendum issued from time to time under the provisions of the Contract by **Central Store Division-3, kalagarh**. Conditional Tender Offer shall not be considered in any case.

2.0 **EARNEST MONEY:**

The Bidder shall furnish a bid security (EMD) for the amount as mentioned. Bid security will be deposited online in the relevant account mentioned in the e-procurement website <http://etender.up.nic.in>. through e-payment modes available in the portal. All bidder please note that bidding process will not move onward if the bid security (EMD) is not paid through e-tender portal by internet banking. No other form of bid security will be accepted.

2.10 **FORFEITURE OF EARNEST MONEY: -**

Tenderer shall note carefully that in the event of the breach of any terms and conditions or subsequent commitment of assurance forming part of their tender, **Executive Enginner, Central Store Division-3, kalagarh** shall have unquestionable right to reject the tender and forfeiture of Earnest Money. In the event of tenderer's offer being accepted and failure for signing the agreement on or before the scheduled date as stipulated in the acceptance letter, earnest money deposited with the department shall be liable for forfeiture and no claim whatsoever shall be entertained in such case.

2.20 **RELEASE OF EARNEST MONEY :-**

Earnest will be released online in case of those tenderers, who fail to qualify the tender.

3.0 **VALIDITY OF CONTRACT:-**

The Contract shall be valid till the validity of the Security Deposit as stipulated.

4.0 **RESPONSIBILITY OF THE CONTRACTOR:-**

The contractor shall be entirely responsible for execution of the contract in accordance with the terms and conditions & requirement contained in Constituents Of Different Parts of Tender Offer, Special Conditions of Tender/ Contract, General Conditions of Contract Form-111,112, additional Conditions to General Conditions of Contract, Detailed Technical specifications & Technical Conditions, Bill of Quantities & Schedule of Prices, Letter of Acceptance of Tender and Agreement issued by **Executive Enginner, Central Store Division-3, kalagarh**

5.0 **DISTRIBUTION OF QUANTITY :-**

In case the lowest rates are quoted by more than one contractor then the purchaser reserves the right to distribute the quantities between different tenderers on the lowest tendered rates in the public interest.

6.0 **COMPLETION PERIOD:-**

The composit work shall be completed within **prescribed period** will be specified in the acceptance letter of bid and date of start shall be issued accordingly. This period of completion may be altered at the time of Agreement.

7.0 **DELAY IN WORK:-**

The contractor shall not be allowed to detain/delay the work abnormally and in the exigencies of Govt.

work suffering for want of the said work, **Executive Engineer, Central Store Division-3, kalagarh** issuing Agreement/Contract shall be at liberty to rescind/ cancel the order placed on the contractor and arrange the same work at prevailing market rate and the higher price, if any paid against such work shall be recoverable from the contractor from his dues pending with the Department / Security deposited by the contractor or both.

8.0 DESPATCHES:-

The material as per technical specification and ISS covered by this contract shall be delivered to the site of Cectral Store Division-3, Kalagarh by contractor, if any. The contractor shall submit the test certificate issued by the original manufacturer of material supplied.

9.0 LIQUIDATED DAMAGES:-

If the entire work or any part thereof is not completed by the due-date the liquidated damages as provided shall become payable at the rate of ½% per week of the contract value of undo work / delayed work subject to a maximum of 10% of contract value of such work.

10.0 REQUEST FOR TIME EXTENSION:-

The contractor shall apply for the extension of time when works are not expected to-be completed within the stipulated work schedule along with necessary documentary proof in support of their contention for extension of time, within the stipulated work schedule, to the **Executive Engineer, Central Store Division-3, kalagarh**, failing which the request for extension of time is liable to-be rejected and liquidated damages as per respective Clause shall become payable.

11.0 MANUFACTURING & PROVIDING OF CORRECT MATERIAL/ EQUIPMENT

The Contractor shall ensure that only those material, which are correct and according to standard Technical Specifications shall be supplied. In the event of discrepancies being found subsequent to the completion of the works, the Contractor shall be bound to replace/ rectify them by correct material free of cost.

12.0 SECURITY:-

In the event of a contract being placed on a contractor, he shall have to deposit performance Security amounting to 10% of value of the Contract within 7 days from the date of issuance of acceptance letter, failing which it will be presumed that the firm is not interested in entering into Agreement and the Acceptance Letter issued may stand withdrawn at risk and expenses of the firm and earnest money deposited shall be forfeited.

The aforesaid Security shall be deposited in the form NSC/FDR of State Bank of India or any Scheduled Bank at the time of agreement.

13.0 NOMINATION OF ENGINEERS:-

Executive Engineer, Central Store Division-3, kalagarh or his authorized representative would act as Engineer for the purpose of this contract

14.0 NOTICE TO CONTRACTOR:-

Any notice given to the contractor shall be posted under Registered Cover / Speed Post /Fax to their address. The Tenderer is therefore required to give their complete postal, telephonic & telegraphic address including fax no. Such posting other than fax message or email shall deemed good service of such notice and the time mentioned therein for doing any act after notice shall be reckoned from the date on which such notice should normally reach him i.e. One Week.

15.0 NON-PERFORMANCE:

In the event of non-performance of any kind during the pendency of the contract, this shall be treated as misconduct on the part of the firm and the firm may be Black-listed along with penal action as per conditions stipulated in tender / contract.

16.0 FORCE MAJEURE CLAUSE :

If at any time during the pendency of this contract , the performance in whole or in part without the consent of bid inviting authority or any obligation under this contract is prevented or delayed by the reasons of any war, sabotage, fires, floods, strikes, lock-out, explosion, epidemics, quarantine restriction or other

act of God, King, Government or ruler (hereinafter referred as eventuality), if the notice of happening of such eventuality is given by the contractor to the authority within 15 days from the date of occurrence of such eventuality thereof, the **Executive Engineer, Central Store Division-3, kalagarh** shall neither terminate contract nor claim any damages in respect of such non-performance or delay for the reasons as mentioned herein before, but the supply shall be resumed as soon as possible after such eventualities have come to an end or ceased to exist. However, the decision of **Executive Engineer, Central Store Division-3, kalagarh** shall be final in such case.

17.0 FAIR TRADE PRACTICES:

Fair trade practices are to be adopted by the bidders/ contractors / suppliers, failing which the Authority reserves right to the right to cancel/ rescind the tender / contract/ agreement / supply order. Liabilities, if any, due to unfair trade practices shall be to bidder's / contractor's / supplier's account and shall be realized from them.

18.0 ENVIRONMENTAL CONSIDERATIONS AND SOCIAL RESPONSIBILITY OF BIDDER:

Bidders/contractors have the obligation to comply with the rules, regulation and other laws concerning child labour, sexual exploitation and the fundamental rights of workers, health and safety, working conditions, freedom of association, environment, non-discrimination, human rights, and anti-corruption measures as per law of land.

19.0 DEBARMENT FROM BIDDING:

A bidder shall be debarred if he has been convicted of an offence –

- (a) Under the Prevention of Corruption Act, 1988 (Central Act No.49 of 1988) (PC Act); or
- (b) under the Indian Penal Code, 1860 (Central Act No.45 of 1860) (IPC) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

20.0 FINANCIAL EVALUATION AND COMPARISON OF BIDS

- 20.1 Financial bids of only those Bidders shall be considered for evaluation whose technical bids have been accepted by the purchaser.
- 20.2 The bidders, not quoting the prices in the manner as prescribed in the price schedule / BOQ shall be rejected. If there is a discrepancy between basic price and landed price of the item that is obtained by adding Basic Price, GST (IGST/CGST/SGST) etc., then the basic price shall prevail and the landed prices shall be evaluated accordingly at the prevailing rate of GST.
- 20.3 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices.
- 20.4 No weightage shall be given to the bidder specifying different technical specifications other than specified in the tender.
- 20.5 Financial Evaluation of bids shall be done on the basis of lowest Grand Total landed bid price for tendered item including GST (IGST/CGST/SGST) as stipulated in Schedule of Prices & Quantities/ BOQ.

Note:- Bidders may please note that if any of the preceding part of the tender is not found responsive, the next part of the tender shall not be opened & no claim what so ever shall be entertained.

21.0 CONTACTING THE BIDDING AUTHORITY

- 21.1 Bidder shall not contact the Bidding Authority in person on any matter regarding their bid, from the time of the bid opening to the time of award of contract. If the bidder wishes to bring additional information to the notice of the office, they can do so in writing.
- 21.2 Any effort by a Bidder to influence the decisions on bid evaluation, award of contract, may result in rejection of the bid.

22.0 AWARD OF CONTRACT

- 22.1 The lowest responsive bid, meeting all the criteria specified in clauses of tender document.

- 22.2 Total of all items of BOQ i.e., Grand Total of “Schedule A”/BOQ, will be added for evaluation of lowest bid price.
- 22.3 The decision in awarding the contract by this office shall be final

23.0 NOTIFICATION OF AWARD

- 23.1 The purchaser shall notify the successful bidder in writing by letter/e-mail/fax, regarding acceptance of the bid.
- 23.2 The notification of award shall constitute the formation of the Contract.
- 23.3 Bid security of successful Bidder, deposited shall be discharged after receiving performance security.

24.0 SIGNING OF CONTRACT

- 24.1 The Bidding Authority shall send the letter of acceptance to the successful bidder.
- 24.2 The successful bidder shall sign the detailed contract within the period mentioned therein.
- 24.3 If bidder fails to sign the contract within the stipulated time, purchaser may rescind / cancel the letter of acceptance and action may be initiated to forfeit the earnest money and debar / ban/suspend/black list the firm, as the case may be, for any departmental tender for a period of time.

25.0 BREACH OF CODE OF INTEGRITY:

In case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, following appropriate measures can be taken-

- (1) Exclusion of the bidder from the bidding process;
- (2) Calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- (3) Forfeiture or encashment of any other security or bond relating to the work;
- (4) Recovery of payments made by the procuring entity along with interest thereon;
- (5) Cancellation of the relevant contract and recovery of compensation for loss incurred by the bidding authority;
- (6) Debarment of the bidder from participation in future bidding process.

26.0 ETHICAL BEHAVIOUR OF THE BIDDERS

The bidders should refrain from extreme case of unethical behavior & should not engage in corrupt practices, such as:

- (1) 'Corrupt Practice' i.e. offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the action of another party;
- (2) 'Coercive Practice' i.e. impairing or harming, or threatening to impair or harm, directly or indirectly, any party or property of the party to influence improperly the actions of a party;
- (3) 'Fraudulent Practice' i.e. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (4) 'Collusive Practice' i.e. an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party result in bids at artificial prices that are not competitive.

27.0 WORK:

- a. The contractor/bidder shall be fully responsible for erection of complete set of work, it is included in scope of supply, as per manufacturer's instruction/service manual, relevant codes & standard practices. The contractor/bidder shall also be fully responsible for complying with all the relevant government rules, regulations & safety precautions during process of erection.

- b. The job execution shall include cost of all materials, skilled and unskilled labour/technician, watch & ward, storage and Tools & Plants, test equipment as specified and otherwise required for the work and consumables for erection, testing and fabrication including material handling.
- c. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards execution of work shall not relieve the contractor of the responsibility of providing such services /facilities to complete the work or portion of work awarded to him.
- d. All charges on account of Octroi, Toll Tax or GST and other duties on materials obtained for the erection and fabrication from any source shall be borne by the contractor.

28.0. RESPONSIBILITY OF THE BIDDER/CONTRACTOR

- (a) Against the contract, the personnel engaged by the contractor and deployed by him at work will be in no way be deemed as working under employment of Irrigation and Water Resources Department of Uttar Pradesh (I&WRD UP) and there shall not exist any employer-employee relationship between I&WRD UP and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with Irrigation and Water Resources Department of Uttar Pradesh (I&WRD UP) either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force and applicable. The contractor shall obtain an appropriate/adequate Policy so as to meet any obligation in any eventuality.
- (b) The Contractor will be responsible for providing benefits like ESI, EPF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State of Uttar Pradesh and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and I&WRD UP will have no responsibility, whatsoever.
- (c) The employee of the contractor will ensure strict discipline & behaviour and diligent performance of their duties most befitting to the decor of the most modern mechanized set up and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to I&WRD UP staff or its business or working and will be liable for immediately replacing/relocating the individual employee, if the services rendered by him are not found to be satisfactory.
- (d) Irrigation and Water Resources Department of Uttar Pradesh (I&WRD UP) will not be responsible for any injury/death caused to the employees provided by the contractor at site or any other person. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923. No compensation, whatsoever shall be paid by I&WRD UP in this regard.
- (e) The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act 1936 (Amended), Minimum Wages Act 1948 (Amended), Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF, Gratuity, Employer's Liability Act 1938 (Amended), Maternity Benefit Act. 1961 (Amended), Workmen Compensation Act, Bonus Act, The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. Rules and Regulations for labour, as may be, enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The acts and laws mentioned before are indicative only, otherwise the contractor should be aware of

all the Acts/Labour Laws and should follow diligently on the work. The contractor shall be fully and personally responsible for the violation of any Act/Labour Law.

The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated above. Irrigation and Water Resources Department of Uttar Pradesh (I&WRD UP) either in respect of wages/salary or such other statutory benefits or compensation etc. shall not hold any responsibility for payment, else or otherwise directed by court or Government authorities. The contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulations & Acts.

- (f) The Contractor shall at his own expenses comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works.
- (g) The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in- Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith.

29.0 INSPECTION OF SITE:-

The bidders are also advised to visit the site to counter verify the Details/Data/Specifications stipulated herein the tender so that correct Equipment and quantity of Material as per prevailing site conditions is ensured. Bidder shall inspect, examine and obtain all information & satisfy himself regarding all matters such as facilities needed for the execution of the work, the location and suitability of all construction materials, storage facility, the quantities of the various sections of the work and the local conditions relating to the execution of the work to be carried out under the order or any hindrances or interferences with the execution of the work from any cause whatsoever, including any other operation of work which may or will be carried out on or adjacent to the site of the work under the order and will not raise any claim or objection against Irrigation & Water Resources Department U.P., in any such matter, as mentioned above.

30.0 DISPUTE:-

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

**Executive Engineer
Central Store Division-3, kalagarh**

तकनीकी विशिष्टियाँ एवं शर्तें

- 1- All material and components along with procedures supplied/ used by the contractor at site shall be new and free from defect, tested quality and shall confirm to the requirements of the latest relevant INDIAN STANDARDS (IS CODE). In the absence of the INDIAN STANDARDS (IS CODE) for any material/ procedures, other specifications, mutually agreed between the contractor and Engineer-in-charge may be used for important components; OEM/Manufacturers' test certificates shall be furnished by contractor along with bill.
- 2- स्टील वायर रोप एवम लेटरल गियर बाक्स के गियर की सफाई एवं एच0एस0डी0 स्प्रे वाशिंग कर पूर्णतया सफाई के उपरान्त नया कार्डियम कम्पाउण्ड सर्वो कोट-120(गर्म करके/पिघलाकर) ब्रश द्वारा स्टील वायर रोप पर मेटिंग की भाँति लेपन किया जायेगा। किसी भी दशा में कार्डियम को डीजल से पतला कर उपयोग नहीं किया जायेगा।
- 3- ड्राईव यूनिट बाक्स एवं हैवी हायस्ट यूनिट वाक्स को खोलकर विभिन्न अवयवों की पूर्ण सफाई के उपरान्त सर्वो ग्रीस एम0पी0 के द्वारा ग्रीसिंग का कार्य किया जायेगा।
- 4- गेटो के लिफ्टिंग मैकेनिज्म के विभिन्न अवयवों जैसे बैकगाइड, स्टान्शिचयन, एंगिल होइस्ट/विंच मशीन एवं हैण्ड ड्राईव गियर्स, रोपड्रम-शाफ्ट, प्लम्मर ब्लाक एवं अन्य सहायक उपकरण की पूर्ण सफाई करके ग्रीसिंग करना होगा।
- 5- गेटों के लिफ्टिंग मैकेनिज्म में स्थापित रेडिकान यूनिट की सफाई कर गियर आयल बदलना व डालना होगा। उक्त रेडिकान में किसी प्रकार का लीकेज होने पर पैकिंग एवं सील तथा आवश्यक अन्य सन्द्रीज का प्रबंध भी ठेकेदार को स्वयं करना होगा।
- 6- गेटों के रोलरों में रोलर की सामान्य मरम्मत हेतु ठेकेदार को आवश्यक टी0 एण्ड पी के साथ-साथ मरम्मत में उपयोग होने वाली दोषग्रस्त /अनुपलब्ध ग्रीस निपुल्स,रबर ओ रिंग, रबर सील, स्टील स्टड कटिंग,कटिंग-गैस तथा कटे हुए स्टील वियरिंग साफ्ट पर बैल्लिंग फिनिशिंग कार्य एवं साफ्ट को सीधा कराने का कार्य एवं बुश/वियरिंग की मरम्मत एवं बदलवाने आदि का कार्य स्वयं के खर्च परकराने होंगे।
- 7- जल यांत्रिक संयंत्रों के टूटे/ दोषग्रस्त/अनुपलब्ध नट्स-बोल्ट, काउन्टर शंक बोल्ट को साइट पर आई0 एस0 कोड नं0 1364 के अनुसार स्वयं के खर्च पर प्रबन्ध करके बदलना होगा एवं नट-बोल्ट चैक करके उन्हें आवश्यकतानुसार कसना (टाइट) भी होगा।
- 8- ठेकेदार द्वारा रबरसील की फिटिंग का कार्य Relevant INDIAN STANDARDS (IS CODE) के अनुसार सुनिश्चित किया जायेगा।
- 9- गेटों के दोषपूर्ण एलाइनमेन्ट को ठीक करने हेतु आवश्यक टी0 एण्ड पी0 एवं आवश्यक कपलिंग बोल्ट,यू क्लैम्प, ब्लाक प्लेट इत्यादि का प्रबंध ठेकेदार को स्वयं करना होगा।
- 10- ठेकेदार को वेल्डिंग के कार्य Relevant INDIAN STANDARDS (IS CODE) के अनुसार आई0 एस0 मार्क क्वालिटी के बैल्लिंग रॉड प्रबंध करके सम्पादित करना होगा।
- 11- उपरोक्त सभी कार्यों हेतु साइट पर टूटे हुये/अनुपयुक्त ग्रीस कप/निपुल्स को साइट पर लगे सैम्पल के अनुरूप एवं निर्धारित मानक के अनुसार प्रबंध करके फिट करना होगा | इसके अतिरिक्त आवश्यक सन्द्रीज जैसे-डीजल, कैरोसिन, कॉटन वेस्ट,मनीला रोप,रेगमाल आदि का प्रबंध भी ठेकेदार को स्वयं करना होगा।
- 12- पेंटिंग कार्य,उच्च गुणवत्ता पूर्वक, निर्धारित डी0एफ0टी0 सुनिश्चित करते हुए Relevant INDIAN STANDARDS (IS CODE) के अनुसार करना होगा। पेंट उच्च गुणवत्ता के जैसे:- बर्जर, एशियन पेंट का ही प्रयोग ठेकेदार द्वारा किया जायेगा।

अधिशासी अभियंता
केन्द्रीय भण्डार खण्ड-3, कालागढ़

चरित्र प्रमाण-पत्र

1. आवेदक का नाम श्री/श्रीमती.....

2. पिता/पति का नाम श्री.....

3. आयु.....

4. शैक्षिक योग्यता.....

5. व्यवसाय.....

6. पता- (अ) स्थाई पता दूरभाष सहित.....

(ब) अस्थाई पता दूरभाष सहित.....

7. अपराधिक मुकदमों का विवरण.....

(व्यक्ति के विरूद्ध जनपद में दर्ज मुकदमों, अपराधिक गतिविधियों और आसामाजिक कार्यों का विवरण दिया जाय। यदि किसी न्यायालय में अपराधिक मुकदमा चल रहा है तो उसका विवरण भी दिया जाय। यदि सिंचाई विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड किया गया हो तो उसका विवरण भी दिया जाय। माफिया/गैंगेस्टर गतिविधियों एवं संगठित अपराधों में लिप्त व्यक्तियों के बारे में विशेष रूप से जांच करने के बाद ही प्रमाण-पत्र निर्गत किया जाय और इसका उल्लेख इस कालम में अवश्य किया जाय।)

8. सामान्य ख्याति.....

9. **प्रमाण-पत्र:-**

मेरे द्वारा श्रीके कार्य और आचरण तथा चरित्र के सम्बन्ध में पूरी तथ्यात्मक जानकारी कर ली गई है। इनके विरूद्ध अपराधिक मुकदमों की सूचना भी पुलिस से प्राप्त की गई है। सभी तथ्यों की जानकारी के पश्चात मैं प्रमाणित करता हूँ कि श्रीका कार्य और आचरण तथा चरित्र उत्तम है और इनके सिंचाई विभाग में अथवा राज्य सरकार के किसी विभाग में ठेकेदार का कार्य करने पर सामान्यतः आपत्ति प्रतीत नहीं होती है।
दिनांक

हस्ताक्षर
जिला मजिस्ट्रेट/कलेक्टर
(मुहर सहित)

नोट:

1. जिला मजिस्ट्रेट/ कलेक्टर द्वारा यह प्रमाण-पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण-पत्र निर्गत नहीं किया जायेगा।
2. प्रमाण-पत्र देने के पूर्व वह आवश्यकतानुसार वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक/तहसीलदार/एस0डी0एम0/ अपर जिलाधिकारी अथवा किसी अन्य अधिकारी से जांच कराकर रिपोर्ट प्राप्त कर सकते हैं।
3. सम्बन्धित व्यक्ति से स्व घोषणा -शपथपत्र भी ले सकते हैं।
4. यह प्रमाण-पत्र सामान्यतः दो वर्ष के लिए मान्य होगा। यदि इससे पूर्व कोई अपराधिक घटना होती है अथवा प्रार्थी के विरुद्ध कोई अपराधिक मुकदमा आदि दर्ज होता है या वह किसी संगठित अपराध में या माफिया गति विधियों में या असामाजिक गति विधियों में पकड़ा जाता है तो पुलिस विभाग का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/ कलेक्टर तथा संबन्धित विभाग के अधिकारियों को देगा और प्रमाण-पत्र तत्काल निरस्त किया जायेगा।
5. इन प्रमाण-पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में तथा वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में एक अलग रजिस्टर में विधिवत अंकित की जायेगी और निर्गत प्रमाण-पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवश्य रखी जायेगी।
6. इस प्रमाण-पत्र के निर्गत करने अथवा निरस्त करने के सम्बन्ध में अंतिम निर्णय सम्बन्धित जिला मजिस्ट्रेट / कलेक्टर का होगा।
7. निर्गत प्रमाण-पत्र की एक कार्यालय प्रति वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में अवश्य रखी जायेगी और एक अलग रजिस्टर में प्रविष्टि अंकित की जायेगी जिससे रिकार्ड रहे।
8. सम्बन्धित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, चरित्र प्रमाण-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

कार्यालय जिला मजिस्ट्रेट.....
हैसियत प्रमाण-पत्र

- 1- प्रार्थी का नाम(व्यक्ति/फर्म/संस्था का नाम)-----
- 2- पिता/पति का नाम श्री -----
- 3- निवास स्थान
(अ) पूरा स्थाई पता दूरभाष सहित -----

(ब) अस्थाई पता दूरभाष सहित -----
- 4- व्यवसाय -----



- 5- सम्पत्ति का विवरण:- जिला मजिस्ट्रेट/कलेक्टर के द्वारा चल/अचल सम्पत्ति/ हैसियत के सम्बन्ध में पूरा विवरण निम्न प्रकार से दिया जाए।

(प) **अचल सम्पत्ति**- जमीन/भूखण्ड/मकान/व्यवसायिक प्रतिष्ठान उद्योग धन्धे आदि का पूरा विवरण। यह सम्पत्ति ठेकेदार के नाम है अथवा किसी अन्य व्यक्ति के नाम से है, इसका स्पष्ट उल्लेख किया जाए। इस सम्बन्ध में सक्षम अधिकारी द्वारा निर्गत प्रमाण-पत्र संलग्न किया जाय। सम्पत्ति का मूल्यांकन/बाजार मूल्य तथा सम्पत्ति बैंक अथवा किसी वित्तीय संस्था में मार्गेज हो तो उसका विवरण भी दिया जाय।

(फ) **चल सम्पत्ति**- मोटर वाहन/निर्माण कार्यो में प्रयुक्त मशीनों तथा अन्य चल सम्पत्ति का पूरा विवरण दिया जाय। यह सम्पत्ति ठेकेदार के नाम है अथवा किसी अन्य व्यक्ति के नाम से है, इसका स्पष्ट उल्लेख किया जाय। इस सम्बन्ध में सक्षम अधिकारी द्वारा निर्गत प्रमाण-पत्र संलग्न किया जाय। सम्पत्ति बैंक अथवा किसी वित्तीय संस्था में मार्गेज हो तो उसका विवरण भी दिया जाय।

- 6- बैंक अथवा वित्तीय संस्था में कोई धनराशि हो तो इसके लिए बैंक का नाम/खाता संख्या एवं उसमें रखी धनराशि का विवरण दिया जाय। इसके लिए बैंक अथवा वित्तीय संस्था द्वारा निर्गत प्रमाण-पत्र संलग्न किया जाय।

- 7- हैसियत प्रमाण-पत्र के लिए हैसियत के रूप में यदि बैंक में जमा धनराशि दर्शायी जाती है तो वह धनराशि कम से कम तीन माह पहले से बैंक में जमा होनी चाहिए और कार्य पूरा होने तक बैंक में अवश्य जमा रहनी चाहिए।

- 8- प्रार्थी का पैन नम्बर है।

मेरे द्वारा श्री (यहाँ व्यक्ति/फर्म/संस्था आदि का नाम लिखा जाए)..... की चल और अचल सम्पत्ति के बारे में तथ्यों की जानकारी कर ली गयी है और उसका विवरण उपरोक्तानुसार दिया गया है।

मैं प्रमाणित करता हूँ कि मेरी जानकारी में उपरोक्त सभी तथ्य सही है और तथ्यात्मक रिपोर्ट के आधार पर यह प्रमाण-पत्र निर्गत किया जा रहा है।

दिनांक-.....

हस्ताक्षर

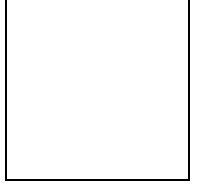
जिला मजिस्ट्रेट/कलेक्टर
(मुहर सहित)

नोट:

1. जिला मजिस्ट्रेट/ कलेक्टर द्वारा यह प्रमाण-पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण-पत्र निर्गत नहीं किया जायेगा।
2. प्रमाण-पत्र देने के पूर्व वह आवश्यकतानुसार वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक/ तहसीलदार/एस0डी0एम0/ अपर जिलाधिकारी अथवा किसी अन्य अधिकारी से जांच कराकर रिपोर्ट प्राप्त कर सकते हैं।
3. सम्बन्धित व्यक्ति से स्व घोषणा -शपथपत्र भी ले सकते हैं।
4. यह प्रमाण-पत्र सामान्यतः दो वर्ष के लिए मान्य होगा। यदि इससे पूर्व कोई महत्वपूर्ण विक्रय आदि होता है या कमी आती है तो सम्बन्धित व्यक्ति का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/ कलेक्टर तथा संबन्धित विभाग के अधिकारियों को देगा और प्रमाण-पत्र में संशोधन जारी किया जायेगा।
5. इन प्रमाण-पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में एक अलग रजिस्टर में विधिवत अंकित की जायेगी और निर्गत प्रमाण-पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवश्य रखी जायेगी।
6. इस प्रमाण-पत्र के निर्गत करने अथवा निरस्त करने के सम्बन्ध में अंतिम निर्णय सम्बन्धित जिला मजिस्ट्रेट / कलेक्टर का होगा।
7. सम्बन्धित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, चरित्र प्रमाण-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

स्वघोषणा शपथ-पत्र

(निविदा प्रपत्र के साथ शपथ पत्र मूल रूप में संलग्न किये जाने हेतु)



मैं.....पुत्र श्री.....निवासी
(स्थायी पता)..... (अस्थायी पता)

घोषणा करता हूँ।

1. मैं सिंचाई विभाग का ए/बी/सी/डी श्रेणी का पंजीकृत ठेकेदार हूँ /नहीं हूँ। (विभाग द्वारा निर्गत श्रेणी संबंधी प्रमाण-पत्र संलग्न किया जाय) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से सिंचाई विभाग के कार्यों को पूरा करने के लिये सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी है तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. सिंचाई विभाग द्वारा जो (कार्य का विवरण लिखा जाय).....कराने की निविदा निर्गत की गयी है उसके लिये मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण-पत्र चरित्र प्रमाण पत्र/हैसियत प्रमाण-पत्र/आयकर प्रमाण पत्र/व्यापार प्रमाण-पत्र/ कर प्रमाण -पत्र/बीड सेक्योरिटी प्रमाण -पत्र/बीड कैपिसिटी प्रमाण पत्र/जमानत धनराशि आदि का प्रमाण पत्र तथा अन्य सुसंगत अभिलेख आदि मूल रूप में निविदा पत्र के साथ संलग्न कर दिये गये है।
4. मेरा पैन नं0.....है तथा आयाकर विभाग द्वारा प्रदत्त नवीनतम आयकर प्रमाण पत्र संलग्न है।
5. मेरे विरूद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहां पूरा विवरण दिया जाय।
 1. मुकदमा नं0.....
 2. धारार्ये.....
 3. थाना.....
 4. जनपद.....
 5. न्यायालय (जहाँ मुकदमा चल रहा है।).....
6. मैं सिंचाई विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैग्रेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल चलन, कार्य तथा आचरण उत्तम है।
7. मेरे विरूद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
8. यदि ठेका प्राप्त करने के पश्चात मेरे विरूद्ध माफिया गतिविधियों में लिप्त होने के वारे में कोई शिकायत प्रमाणित पायी जाती है तो सक्षम अधिकारियों को यह अधिकार होगा कि वह मेरा ठेका/अनुबंध निरस्त कर दें। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरूद्ध कोई अपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता है तो सक्षम अधिकारी को यह अधिकार होगा कि मेरे विरूद्ध अपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कराये जाये।
9. मैं अनुबंध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।
10. मेरा कार्य एवं आचरण उत्तम है।
11. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थाई पता और अस्थायी पता निम्न प्रकार है:-

(अ) स्थायी पता (दूरभाष सहित).....

(ब) अस्थायी पता (दूरभाष सहित).....

(यहाँ पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाय।)

12. मैं शपथपूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसे पते में परिवर्तन होता है। तो इसकी सूचना मैं तत्काल अधिशासी अभियन्ता, सिंचाई विभाग और जिला मजिस्ट्रेट /कलेक्टर को दूंगा ।
13. मैं यह भी घोषणा करता हूँ कि विभाग के जिस कार्य के लिये मेरे द्वारा ठेका लिया गया जा रहा है। उसके सापेक्ष्य चल अचल सम्पत्ति का हैसियत प्रमाण-पत्र जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम लिखा जाय)..... द्वारा प्राप्त करके मूल रूप से संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि इस हैसियत प्रमाण-पत्र का उपयोग अन्य कार्यों के लिये नहीं किया जायेगा।
14. सिंचाई विभाग के किसी अवर अभियन्ता/सहायक अभियन्ता /अधिशासी अभियन्ता/अधीक्षण अभियन्ता या अन्य कोई स्टाफ का कोई नजदीकी रिस्तेदार मेरे/हमारे यहां सेवारत नहीं है।
15. मैं या मेरी फर्म/कम्पनी जिसमें मैं स्वयं निदेशक/पार्टनर /मालिकाना हक है। मेने कही भी कार्य किया है कभी भी मेरे नाम से जुडी कम्पनी जिसमें मैं निदेशक/पार्टनर/ रहा हूँ ब्लैंक लिस्टेड या दीवालिया घोषित नहीं किया गया हूँ ।
16. मेरे द्वारा पैन नं०..... है तथा आयकर विभाग से नवीनतम कर निर्धारण वर्ष का आयकर प्रमाण-पत्र (फार्म-16) की सत्यापित संलग्न है।
मैं अपनी पूर्ण जानकारी में पूरे होशो हवाश में स्वस्थचित्त से पूरी सत्य निष्ठा से तथा स्वेच्छा से यह शपथ पत्र लिख कर दे रहा हूँ । ईश्वर मेरी मदद करें।

संलग्नक-नवीनतम आयकर निर्धारण वर्ष का फार्म-16

दिनांक-.....

शपथी का पूरा हस्ताक्षर

पूरा नाम-

पता-

नोट-1. यह स्वघोषणा सपथ पत्र रू० 100.0/ (रू० एक सौ) के स्टाम्प पेपर पर नोटरी द्वारा साक्ष्यो की उपस्थिति में सत्यापित कराते हुये दिया जायेगा।

2. असत्य शपथ पत्र देना एक संगीन और संज्ञेय अपराध है।

3. सम्बन्धित व्यक्ति द्वारा पासपोर्ट साईज का अपना फांटोग्राफ, जो राजपत्र अधिकारी द्वारा प्रमाणित हो , शपथ पत्र के उपर निर्धारित स्थान पर चस्या किया जायेगा।

CREDENTIALS OF TENDERERS (To be filled by the Tenderers)

E Tender Notice No. 23/EE/CSD-3K/2026-27 (LOT-1)

- 1 Name of tenderers
2. Permanent Address
3. Present Postal Address

4. In case tenderer is firm photostate attested copy of partnership deed and certificate of registration of firm is to be enclosed.

5 **CERTIFICATE**

- (a) I/We are not debarred from tendering for contract of Centract of Central/State Govt. Department.
- (b) I/We hereby certify that the information given above is correct. If at any stage, it is found to be incorrect, I/We understand that the contract will be liable to be terminated and action could be taken against me/us by the department.

Signature of Tenderer

CERTIFICATE

(a) Certified that no relation of the undersigned are work in the Irrigation Department U.P.

(b) Certified that the following relations of the undersigned are working in the Irrigation Department, U.P.

I.No	Name	Designation	Name of Office	Relation

Signature of Tendere

Annexure “VC”

Form of Agreement for Validity Commitment

E Tender Notice No. 23/EE/CSD-3K/2026-27 (LOT-1)

Name of Work:-.....

Name of Tenderer

.....

In Consideration of the Government of Uttar Pradesh having treated the Tenderer to be an eligible person whose tender may be considered, the Tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within **120 days** from the date of opening of tender, also to the condition that if thereafter, the Tenderer does withdraw his proposal within the said period, Earnest Money deposited by him may be forfeited.

Signed this.....day of2026

Signed By

Signed By

(Witnesses)

(Tenderer)

1..... Name.....

.....

2.....

Note: The above Agreement is to be submitted on Rs.100.00 Non Judicial Stamp Paper affixing Rs.1.00 Revenue Stamp thereon.

SPECIMEN SIGNATURE

E Tender Notice No. 23/EE/CSD-3K/2026-27 (LOT-1)

Specimen signature of Sri _____ Contractor or Proprietor of

M/s _____ is attested below:

Sl.No. Signature of contractor or proprietor

Attested by Gazetted Officer/Notary

1.

2.

3.

नोट:- इस प्रपत्र पर तीन बार हस्ताक्षर न करने अथवा हस्ताक्षर के प्रमाणित न होने पर निविदा तकनीकी रूप से स्वीकारणीय नहीं होगी।

CONTRACTOR WARRANTY

The Executive Engineer, Central Store Division-3, Kalagarh having invited tender for the execution of the various work required for the

Ms./Sri.....

.....
hereafter referred as "the contractor" being desirous of tendering for work for which the above-Mentioned tendering has been invited and having carefully studied all the bid/contract document/ Specification etc. as accompanying the tender papers and conditions of contract do hereby by warranty that:-

- 1 The contractor is familiar with all the requirement of the contract.
- 2 The contractor has investigated and satisfied himself regarding the character of the work and local condition that may affect the work & it's performance.
- 3 The contractor is satisfied that the work can be performed and completed as per term & Conditions of the contract.
- 4 The contractor accepts all risk directly and indirectly connected with performance the contract.
- 5 The contractor has not been influenced by any statement or promise of the goverment of engineer-In-charge only by contract documents.
- 6 The contractor has no collusion with other contractors or which any of the man of the engineer- in-charge or with any other person in the preparation of the bid.
- 7 Caontractor is financially solvent.
- 8 Contractor is experienced and competent to perform the contract to the satisfaction of the engineer- in-charge.
- 9 The statement submitted with bid are true.
- 10 The contractor is familiar with all general and special laws, Acts and ordinance rules and regulation of the Municipal, district, State and Central Government that may affect the work and its performance or personnel employed there in.

Signature of Contractor

Executive Engineer
Central Store Division-3, Kalagarh
General Rules for Submission of E-Tender

Submission of e-Bids

The bidders are required to be registered with U.P. Electronics Corporation, Ashok Marg, Lucknow by depositing prescribed fee as applicable to participate in the e-tendering as per GO no 1067/78-2-2017-42IT/2017 dated 12 may 2017.

The Bid Submission module of e-procurement website <http://etender.up.nic.in> enables the bidders to submit the e-bids online against the published tender enquiry. Bid may be submitted only during the period and time stipulated in the tender. Bidders are advised to start the Bid Submission process well in advance so that they can submit their bid in time. The bidders shall submit their bids, taking into account the server time, displayed in the e-procurement website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last date of submission stipulated in the schedule. The bidders cannot submit their bids after the completion of bid submission period. **The delay in submission of bid shall be the responsibility of the bidder.**

The bidders shall follow the instructions mentioned herein under for submission of their e-bids:

- 1.1 For participating in bids through the e-tendering system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The bidders shall first register themselves on the e-tender website, if they have not done so previously, using the option "Click here to enroll" available on the home page of the website.
- 1.2 In addition to the normal registration, the bidder has to register with their Digital Signature Certificate (DSC) in the e-tendering system and subsequently he / she will be allowed to carry out his / her bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register their DSC, the bidder shall first log on to the e-tendering system using the User Login option on the home page with the login Id and Password.

For successful registration of DSC on e-procurement website <http://etender.up.nic.in>, the bidder must ensure that they possess class-2 / Class-3 DSC issued by any one of the certifying authorities duly approved by Controller of Certifying Authorities, Government of India, such CA details available on <http://www.cca.gov.in/cca/>. The bidder is also advised to register their DSC on e-procurement website well in advance before bid submission period & time so that they do not face any problem while submitting their e-bid against this tender. The bidder can perform User Login creation and DSC registration exercise as described well before bid submission period starts. The purchaser shall not be held responsible if the bidder tries to submit their e-bid at the last moment of submission of bid, thus failing to submit due to DSC registration problem or server problem.

- 1.3 For submission/ participation in bidding process, the prospective bidder shall **“Login”** to the e-procurement website <http://etender.up.nic.in>. The bidder can search for **“Active Tenders”** link from the **“Bid Management”** Menu In the Organisation **“U.P. Irrigation Department (Mechanical)”** select the bidding from **“Active Tender List”** in which they are interested as a **“Favourite”**. Now move to **“My Tender”** folder using the option available in the **“Bid Management”** drop down. After selecting and choosing the **“View”** option for which bidder intends to bid from **“My Tender”** folder. Click on the **“proceed”** for bid submission option available at the end of the Tender details. Read the **“Terms and Condition” of Uttar Pradesh Govt. e-Tender Portal User Agreement** page for Bidding process carefully and after acceptance the option of **“EMD/ Tender Fee exemption”** will be available. Bidder shall choose EMD exemption or not, as per eligibility mentioned in different clauses of Tender document, after selecting next new page of **“Bid Payment Details”** showing tender fee & EMD Fee will be opened. Click for **“pay Online”**, if no exemption is seeking for EMD Fee & Tender Fee. Option of SBI and other banks shall be available. Choose SBI gate way as a payment option by Internet Banking, it will redirect the bidders to the online payment website of state bank of India to perform required payments. Before this, the bidder should download the bidding document and price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder shall keep all the documents ready as per the requirements of bidding document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which shall be in the XLS Format (EXCEL sheet).
- 1.4 After entering and saving the Bidding Fee and EMD details, the bidder shall click **“Encrypt & Upload”** option given in the online payment details form so that **“Bid Document Preparation and Submission”** window appears to upload the documents as per technical (Qualification details, Forms and Technical Specification details etc.) and financial (Price Schedule/BOQ) schedules/packets given in the bidding details.
- 1.5 The Bidder shall click **“Encrypt”** next for successfully encrypting and uploading of required documents. During the above process, the bid documents are encrypted / locked electronically with the DSC's of the Bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only.
- 1.6 After successful submission of bid documents, a page giving the summary of bid submission will be displayed so as to ensure that the process of e- bid submission is completed. The bidder can take a printout of the summary using the **“print”** option available in the window as an acknowledgement for future reference.
- 1.7 Bid inviting authority reserves the right to cancel any or all Bids without assigning any reason thereof.

1.8 The Bidders are expected to examine all instructions, forms, terms & conditions and also technical specifications stipulated in the bidding documents. Failure to furnish all information required as per stipulation of the bidding documents or submission of bid not commensuration to the requirement of the bidding documents in every respect may result in rejection of the bid.

1.9 **The bidder shall submit acknowledgement of total number of pages/file size uploaded for Part “A”, Part “B” of the Bid separately along with other documents to the Bid inviting authority’s office.**

2.0 Deadline for Submission of e-Bids

2.1 E-Bids (EMD, Technical and Financial) must be submitted by the bidders at e-procurement website **<http://etender.up.nic.in>** not later than the time stipulated in the tender.

2.2 The Purchaser may at his discretion, extend this deadline for submission of bids or any other date, by amending the bid documents.

3.0 Late Bids

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 bid submission activity will be allowed till the permissible date and time schedule in the tender. Once the bid submission period is over, the bidders cannot submit their bid. **Bidders are advised to start the Bid Submission well in advance so that the submission process is completed within the scheduled period**, failing which shall be their responsibility.

4.0 EARNEST MONEY:-

(i) The Earnest money in the prescribed instruments as mentioned in clause 2.0 of Special Conditions of Tender / Contract.

(ii) IDT-3 form as annexed duly notarized by Public Notary

5.0 TECHNICAL OFFER :-

Technical offer of the tendered item as per Technical Specifications and Technical Conditions as stipulated in the tender document along-with other documents and details / information as mentioned below. In absence of any of the documents / details required in this part, the offer of the firm may not be considered.

(a) COMPLETE TECHNICAL OFFER:-

Tenderer shall submit all details as per tender requirement along with all documents i.e. Special Conditions of Contract, Constituents of Different Parts of Tender offer, Detailed Technical Specifications & Technical Conditions and General Conditions of Contract Form-111, 112, Additional Conditions to General Conditions of Contract duly signed and stamped on each page by the tenderer in lieu of firms acceptance of all the tender conditions in toto.

(b) POWER OF ATTORNEY:-

Power of attorney in the name of individual signing the tender documents as shall be submitted if it is not signed by the proprietor / owner.

(c) **VALIDITY COMMITMENT:-**

Agreement (for Validity Commitment) in prescribed Performa (Annexure-VC) on Rs.100.00 Non Judicial Stamp Papers duly signed by the Tenderer is to be submitted. The tender offer shall remain valid for acceptance for a minimum period of 120 days from the scheduled date of opening of the tender.

6.0 **Tender offer shall contain the following:-**

- (a) Bill of Quantities & Scheduled of prices duly filled and submitted online by the Tenderer.
- (b) GST will be given as per government order.
- (c) Income Tax clearance certificate / proof of submission of Income Tax return of previous assessment year

7.0 **BID SIGNING AUTHORITY**

Individual signing bid or other documents **digitally or manually** connected with the contract must write his name in block letters under his signature and must specify in submitted Power of Attorney on prescribed format Annexure “PA” whether he/they sign/sign as:

- i. A “Sole Proprietor” of the firm or his “Attorney”.
- ii. A “Procurator” of the firm.
- iii. An active partner of the firm in case where authority to refer arbitration disputes concerning the business of the partnership has been conferred on every partner by Partnership Agreement.
- iv. A person or persons duly authorize by a power of attorney to bind all the partners of the firm in all matters pertaining to the agreement including the arbitration clause.
- v. In case the bid is submitted by a Company/Corporation the same shall be signed by the authorized signatory. Satisfactory evidence / authority of the person signing on behalf of the bidder shall be furnished along with tender.

Note:

- a) In case of (iii) & (iv) above, a copy of Partnership Deed Agreement or General Power of Attorney attested by the public notary should be furnished along-with the copy of Board Resolution duly certified by CA/Notary.
- b) In the case of the Partnership Firm, where authority as aforesaid has not been conferred upon any individual by Partnership Agreement or Power of Attorney, tenders and other related documents must be signed by all partners.
- c) A person signing the bid form or any document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to do so and if on enquiry, it appears that the person so signing had no authority to do so, the Purchaser, without prejudice to other civil and criminal remedies may cancel the contract& hold the signatory liable for all cost of damages.
- d) Each page of the Document, Schedules and Annexures shall be signed and stamped by the Bidder. Cutting/overwriting /Erase, if any, must invariably be initialed by the person signing the Bid Document.

- e) In case the bidder having legally valid general power of attorney, the bidder will also submit power of attorney to self on prescribed format “PA”, along with general power of attorney.

8.0 Amendment of Bidding Documents

8.1 At any time prior to deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendments. Such amendments shall be posted/ uploaded on the e-procurement website <http://etender.up.nic.in> through corrigendum and shall form an integral part of bidding document, failing which the purchaser shall not be liable for any responsibility.

8.2 It shall be the sole responsibility of the prospective bidders to check the website <http://etender.up.nic.in> regularly for subsequent amendments, if any in the bidding document, failing which the purchaser shall not be liable for any responsibility.

8.3 The Purchaser, at his discretion, may extend the deadline for the submission of bids, which shall be posted/ uploaded on the e-procurement website <http://etender.up.nic.in>

9.0 Language of Bid:

The bid prepared by the Bidder, as well as correspondence and document relating to the bid exchanged by the bidder and the purchaser shall be made in Hindi or English language. The correspondence and document in Hindi must be accompanied by embedded / separate Hindi Font files. Only English numerals shall be used in the bid. Certificates in regional languages should accompany their translation in Hindi or English duly signed by the bidder.

10.0 Bid Currencies

Prices/Rates in BOQ shall be quoted in Indian Rupees only.

11.0 The EMD/bid security may be forfeited:

(a) **If a Bidder** (i) Withdraws its bid during the period of bid validity specified by the Bidder; or (ii) Does not accept the correction of errors or (iii) Modifies its bid price during the period of bid validity specified by the bidder on the bid form

or

(iv) Commits Non-performance/misconduct/corrupt and fraudulent practices in view of bids/contract terms and conditions.

(b) **If the qualified bidder fails:** (i) to sign the Contract with the purchaser; or (ii) to furnish performance security. Note:- EMD/Bid Security in any other instrument or in cash shall not be accepted and offer is liable to be rejected out-rightly.

**Executive Engineer
Central Store Division-3, Kalagarh**

ID FORM NO-112

IRRIGATION & WATER RESOURCE DEPARTMENT – UTTAR PRADESH

ITEM OF PERCENTAGE RATE TENDER OF CONTRACTORS

Name of work:-

.....

Name of Contractor.....

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1- All work proposed for execution by contract will notification a form or invitation to tender posted on a board hung up in the office of and signed by the Sub-Divisional Officer/ Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tender the percentage if any to be deducted from bills. This set of contract documents consist of copies of drawing and details of the proposed work specifications, schedule of quantities of various items of work and a form of the printed conditions of contract together with the form of the tender to be used, signed for the purposes of identification by Sub-Divisional Officer/Executive Engineer and approved by the authority competent to make the contract shall be available for public inspection at the office of the Sub-Divisional Officer/Executive Engineer during the office hours.

2- In the event of the tender being submitted by a firm it must be separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3- Receipts for payments made on account of work when executed by a firm must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

4- Any contractors who submit a tender shall prescribed form of tender striking out the alternative offer on page 3 of the form not applicable to the case. Tenderer which propose any alternation in the work specified in the form of notice inviting tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, or are not filled up in English or not accomplished by the deposit of earnest money notified, will be liable to rejection. Tender shall have the name of the work to which they refer written outside the envelope.

5- (i) The Executive Engineer or authorized committee will open in the presence of any intending contractors who may present at the time and will enter the amounts of several tenders in a comparative statement in suitable form, in the event of tender being accepted, receipt for earnest money forwarded herewith shall there upon be given to the contractor, who shall there upon for the purpose of identifications sign. Copies of the specification and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with unaccepted tender shall thereupon be returned to the contractor making the same.

(ii) When tenders are received by the Sub-Divisional Officer he will open and deal with them in the manner specified above, and will submit them to the Executive Engineer for order. The earnest money if in

currency notes shall be credited in the cash book and paid into the treasury, a receipt in account Form no. 3 given to the party tendering if earnest money is preferred in any of the securities specified in Rule 9, it shall be entered in the register of Securities Account Form 85 and 86 earnest money received in currency notes shall be returned to unsuccessful tenders as soon as rejected the usual stamp receipt being taken.

- 6- The accepting authority shall the right of rejecting all or any tenders.
- 7- The receipt of an accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer/Executive Engineer and the contractor shall be responsible for seeing that the procures a receipt signed by the Sub-Divisional Officer/Executive Engineer.
- 8- The memo-random of work tendered for shall be filled in and completed in the office of the Sub-Divisional Officer/Executive Engineer before the tender form is issued.
- 9- The amount of the earnest money should ordinarily be: -

	Rs.	
(a) When the amount of the tender does not exceed	Rs. 2000	50
(b) When exceeding Rs. 2000 and not exceeding	Rs. 5000	100
(c) When exceeding Rs. 5000 and not exceeding	Rs. 10000	200
(d) For each additional Rs.5000 or portion of Rs.5000		
A further sum of.....		100

Such earnest money shall be deposited by the contractor in Government in Government treasury of sub treasury as laid down in paragraphs 340 (b) of the Financial Hand Book Volume V Part 1 Account Rules and the receipted treasury challan attached to the tender.

Note: The officer calling for tender may, in special case where it would be inconvenient for tenderer to deposit money into Government treasury, relax the rule and permit contractors to deposit earnest money with him in case or currency notes up to a limit of Rs.100 instead of into a treasury, such deposits should be treated as Public Works Department Deposit.

TENDER FOR WORKS

“I” or “We”

*Hereby tender for execution for the Governor of Uttar Pradesh of the work specified in the underwritten memorandum within the time specified in the

(a) if several sub items specified in each memorandum at the rate specified therein and in accordance with the specification designs Drawing and instructions, they should be definitely referred to in rule I, here or and in clause 2 of the contract and with detailed in a separate such material as are provided for by and in all respects in accordance with list.

(b) Vide rule 9 on such conditions so far as applicable.

Page2

MEMORENDOM

- (a) General description ----- Rs.
- (b) Estimated costRs.
- (c) Earnest moneyRs.
- (d) time allowed for the work from date of written order to commence
Months

(c) Strike out the Alternative and Attested signature To it.

Item no.	Item of work	Approximate quantity of work	Unit	Per	Tendered rate (3) sanctioned		
					Rs.	P	

N.B. When tenders are submitted at a percentage above or below the rate in the sanctioned estimated the information in all the columns should be filled by the Sub-Divisional officer/Executive Engineer.

(2) In the case of works when contractor required to quote their own rates for the different items of works the column (1) should be left blank for the tenders to fill in.

“ I” or “We”.....tender at.....percent above below the rates entered above-
*or

.....tender at the above rates.

Should this be accepted* hereby agree to
Abide by and fulfil all the terms and provisions of the conditions of
Contract annexed to the approved set of contract documents, or in
Default thereof to forfeit and pay to Governor of Uttar Pradesh
or his successors in-office the sums of money Mentioned in the said
conditions.

*Strike out the
native and attach
Signature to it.

The sum of Rs.# is her with
Forwarded in currency notes as earnest money the full value of
Which shall be retained by Government on account of the security
Deposit specified in clause 1 of the said conditions of contract.

Give particulars
and number

.....
Dated the.....Day of 200

*Signature of witness
To contractor’s
Signature.

Witness.....

Address.....

Occupation.....

*Signature of con-
tractor before sub-
mission of tenders

#.....
Date.....Sub-Divisional Officer.....Sub-Divisional

*

#.....

*Here enter
“Recommended” or
“ non” recommended
#Signature
*Signature

*

#.....

#Signature and date
official designation

.....Superintending Engineer.....

* or the accepting
authority.

Irrigation Works

The above tender is hereby accepted by me on behalf of

The Governor Uttar Pradesh.

.....

Dated.....day of.....

CONDITION OF CONTRACT

I.D.Form NO.111

<p>Clause I: The Person or Person whose tender is accepted (herein after called the contractor) shall within one week after his or their tender has been accepted deposit with the Government of Utter Pradesh (Herein after called the Government) either in cash or securities as provided in paragraph 614 and 615 the Financial handbook, Volume VI Such as will earnest money deposited with the tender of rupees.</p>	<p>ID Form no. 111</p>
<p>And where any security so deposited is not payable to bearer the contractor shall endowers of transfer it to the said Government in such a manner that the sums represented by it can be realized without consent or assistance of the contractor. The contractor shall also permit the Government at the time of making any payment to him for work done under the contract to deduct 10% (ten percent) of all moneys so payable account of Security Deposit until such deduction, along with the sums already deposited as earnest money to be adjusted in the sums already deposited as earnest money to be adjusted in the last deduction, with amount. In the case of work estimated to cost up to Rs. 1,00,000 to 10% of the estimated cost.</p> <p>(i) In the case of work estimated to cost more than Rs. 1,00,000/- and up to Rs. 2,00,000/- to 10% on the first Rs 1,00,000/- and 7.5% on the balance, and Security Deposit.</p> <p>(ii) In the case of work estimated to cost more than Rs. 2,00,000 to 10% on the first Rs. 1,00,000/- 7.5% on the next Rs. 1,00,000 and 5% on the balance unless he is/they are exempted from payment of Security deposit, individual cases or has been deposited the amount of the security at the rates mentioned above in the case or in the form of Government Securities of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank of India.</p> <p>(G O No. 5479 Sa Kha/81-23-1-3/81N-79 Dt. 25-11-12)</p> <p>If the security is Furnished in the form of guarantee bonds the contractor undertakes to renew or to furnish fresh guarantee to cover the period of time extension, if any, and failure on his part do so shall be constructed as breach of this contract, and without prejudice to any other remedy provided in these conditions the Engineer-in-charge shall have the right to withheld payment and deduct the entire security amount and any money's becoming payable to the contractor. The amount of security money shall. If not with held account of breach of contract be returned after six months of the date of completion of the work or after payment of the final bill whichever is later, subject to the conditions that in case of building works of the first rainy season comprising of months of June, July, August and September is not fully covered within the period of six months mentioned above. The amount of Security money if not withheld on account of breach of contract be refunded after the expiry of the first rainy season comprising of the months mentioned above or after the payment of the first bill whichever is later .</p> <p>Provided that in case the payment of the final bill is not made within six months of the completion of the work 75% of the amount of security money can be refunded with the prior approval or the authority next higher to the person accepting the contractor on behalf of the Government.</p> <p>All compensation or other sums of money payable by the contractor to the Government under terms of this contract may be deducted from or realized by the sale of a sufficient part of his security deposit or from the interest accruing there from or from any sums which may be due or may become due to the contractor by the Government or on account whatever and</p>	<p>Further Deposit</p> <p>Deduction From payments</p>

in the event of his deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash/Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or raised by sale of his security deposited or any part thereof.

Without prejudice to any other remedy provided by law the government may recover all dues hereunder from the contractor of the arrears of land revenue GO No.A-2-2242/X+317(5) 71 Dt. 23.12.83

EXPLANATION: For the purpose of this clause if the work under this contract includes constructions or repair of any structure having roof over it, the reconstructions whole will be clause a building work.

Clause 1(A): If not appropriated by the Government under the provision of this contract, the security money or such balance thereof as may be left over after making deductions will be refunded to contract after the Superintending Engineer has satisfied himself that the terms of this contract have been duly and faithfully carried out by the contractor not before the expiry of period of six months after the completion of the work.

Provided that in case the superintending Engineer is satisfied even before the expiry of period of six months that all the terms to this contract have become duly faithfully carried out by the contractor, the security money or such balance as may be refunded to the contractor with the previous sanction of the Government as provided in rule 23 appendix XIX of FHB Vol. V Part I.

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

(1) Vide G.O No. 5645 A.N./XXIII-B-550/62 date in.....21967

Clause 2(B): to be used instead of 33(a) when the latter is from the nature of the work impracticable.

Clause 2(B): to be used instead of 33(a) when the latter is from the nature of the work compensation within the period specified in the tender's such period shall be reckoned from the date on for delay which the order to commence work is given to the contractor. The contractor shall at all times during such period shall proceed with the work with due diligence and shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer [whose, decision is writing shall be final] may decide on the amount of the estimated cost of whole work as shown by tender for everyday that work remains un commenced or unfinished after the proper and further in order to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed of any work exceeds one month to complete one-fourth of the value or quantity {as the Engineer may determine of the whole of the work before one fourth of the whole time allowed under the contract clause one-half of the value quantity (as the Ex. Engineer may determine of the work before three-fourth of such time has elapsed if the contractor fails to comply with this condition he shall be liable to pay as compensation an amount equal to one

<p>percent of such smaller amount as the Ex.Engineer [whose decision in writing shall be final] decide the said estimate cost of the whole work for everyday that the quantity of work remains incomplete provided always that the entire of compensation to be paid under the provision of the clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.</p> <p>Clause (i): In any case which under any clause of this contract the contractor shall have tendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in on sum of deducted by statement (the Ex. Engineer shall have power to adopt such or following courses as he may deem –best).</p> <p>(a) He may rescinded the contract by giving the contractor notice of recession signed by the Executive Engineer and may then take the contractor’s security deposit it for the use of Government as compensation for the loss clause by the contractor’s defaults.</p> <p>(b) He may after giving the contractor 7 days notice in writing of intention to do so measure up to work by the contractor, and then employ and pay labour and supply or pure materials and carryout all or any part of the work himself on behalf of the Government debiting the contractor with to the actual cost crediting him at the contract rates with the value of the work so done and may postpone till completion of work so taken over assessment of the compensation to be paid by the contractor if any work is so taken over by the Ex. Engineer the certificate in writing of the Executive Engineer or of the Sub-Divisional Officer as to its cost and value shall be final and conclusive against the contract.</p> <p>(c) He may after giving the contractor 7days notice in writing of his intention to do so, measure up the work done by the contractor, take the work out of his hands and giving contractor its completion to another contractor and may postpone till the completion of the assessment of the completion to be paid by the original contractor, if the Engineer elects to give the completion shall pay expenses which may be incurred excess of the sum which would have been paid to him if the whole work had been carried out by him and certificate in writing of the Executive Engineer or of the Sub-Divisional Officer shall be final and conclusive as against to the original contractor as to the amount of any such expenses.</p>	<p>Action for which whole Security deposit is forfeited</p>
<p>Clause 3:(ii) if the Ex. Engineer does not desire to do so work the contractor shall not be entitled to compensation for any loss sustained by him by reason of his having purchases/procured any materials or entered into any engagements or made any advance on an account of or with advise to the execution of the work of the performance of the contract and shall not be entitled to recover or be paid or given credit of any sum for any sum for any work therefore actually performed by him under this contractor unless and until, the Executive Engineer or the Sub-Divisional Officer acting under this order shall have in writing the performance of such work and the value thereof the contractor shall only be entitled to be paid the value as so certified.</p> <p>Clause 3:(iii) if upon any occasion the Ex. Engineer abstains from exercising the power given to him by this clause such abstention shall not prevent him from exercising such power upon a subsequent occasion if the contractor again makes defects not shall such abstention absolve the contractor from the liability to pay compensation for any default which he may have made.</p>	

<p>Clause 4 if the Ex. Engineer exercises any of the power given to him by clause as he may. If he desires take possession of all or any tools, plants, materials and stores in or upon the work or the site thereof and belonging to the contractor or proceed by him and intendment to be used for the execution of the work or any part thereof pay or allow the contractor for the same at the contractor rates or in the case of these not being applicable at the same at the contractor rates or if any of these not being applicable at current market rates to be certified by the Ex. Engineer whose certificate thereof shall be final and if the Ex. Engineer does not desire to do so the Ex. Engineer may be notice against required him to remove such tools, plants, materials or stores form the premises (Within a time to be specified in such notice) and if the if the contractor fails to comply with any such requisition the Ex. Engineer may remove them at the contractor's expenses and at his risk in all respects by auction or private sale and the certificate of the Ex. Engineer as to expenses of any such removal is conclusive against the contractor.</p>	<p>Contractor liable to pay any compensation if action not taken under any clause. Power to take possession of or require removal to sell contractor plant</p>
<p>Clause 5: If the contractor desires an extension of time of completion of work on the grounds of any unavoidable hindrance to its extension having arisen, shall apply in writing to the Ex. Engineer who, if in his opinion reasonable grounds are the shown therefore, shall extend this time limit up to a period of six months or 50% of the time limit provided or time completion whichever is less and thereafter Ex. Engineer shall, if in his opinion (which shall be final) reasonable ground are shown therefore, authorize extensionas many in his opinion is necessary or proper.</p>	<p>Extension of Time</p>
<p>Clause 6: On completion of the work the contractor shall send a registered notice to the Sub-Divisional Officer {hereinafter called Engineer in charge giving the date of completion and shall also send a copy of such notice to the Executive Engineer and shall request the Engineer-in-charge to give him a certificate to completion. No such certificate will be given nor shall the work be considered to be complete until the contractor has removed from the premises on which the work has been executed all scaffolding surplus materials and rubbish, and cleaned all wood works, doors, windows, walls floors or Final Certificate other parts of any building in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and if the contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-charge may to do so, and may sell much scaffoldings and materials as have not been removed by the contractor and the contractor shall furnish with pay all expenses so incurred and shall have no claim to respect of any such scaffolding surplus materials aforesaid except for any sum actually realized by the sale thereof. On completion the work shall be measured by the Engineer-in-charge, whose measurement shall be binding and conclusive against the contractor.</p>	<p>Final certificate</p>
<p>Clause 7: in case of work estimated to cost more than rupees one thousand the Contractor shall on submitting the bill thereof theentitled to receive a monthly payment proportionate to the part thereof then approved for such purpose by the Engineer-in-charge, whose advances certificate of approval and passing of the sum so payable shall be final and conclusive against the contractor, but any such payment shall be made as advances to be credited to the Government in the settlement of the accounts, with the contractor and not as payment for work completed and passed, and the making of any such payment shall not either preclude the Executive Engineer or Sub-Divisional Officer from requiring the contractor to remove or reconstruct or re correct any work on the ground that such work is bad unsound imperfect or unskilled or prevent the Government from enforcing any claim against the contractor on account of any default by him or conclude determine of affect in any way the power of the Engineer-in-charge under these conditions or any of them as to the final</p>	<p>Payment on intermediate certificate be regarded as advances</p>

<p>settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contractor. The Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final binding on all parties.</p>	
<p>Clause 8: If the contractor abandons or is unable to complete work compile the Ex. Engineer may certify in writing the value of the work done work by the work contractor towards the completion of the contract such a certificate shall be final and conclusive against the contractor and he will not be paid more than the value of such work as so certified irrespective of the contract rates.</p>	<p>Incomplete to compile the work</p>
<p>Clause 9: When the estimate on which a tender is made includes Sum in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work invited or the part of the work in question at the Same rates as are payable under this contract for other such item so work unless Part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement in which case the Engineer-in-charge may pay such lump sum as he may determine to be the value thereof and the certificate in writing of the Engineer-in-charge shall be final and conclusive against contractor as to the basis up to which payment is so be made in such cases and as the amount to be paid</p>	<p>lump Sum in estimate</p>
<p>Clause 10: Every month on or before a date to be fixed by the Engineer-in-Charge the contractor shall if so required, submit a bill for all works executed by Him during the previous month and the Engineer-in-charge shall take or cause to Betaken all measurement necessary for checking the contractor's bill and adjusting his claim as specify as possible. If the contractors not submit his bill within the Time fixed the Engineer-in-charge may after giving the contractor 7day's noticein Writing measure or depute someone to measure such work in the presence of the contractor whose signature on the list of measurements shall be sufficient authority to the Engineer-in-charge to draw-up a bill based on such measurements and any bill so drawn up shall be binding on the contractor if the contractor fails to attend when such measurements are taken. Such measurements shall be binding on him and if he attends but refuses to sing the list of measurement. The matter shall referred to the immediate superior of the Engineer-in-charge whose Decision shall be binding on the contractor</p>	<p>Bill to be submitted monthly</p>
<p>Clause11: The contractor shall submit all bills on the printed form which will be supplied to him at the office of the Engineer-in-charge and all items in such bill Shall be charged at the rates specified in the tender or in the case of any extra work order pursuance of these conditions and not mentioned or provided for in the tenderat the rates here in after provided in such work.</p>	<p>Bill to be printed form</p>
<p>Clause12:if the specification or estimate of the work provides for the use of Any specification of materials to be supplied from the Engineer-in-charge store or If required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as her-In-after mentioned being so far as practicable and for the convenience of the contractor specified on the schedule here to annexed but not so as in any way control The meaning or effect of his contract) the contractor shall be supplied with which materials and stores as may from time to time be required by him for the purpose of the contractor but only for such purposes and he shall pay for the same at the rates specified in the said Schedule of in no rates is so specified as cost price as defined in clause 16 thereof.</p> <p>All materials so supplied to the contractor will become the property of the contractor but shall not on any account be removed from the site of the work until The whole work is certified to be completed by the Executive Engineer except the written permission of the Executive Engineer and shall as all time be open to inspection by the Engineer-in-charge the Executive Engineer shall however have the option to take over any such materials if</p>	<p>Stores supplied by Government</p>

<p>unused at the time of the completion or termination of the contract at the specified issue rate or the current market rate whichever is less.</p> <p>Clause12: In case where the contractor is himself to supply the materials he must abstain articles required for the construction of the work from the firms with the Directors of industries made arrangements while in the case of materials for supply for Which no such arrangements has been made by the Director of Industries but in respect of which officers have in consultation with consuming department prescribed specification and for test materials. Supplied by the contractor must confirm in such specification and/or test.</p> <p>Clause12.(B) Provided always that the contractor shall not be entitled to any compensation for damage caused or loss sustained by him and to due late supply of materials of store by the Engineer-in-charge for the reasons beyond his control.</p>	
<p>Clause13: All articles required for the construction for the construction of the work and which the contractor is to himself shall be obtained by the contractor from with which the Director of industries has made arrangements and if for the supply of any articles no such arrangement have been made any such articles supplied by the contractor shall confirm to such specification and/or tests if any, as may be prescribed by the Director of industries in consultation with the department.</p>	
<p>Clause14: The contractor shall obtain from the stores or the Engineer-in-charge all such imported stores of materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required therefor in connection there with the value of such stores and as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule attached to the contractor and if they are not entered in the Schedule they will be debited at the cost price. Which for the purpose of this contract shall include the cost of carriage and all other expenses what so over which shall have been incurred in obtaining delivery of the same at the stores aforesaid. The Executive Engineer may issue materials to a contractor from existing stock if asked for. Any Excess of those entered in the Schedule in such cases the price charged will be stock rate market whichever ingreater.</p>	Stores imported from Europe to be obtained from Govt.
<p>Clause15: The contractor shall execute the whole or every part of the work in the most substantial and workman like manner and in every respect connect accordance with the specification both as regards materials and otherwise the contractor shall also confirm exactly. Fully and faithfully to the designs, drawing and instruction in writing if the work signed by the Engineer-in-charge and lodged in his office and the contractor shall be allowed to inspect the same during office hours and may at his own expenses have copies of the specifications and of all such designs, drawing and instructions as aforesaid made for his own use.</p>	Work to be executed in accordance with specifications/ drawings order etc. Alteration in specifications and designs
<p>Clause16: The Engineer-in-charge shall have power to make such alteration in or additions to originals, specifications, drawing, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any Instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and any additional work which the contractor may be so directed to do, shall be carried out by the Extension same conditions in all respect on which he agreed to do the main work and at the Of time in same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that additional work was to the original contract work. If the additional work includes any item for which no rates is</p>	Don't invalidate contract Extension of time in consequences of alterations

<p>specified hereunder, the contractor shall carry out the work at the rate entered in the Schedule of rates of the District but if the Schedule does not contain any rates for such work then contractor shall not being work until a rates in respect of such work has been settled by mutual agreement between him and Engineer-in-charge with the approval of the officer accepting the contract and if they are unable to agree upon a rate within two weeks from the date when the contractor received the order, the Engineer-in-charge may be notice in writing cancel the order for such work and carry it out in such manner as he may think best. In the event of disputes the decision of the Superintending Engineer shall be final and binding on the contractor.</p>	<p>Rates for additional work not in estimate or schedule of rates of district</p>
<p>Clause 17: The Executive Engineer, acting on the written order of his immediate superior, may at any Time by notice in writing to the contractor either stop the work altogether or reduce or out it down if the work is stopped altogether. The contractor will only be paid for the work done and expenses legitimately incurred by him on preparation for the execution of the work up to the date on which such notice is received by him such expenses shall be assessed by Executive Engineer, whose decision shall be final and binding on the contractor if the work is out done the contractor will be paid for the work as so out dwlt but in neither case will be paid any compensation whatever for the loss of profit which he might have made if he has been allowed to complete all the work included in the tender</p>	<p>No compensation or alteration in or restriction of work to be carried out</p>
<p>Clause 18: if the Engineer-in-charge is satisfied that the construction of any part Of the work is faulty or the material used in the same are inferior to those for Which the specification provides or that materials or articles provided by the contractor are not in accordance with the contract, he may not withstanding that such work materials or articles may have been passed certified or paid for, serve the contractor with notice in writing specifying the work materials or articles of which he complaints and requiring the contractor the remedy such defects or to replace such materials or articles within a specified period of time.</p> <p>If the contractor fails to comply, in all respect with the requirements of any such Notice within ten days after expiration of the period specified in that notice, the Engineer-in-charge may himself remedy such defects or as they may be replace Such materials or articles and the contractors shall pay all expenses incurred by The Engineer-in-Charge in doing so and the certificate in writing of the Engineer-in-charge a s to the amount of any such expenses shall be final and binding upto the contractor.</p>	<p>Action and compensation payable in case of bad work</p>
<p>Clause 18(A) Government shall have the right to accept the reduced substandard or defective work and to cause and audit any technical examination of work and running and final bills of the contractor, including all supporting vouchers abstract etc., to be made before or after the payment of the final bills 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 of any work done by the contractor found the contract of any work claimed to have been done by him under the contract but found not to be have been actually executed the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Government recover the same form in the prescribed in clause 1 above or any other manner legally permissible and if it is found that contractor was paid less then what was due to him under the contract in respect of any work executed by him under it the amount of such payment may be duly paid by the Government to the Contractor. Provided that the sub-standard of defective work accepted is not considered to be Seriously defectively by the Engineer-in-charge and the rate of the work accepted is suitably reduced by him to compensate to Government and such reduction will be binding on the contractor.</p>	<p>Work to open for inspection</p>
<p>Clause 19: All work under or in the course extension or executed in pursuance of The</p>	<p>Contractor or</p>

<p>contractor shall at all times be open for inspection and supervision by Engineer-in-charge and his subordinate and the contractor shall on all time during the usual working hours and on any other occasion of which he shall have reasonable notice either himself be present to receive order and instructions, or have responsible agent duly accredited in writing present for that purpose Order given to any such agent have the same effect as given to the contractor himself.</p> <p>Clause 19:(A) No labour below the age of 18 years shall be employed on the work</p> <p>Clause 19:(B) The contractor shall pay to his labours a fair wage.</p> <p>*Clause 19:(C)The contractor before he commence the work shall (a) post in a Conspicuous place on the work a notice giving the rates of wages which have been Certified as fair by the Execution Engineer and (b) send a copy of the notice to the Executive Engineer.</p> <p>Clause19: (D) The contractor shall be bound and shall be responsible to comply with the provision of the laws in force in the state of Utter Pradesh including the minimum wages Act or any enactment in supervision extension or modification thereof which may be passed at any time or from by a competent legislative body and may have affection in State of Utter Pradesh and the Rules and Regulations made there under or any amendments or modification thereof the time being in force. All expenses in connection with the compliance of such laws and rules shall be borne by the contractor, and the contractor shall neither demand no claim nor shall be entitled to any additional payment for the reason that he failed to take into accounts such expenses while submitting this tender. In every case in which by virtue of the provisions of the labour laws in force in the State of Utter Pradesh and the rules and regulations made there under Government is obliged to pay any sum in the execution of the work Government will recover from the contractor the amount so paid and without prejudice to the other rights, the Government shall be at to recover such amount or any part thereof deducting it either from the security money deposited by the contractor or any sum to his credit under Clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.</p> <p>Clause 19:(E) The contractor shall engage labour for the work through the nearest Employment Exchange.</p> <p>Clause 19:(F) The Contractor will request the Employment Exchange to provide Himlabour on wages to be mentioned by him which shall not be less than fair wages for the locality of the work to be fixed by the Superintending Engineer in consultation with the District Manager Connected. He will also specify the period of the supply of the labour which shall not be less than a week from the date contract request at thelabour at the Employment Exchange fails to supply labour within the specified period the contractor will have option to engage labour from other sources.</p> <p>Clause 19:(G) The labour employed through Exchange will be kept at par with and Shall have no preference over the labour engaged by the contractor privately as then Transportwages accommodation working hours and amenities. The contractor will Have the option to dispense with the labour without any reference to the Exchange When such labour is not required for the work and when he satisfied with it, but he Will give due information of the labour Exchange.</p>	<p>responsible agent to be present</p>
<p>Clause 20: In order that the work may be measured and the contract dimensions thereof token, the contractor shall not cover up any of the same or otherwise place beyond the reach of measurement until he has either obtained the consent in writing of Engineer-in-charge or of his subordinate in charge of the work or until He has giving to the Engineer-in-charge or to such subordinate Five days notice in writing that the work is ready for measurement.</p> <p>If the contractor cover up any work or place it beyond of the measurement without</p>	<p>Notice to be given before work is cover up</p>

<p>such consent and before the expiration of The period of such notice, the contractor shall either as he may elect strip such at his own expenses in order that may be measured or shall forfeit the price of the work and of the materials used in its constructions.</p>	<p>Direction of work</p>
<p>Clause 21: All work to be executed under the contract shall be executed Under the direction and subject to the approval in all receipts of the engineer-in-charge for the time being, who, shall be entitled to direct at what point or points and in what manner they are to be commenced and from Time to time carried on.</p>	<p>Decision of Engineer to be final</p>
<p>Clause 22: Except where otherwise specified in the contract the decision of the Ex. Engineer for the being shall be final, conclusive and binding on all parties to the contract up in all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned. The decision of such Engineer as to the quality of workmanship or materials use on the works as to any other questions, claim, right, matter or thing whatever in any way arising out of or relating to the contract designs or drawings, specifications, instructions, order, or these conditions or otherwise concerning the work or the execution or fail to execute the same whether arising during the progress of the work or after the completion or amendment of the contract by the contractor, shall also be final conclusive and binding on the contractor.</p>	
<p>Clause 23: If the contractor, or his work people, all servant shall break defense, injured or destroy any part of a building on or which they may be Working or any building, road, fence enclosure or grass land or cultivated Ground continuous to the permission which, the work or any part is being executed or. If any damage shall happen to the work in progress from any cause due to negligence of responsibility the decision of the Executive Engineer Shall be final and the contractor shall at his own expenses make good such Damage or it default, the Engineer-in-charge may cause the same to be made good and the contractor shall pay any expenses so incurred and the certificate of the Engineer-in-charge etc to the amount of such expenses shall be final and binding on the contractor.</p>	
<p>Clause 24: The contractor shall supply at his own cost all materials except Such special materials, if any, as in accordance with the contract be supplied from the Engineer-in-charge's stores, plant, tools, appliance, implement, ladders charge, tackle scaffolding and temporary works requisite 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 Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require, and liable for pay for the carriage of all such things to end from work. The contractor shall also supply without charge workman with the means and mater provision of Necessary for the purpose of setting out works, and for counting-wet assisting in the measurement or examination of the work, or material at any time. If the contractor fails to do so the same may be by the Engineer-in charge and the contractor shall pay the cost of the same as certificate, shall be final The contractor shall also provide all necessary fencing Lights required to protect the public from accident and shall bear the expenses defend every suit, action or other proceeding of few that may be brought up by any person for injury sustained owing to the neglect to the above perfections and shall also pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with consent of the contractor be paid to compromise any claim by any such person.</p>	<p>Contractor shall supply plant, scaffolding etc. Liable for damage arising from non provision of light, fencing etc.</p>
<p>Clause 25: The contractor shall not employ female labour in the execution work or any part</p>	

thereof within the limits of a cantonment.	
Clause 26: The contractor shall not assign or sub-let the contractor without the to do security deposit written permission of the Ex. Engineer and if the contractor does attempts so to do or becomes or commences any insolvency proceedings or makes of if Contractor to make any composition with his creditors or if becomes he or any of his servants or agents either directly or indirectly, gives, officers or promises any bribe, gratuity, gift, loan perquisite reward or advantage pecuniary or otherwise to any public officer or person in the employ, or Government in any relating to his office or employment or if any such officer or person shall become in any such officer or person shall become in any way directly interested in the contract without having first obtain the permission in writing of the Government the Ex. Engineer thereupon by notice in writing rescind the contract, and the security deposit at the contractor shall There upon stand fortified and be absolutely of the disposal of the Government and the consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled of recover or paid any work thereof actually performed under the contract.	
Clause 27: Any sum payable by the contractor as compensation under of these conditions shall be deemed to reasonable compensation for the Act or default in respect of which the same becomes payable without proof of without reference the actual amount of damages or loss sustained.	Sum payable by way of compensation without reference to actual loss
Clause 28: In the case of a tender by partners, contractor shall state the name of the and shall notify to the Engineer-in-charge any change in the constitution of the firm As such change occurs.	Change in construction of firm
Clause 29: In the clause of any work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with district specification and if there is no district specification, the work shall be carried out in all respect in accordance with instructions and requirement Of the Engineer-in-charge.	Action where no specification is given
Clause 30: In these conditions unless there is something in the subject or context repugnant to such on interpretation, expression ' work' mean the work to be done or executed under the contract whether such work is permanent or temporary and whether it is original, altered, substituted, or additional. Clause 31: The additions and deductions on account of percentage referred to at page 3 of the accepted tender, will be calculated on the gross and not on the net amounts of the bill for the work done.	Contractor's % whether applied to net or gross amount of bills stock put this
Clause 32.(1) In every case in which by virtue of the provisions of or section 12 sub-section (1) of the workman's compensation Act. 1932 Govt. is obliged to pay compensation to a workman employed by the contractor or any Sub-Contractor from him in the execution of the work Government will recover from the contractor the amount of the compensation so paid and without prejudice to The rights of the Government under section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting if either from the security amount deposited by the contractor or his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise. (2) Government shall not bound to contract any claim made against it under section 14, sub-section [i] of the said Act, excepts on the written request of the workman contractor and upon his giving to Government full security for all cost for which Government right become able in consequence of contesting the claim.	Clause in the case of a time and rate contract Compensation to the workman Notice to be given before the work is cover up

<p>Clause 33. Notwithstanding anything still indicated in the aforesaid clause the Government shall have power to retain any sum due to the contractor [s] and set off all claims against [them] whether assigning out of the particulars contract or out of any other transaction or contract called by him [them] alone or Partnership with there.</p>	Direction of work
<p>Clause 34. All disputes in respect of the contract arising between the contractor and the department will be put up to the Superintending Engineer, I.W.C-1, Kanpur and his decision shall be final legally, binding on both the parties.</p>	
<p>Clause 35. Contractor is liable for variations on either side entitling the contractor to compensation on his account</p>	
<p>Clause 36. Contractor shall himself make proper living accommodation, water and sanitary arrangements etc for labour which ordinarily should be arranged through the Employment Exchange, will give preference to Ex-serviceman. He will have to remove any undesirable labour if ordered by the department.</p>	
<p>Clause 37. Claims not preferred within 48 hours of occurrence are liable to be rejected.</p>	
<p>Clause 38. No extra payment shall be made to the contractor for making profiles and names in connection with the execution of the work as per G. O. No. 354 3B/66XXIII-IB II dated 2-6-1996.</p>	
<p>Clause 39. During the course of construction if any emergency is forwarded due to any clause or claims of works, the contractor shall send a registered notice to the Executive Engineer-in-charge within a fortnight of the origin of the claim. If he fails to do so or if he postpones submission of such claims till the completion of work, he will be entitled to no compensation.</p>	
<p>Clause 40. The contractor shall not influence of direct labour borne on the Muster Roll or by any other contractor, by paying higher wages or providing extra facilities without the permission of the Executive Engineer, and if he does so contrary to the above, he will be responsible for the loss or damages caused or claim by other parties and the decision of the Executive Engineer as to the amount of such damage shall be final and binding on both the parties.</p>	
<p>Clause 41. The agreement is subject to the standard specifications. The clearance of site shall be done by the contractor at his own expenses.</p>	
<p>Clause 42. Income tax at the rate of 2% shall be deducted from the bill in terms of sub-section(i) of section 194(c) of income Tax Act XVI of 1972.</p>	
<p>Clause 43. FOR FAMILY PLANNING PURPOSES IN CONTRACT. The contractor agrees to persuade all his labour and other employees, including casual labour employed by him to adopt family planning techniques (including vasectomy and tubectomy) on lines with policies and programs announced by the State Government from time to time in relation to the State Government is so far as may be applicable and to furnish to engineer-in-charge monthly report in this behalf. GO. No. 032/76-C-3/1975-76 dated 8 September 1976.</p>	

Schedule showing (approximate) materials to be supplied from the public work Stores for works contract to be executed and the rates at which they are to be charged for vide clause 12 of conditions.

Particulars	Rates at which the material be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Sign.of Contractor

Sig. of Sub-Divisional Officer

Executive Engineer

POWER OF ATTORNEY

(to be submitted on Rs 100/- non-judicial stamp paper)

E Tender Notice No. 23/EE/CSD-3K/2026-27 (LOT-1)

(To be submitted on Rs. 100/- non-judicial stamp paper)

Tender No.: _____

Work Description: _____

Name of Bidder: _____

“The undersigned (Name of LEGAL Authorize PERSON i.e. Proprietor/CEO/C&MD/ Director/Company Secretary/any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s whose registered address is and does hereby appoint Mr./Ms(name of authorized person signing the bid document)_(Designation) of M/s (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (**both digitally and manually**), conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. for supply of .The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s (Name of bidder).This Power of Attorney is effective immediately and shall remain valid and effective in full force before I/we withdraw or revoke it in writing (by fax or post) *with the intimation to, Uttar Pradesh.*

All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal or revocation

I hereby ratify and agree to ratify everything, which under this power of attorney shall do or purport to do by virtue of this power of attorney. Bid Inviting authority Irrigation and Water Resources Department Uttar Pradesh dealing with, may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of my attorney-in-fact as to any action taken.

Signed at _____ on this _____ day of _____ 20 _____, in the presence of the undersigned witnesses.

WITNESSES:

- 1. _____
- 2. _____

(Signature of witnesses with name & address)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

SIGNATURE OF THE LEGAL Signatory

(Name of person with Company seal)

E-mail id:

(By notary Officer)

State of (name of State) _____ of Republic of India

WITNESS my hand and official seal.

Signature (**Seal of notary officer with registration number**)