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10@vf/k0vfH0 2017&18	2- 2 l s 4 , e0, e0l kbZt dh ih0 xfcy yky dnyk D; kjh dh /kjh , oa Nuh gq h vkbD, l OdKM 4097 ¼1967½ ds vuq kj ¼tuin euijgh grqA	250?k0eh0	1-04 yk[k	500.00 Stationery Charge + 300.00\$G.S.T@28% Rs 84.00  uk%&fufonk eW;] tH0,l0VH0 LVskujh pktZ dh /kujf'k ds vyx&vyx MH0MH0 l yXu djuk vfuok; Z gksckA	rhu l lrg

; g fufonk@fcM l puk mRrj insk l jdkj dh osl kbV http://upgov.nic.in/, l puk foHkx dh osl kbV <http://information.up.nic.in/>, rFk y?kqfl pkbz foHkx ds osl kbV <http://minorirrigation.up.nic.in/>, rFk osl kbV <http://etender.up.nic.in/>, ij Hkh miyC/k gS rFk fufonk@fcM dh foLrr 'krZ fufonk@fcM i i = ds l kFk miyC/k gksch tks fufonk dh osl kbV ij viyKM jgschA Technical Evaluation by Tender Committee will be done offline e-envelope/sealed envelope of financial bid will be opened only for qualified bidders of technical bid. Financial bid will be opened online on dated 28.12.2017 at 15.00 hrs

## fu; e o 'krZ

- 1- b&VsMj ikVjy http://etender.up.nic.in ij ih&DokyhfQdsku rduhdh fcM] ds l kFk ftykf/kdkjh }kjk fuxZ pfj= iek.k i= ¼vkbDMhOVh0&1¼ gS l ; r iek.k i= ¼vkbDMhOVh0&2¼'kkl u }kjk fu/kkZjr vkbDMhOVh0&3 ¼kksk.kk 'ki Fk i=½ 100-00 : lk; s ds LVKEi isj ij ukVjh }kjk l R; kfir] vuHko iek.k i= 0; ki kj dj foHkx }kjk fuxZ fVu u0@G.S.T. esiat hdj.k iek.ki=] vk; dj i s u u0] vk; dj Dyhjl @ vkbDVh0vkj0 iek.k i= dh iekf.kr Nk; kifr , oa : 0 100-00 tQMF'k; y LVKEi isj ¼t l ij 1-00 : 0 dk j l hnh fVdV yxkdj vuqWk fy[kuk gksck dh nja 90 fnol rd ekU; gksch¼ /kjsj /kujf'k o vU; i i =@vfHky[k dh LdBM ifr mijkDr csl kbV ij vkW ykbu viyKM djuk vfuok; Z gksckA
- 2- Hkxhnhkj Qe] ifcyd@ikboV dEiuh }kjk fuEu tkudkj dh LdBM ifrfyi dks ih&DokyhfQdsku rduhdh fcM] ds l kFk b&VsMfjx ikVjy ij viyKM fd; k tkuk vfuok; Z gksck%& ¼dV&QeZ ds iat hdj.k dk iek.k i=A ¼kV&QeZ ea ekfyd duk gd l s l EcFu/kr MHMA
- 3- /kjsj /kujf'k] , u0, l 0 l h0] , QOMh0vkj0 tks dny jk'Vh; dr cfd }kjk fuxZ gS , oa vf/k'kkl h vfhk; Urkj y?kqfl pkbz iZ[k.M fQjst kckn ds i f k ea clW/kd gksuk vfuok; Z gS bl dh LdBM dKW h vkW ykbu viyKM djuk vfuok; Z gksckA /kjsj /kujf'k ds : i ea cfd xkj.Vh ekU; ugha gkschA 'kkl uknsk ea fufgr i kfo/kku ds vuq kj vuq fpr tkr , oa tutkr ds Bclnkjka ds fy, dk; Z dh yxR dh 2 ifr'kr /kjsj /kujf'k vuqW; gkschA 'kksk tekur dh l Ei wZ /kujf'k fu; ekud kj vuqWk ds l e; tek djuk vfuok; Z gksckA vuq fpr tkr , oa tutkr ds iek.k i= dh iekf.kr LdBM dKW h viyKM djuk vfuok; Z gksckA

- 4- mijkdR Øekad 1] 2 ,oa 3 ea vfdR ii=ka dh ew@iækf.kr Nk; kifR; kW l gk; d vfhk; Urk y?q fl pabZ fQjstckkn@eSuijgh] vf/k'kkl h vfhk; Urk] y?q fl pkbZ iZ{k.M fQjstckkn@v/kh{k.k vfhk; Urk] y?q fl pkbZ ork ejB ds dk; kÿ; ea fnukad 26-12-2017 dks vijklg 16%0 cts rd egjcln fyQkQs ea ftl ds , d i"V ij b&VsMj ikVÿ ij viykm fd; s tkus dk iæk.k i= pLk fd; k tk; rFk nñ js i"V ij dk; LFky dk uke , oa Bðnkj dk uke o irk vñdr gks tek djus gksxa vU; Fkk mudh fcM dks Unresponsive ekurs gq dkbZ fopkj ugh fd; k tk; sxA
- 5- fufonknrk dks ; i h0 byðV/fuDI dkj i kÿsku fy0 y[kuÅ ea b&VsMjæ grqiat hdr gksuk vko'; d gksxA mDr dkj i kÿsku ds ek/; e l s b&VsMjæ grq i f'k{k.k dh dk; bkgh iwZ djuh gksxA
- 6- fu; ekuq kj ns th0, l OVh0] vk; dj] LVÿi M; Wh] jk; YVh] dh ipfyr nj ds vk/kkj ij dkVh tk; sXh] ,oa vuqU/k ds l e; fu; ekuq kj LVÿi M; Wh dh tekur /kujk'k tek djuh gksxA
- 7- vko'; drkuq kj dk; Z dh ek=k ?kVkbZ@c<kbZ tk l drh gSftl ds fy, fufonknrk dk dkbZ Dy& ekU; ugha gksxA
- 8- ; g eku fy; k tk; sX fd fufonk nñs okys us y?q fl pkbZ foHkkx ds Li shk'Qdsku o fufonk ds l kFk l yXU 'krkã/kkjvka o fu; eka dks /; kui wZ i < o l e> fy; k gSog muds vuq kj dk; Z djus dks l ger gÅ , dckj fufonk ii= tek djus ds mijkdR dkbZ i kFkZki = Lohdr ugha gksxA
- 9- bl fufonk dks iwZ ; k vk'kad : i l sfujLr djus dk iwZ vf/kdkj fcuk dkj.k crk; s v/kkgLrk{kjh ds ikl l jf{kr jgxA fufonk eanh xbZ njka dh oßrk rhu ekg gksxA
- 10-; g l Kku ea vkus ij fd fdl h fufonknrk }kjk vU; l EHkkfor fufonknrk dks bl fufonk i f0; k ea Hkkx ysus , oa Mkyus l s jkd k x; k gks ; k /kedh nh xbZ gks rks , d s Bðnkj ds l kFk ; fn vuqU/k Hkh gks x; k gS rks ml ds l kFk fd; k x; k vuqU/k fujLr dj fn; k tk; sxA
- 11-dkbZ fufonknrk tks jkT; l jdkj }kjk dkyh l ph eantZ gÅ og fufonk i f0; k ea Hkkx ugha ys l dsxA
- 12-jkT; okj dkma fyx ea iat hdr dkbZ Hkh fdl h vf/koDrk fufonk i f0; k ea Hkkx ugha ys l dsxA
- 13-; fn dkbZ fufonknrk fu/kkZjr fof/k ,oa i f0; k ds fo: ) vuqU/k djus grq l {ke ikf/kdkjh ij nckc@vl e; d vl j Mkyrk gS rks izuxr fufonknrk dh U; ure fufonk dh l Fkfr ea Hkh ml dh fufonk fujLr dh tk l dsxA
- 14-fo'kSk i fjLFkfr; ka ea fufonk [kkyus dh frfFk@l e; ea ; fn dkbZ i f jorU gkrk gS rks ml dh l puk ukSVI okWZ ij miyC/k dj k nh tk; sXh
- 15-'kkl unks l Z; k 622 fnukad 08-06-2012 ds vUrxr Bðnkj dks 10 ifr'kr fcyk nj rd 0-5 ifr'kr ifr 1 ifr'kr de nj ij rFk 10 ifr'kr l s vf/kd fcyk nj ij 1 ifr'kr ifr 1 ifr'kr de nj ij vfrjDr fl D; ksjVh , oa ij Qkbl xkj.Vh nñh gksxA
- 16-fcuk vkSpR; ,oa fcuk fdl h vk/kkj ds njæ Mkyus tkus ij fufonk fujLr fd; s tkus ,oa fufonknrk ij fu; ekuq kj dk; bkgh dh tk; sXh
- 17-, d s fufonknrk ftuds l xs l Ecl/kh ; k utnhd fj'rnkj ÿi Fke CyM fjysku ; k muds ifr@iRuh i Z{k.M@e.My dk; kÿ; e] i Z{k.Mh; y[ k f/kdkjh vFkok v/kh{k.k vfhk; Urk] l s voj vfhk; Urk] ds e/; fdl h in@Jskh ea rñkr vf/kdkjh gkÿ dks fufonk Mkyus dh vuqfr ugha gksxA ; fn dkbZ Bðnkj vFkok ml ds LVkQ ea bl idkj ds dkbZ vf/kdkjh@depkjh ik; s tkrs gS rks mudk vuqU/k fujLr dj fn; k tk; sxA
- 18-l 'krZ ; k viwZ fufonk; a vFkok ifr'kr eanh xbZ njafdl h Hkh n'kk ea ekU; ugha gksxA
- 19-fufonknrk vius glrk{kj ds uhs viuk ijk uke] ekckby u0 o irk l kQ&l kQ fy[kÅ ml h irs ij ml l s vuqU/k l Ecl/kh i= 0; ogkj fd; k tk; sxA ; g eku fy; k tk; sX fd foHkkx }kjk ml irs ij Hksts x; s l Hkh i= fufonknrk dks fey x; s gÅ ml irs ij Hksts x; s i=ka dh ikfir dk vprd icU/k djus dh ftEenkh fufonknrk ij gksxA
- 20-vuqU/k l s l EclU/kr l Hkh fookn dk Q\$ yk vki l ea cBdj Bðnkj o l gk; d vfhk; Urk@vf/k'kkl h vfhk; Urk ds chp u gksus ij fu.kZ kFkZ idZj.k v/kh{k.k vfhk; Urk] y?q fl pkbZ ork ejB ds l e{k l Lr q gksxa vk\$ ml dk fu.kZ Bðnkj o l gk; d vfhk; Urk@vf/k'kkl h vfhk; Urk nñka ij ekU; gksxA
- 21-fufonknrk dks ; g l fuf'pr djuk gksk fd l kexh dk ifjogu Lohdr {kerk l s vf/kd u gÅ Lohdr {kerk l s vf/kd eky ds ifjogu dh l Fkfr ea foHkkx }kjk xBr vuqU/k Lor% fujLr l e> k tk; sxA

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22-fufonknrk dks 50 ekbØksu dh fti; Ør i klyhfku cS ea ih0xfoyd dk l sig Hkh Øekad 04 ea mYyf[kr  
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**LETTER OF TRANSMITTAL**  
**(TO BE FILLED BY THE APPLICANT)**  
**For pre-qualification**

To,

**Executive Engineer**  
**Minor Irrigation Division Firozabad.**

NAME OF WORK: - Supply of P.Gravel 2 to 4 mm size as per I.S. 4097 (1967)

Sir,

Reference to your advertisement No..... dated...

I/We are interested in getting ourselves qualified in technical bid for the aforesaid work.

Enclosed herewith please find the questionnaire duly filled in along with the document listed below for perusal and consideration. I/We agree to abide by the terms and conditions as stipulated in Pre Qualification Technical Bid documents and to be prescribed by the Minor Irrigation Department, Uttar Pradesh from time to time in this respect.

List of documents enclosed :-

- (i)
- (ii)
- (iii)
- (iv)
- (v)
- (vi)

Your's faithfully

Name...

Designation :

(For and on behalf of contractor)

SUPERINTENDING ENGINEER  
MINOR IRRIGATION CIRCLE  
Meerut

CONTRACT BOND

THIS AGREEMENT made this..... day of..... year .between the Governor of Uttar Pradesh (hereinafter called the Government) represented by the..... on the part and shri/Ms.....any registered under Indian company Act, having its registered. WHEREAS the Government is desirous of starting the actual construction of these works at an early date for the benefit of the people and WHEREAS M/s..... have offered to undertake to work as per specification and condition mentioned hereinafter.

NOW THEREFOR, it is agreed between the parties as follows :-

ARTICLE -I

**SCOPE OF WORKS :**

The contractor shall perform faithfully everything required to be performed and shall furnish all the labour, materials, tools and equipment required to perform and complete in a workman like manner all the work covered by the contract documents in strict accordance with the drawings and conditions of contract, technical provisions including annexure and list of corrections and amendments to drawings and conditions of contract and technical provisions, which are part of this contract and in strict compliance with the contract documents, shall do everything required by this contract and the other documents constructing a part thereof.

**PAYMENTS :**

ARTICLE - II

The Government will have sufficient funds in Indian currency for the execution of the works and will pay the contractor in Indian currency for the satisfactory performance of this contract and in accordance with the provisions embodied in the documents made a part of this contract.

**MINOR IRRIGATION DEPARTMENT**

**UTTAR PRADHESH**

EXECUTIVE ENGINEER MINOR IRRIGATION

DIVISION- **FIROZABAD.**

PREQUALIFICATION OF TECHNICAL AND FINANCIAL BID

FOR

**CONSTRUCTION OF CHECKDAM**

DIVISION- **FIROZABAD.**

Bid Reference: 755 /M.I/TECH/TENDER/2017-18 Date 05.12.2017

E Tender Portal: <http://etender.up.nic.in>

**CRITICAL DATES**

Sr.No.	Particulars	Date	Time
1	Publishing Date		
2	Bid Submission Start Date	19.12.2017	09.00
3	Bid Submission End Date	26.12.2017	15:30
4	Technical Bid Opening Date	27.12.2017	13:00
5	Financial Bid Opening Date	28.12.2017	15:00

Place of Opening e-Bids: ..OFFICE OF SUPERINTENDING ENGINEER CIRCLE Meerut (U.P.)

EARNEST/SECURTY DEPOSIT 10% OF APPROX COST OF WORK AS PER TENDER NOTICE.

**E-BID NOTICE**  
PRE QUALIFICATION OF TECHNICAL BID  
FOR  
**CONSTRUCTION OF CHECKDAM MINOR**  
**IRRIGATION DIVISION- FIROZABAD..**

Online e-bids are invited from contractors/firms from 19.12.2017 at 9:00 A.M. to 26.12.2017 up to 3:30 P.M . The e-Bids shall be opened on 27.12.2017 at 1:00 PM or afterwards. The details of submission of e-Bids are available in the e-Bids document uploaded on the e-Tender portal <http://etender.up.nic.in/and> website <http://minorirrigation.up.nic.in/> the tendering authority reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

Executive Engineer  
Minor Irrigation  
**Firozabad.**

Bid Reference 755 /M.I/Tech/Tender/2017-18 Date- 05.12.2017

**TIME OF COMPLETION :**

The work to be performed under this contract shall be commenced by the contractor within five days of the date of receipt of notice to start the works and shall be diligently executed and completed ready for handing over to the Engineer-In-charge before due date of completion. As the work to be performed under this contract is to be done within 60 days. The contractor shall plan his work and arrange the machine e.g. earth moving machine (Poclain), Concrete batching and mixing plant, generator, vibrator, truck, vibro compactor , pump, aterials, labour, T&P etc. in such a manner that the work is commenced immediatly. The work shall be diligently executed and completed within the stipulated period given in the agreement and should be ready for handing over to Engineer-In-charge before 60 days from the date of notice.

**ARTICLE -IV COMPONENT PARTS OF THE CONTRACT :**

This contract consists of the following five component parts all of which are as fully a part of this contract as if here in setout verbatim or if not attached as if here to be attached.

- Part - I (i) Contractors warranty.  
(ii) Schedule of quantities and bids.
- Part - II Conditions of Contract.
- Part - III Technical provisions & specifications.
- Part - IV Drawings
- Part - V Additional papers as per Index.

Witness : Signed by Contractor

- 1.
- 2.....

Witness : Signed by ...

1..... Signed by ..... For and On behalf of the Governor of Uttar Pradesh.



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gLrk{kfjr LVEi fufonk ds l kFk i f"kr djuk vfuok; gA

vuqU/k

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fy, -----VSMj ukSVI l [; k  
, oafnukd -----VSMjnkrk dk uke

mRrj in'k ds jkT; iky egkn; }kjk VSMjnkrk dks ml ds VSMj ij fopkj djus  
ds l EclU/k ea ik= 0; fDr eku fy, tkus ds QyLo: i VSMjnkrk , rn}kjk bu 'krZ ij  
viuh l gefr nrk gS fd og mijkDr VSMj vkef=r fd; s tkus ds iR; Rrj ea Hkst k x; k  
viuk iLrko VSMj [kksys tkus ds fnukd l s 3 ekg ds Hkhrj oki l ugha yxkA l kFk gh  
bl 'krZ j Hkh viuh l gefr nrk gS fd ; fn VSMj iLrR djus ds ckn VSMjnkrk mDr  
vof/k ds Hkhrj viuk iLrko oki l ys yrk gS rks ml ds }kjk tek dh xbZ c; kus dh  
/kujkf'k mRrj insk "kkl u }kjk foodkuq kj tGr dh tk l drh gA VSMjnkrk , rn}kjk  
bl ckr ds fy, l ger gS fd ; fn viuk VSMj iLrR djus ds ckn og VSMj ea dkbZ  
l 'kksku] ifjorZu vFkok vad 'kksku dj} tks foHkx dks Lohdkj u gk} vokouNr 'krk ds  
iz; kstufkZ ; g l e>k tk; xk fd VsMjnkrk us viuk iLrko oki l ysfy; k gA

vkt fnukd ----- dks gLrk{kj fd; k x; kA

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- 1-
- 2-

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irk

v/kh{k.k vfhk; Urk

MINOR IRRIGATION DEPARTMENT UTTAR PRADESH  
Division **Firozabad.** Sub – Division **Firozabad**  
ITEM RATE TENDER  
OF CONTRACTS

Name of work... Supply of P.Gravel 2 to 4 mm size as per I.S 4097(1967)

Name of contractor...

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE  
OF CONTRACTORS**

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of, and signed by the Superintending 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 tenderer and the percentages, if any, to be deducted from bills. This set of contract documents consisting of copies of drawing and details of the proposed work specification, schedule of quantities of various items of works and a form of the printed conditions of contract together with the form of tender to be used signed for the purposes of identification by the Sub-Divisional Officer/ Executive Engineer and approved by the authority competent to make the contract shall be available for the public inspection at the office of the Sub-divisional officer / Executive Engineer during the office hours.

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

3. Receipt for payments made on account of work when executed by a firm must also be

signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

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

5. (i) The Executive Engineer or his duly authorised assistant will open tender in the presence of any intending contractors who may be 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, a receipt for the earnest money forwarded herewith shall thereupon be given to the contractor, who shall thereupon for the purpose of identification, 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 such 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 orders. 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 being 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 Forms 85 and 86. Earnest money received in currency notes shall be returned to unsuccessful tenders as soon a

their tenders are rejected after the usual receipt being taken.

6. The accepting authority shall have the right of rejecting all or any of the tenders.

7. The receipt of an accountant or a clerk for the earnest money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer/ Executive Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional Officer/ Executive Engineer.

8. The memorandum of work tendered for shall be filled in and completed in the Office of the Sub-Divisional Officer/ Executive Engineer before the tender form is issued.

9. The amount of the earnest money should ordinarily be -

- |  |           |     |
|--|-----------|-----|
| (a) When the amount of the tender does not exceed                          | Rs. 2,000 | 10% |
| (b) When exceeding Rs. 2,000 and not exceeding                             | Rs. 5,000 | 10% |
| (c) When exceeding Rs. 5000 and not exceeding                              | Rs.10000  | 10% |
| (d) For each additional Rs. 5,000 or portion of a further sum of Rs. 5,000 |           | 10% |

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

Note - The Officer calling for tender may, in special cases where it would be inconvenient for tenderers to deposit money into Government treasury, relax the rule and permit contractors to deposit earnest money with him in cash or currency notes upto a limit of Rs. 100 instead of into a treasury. Such deposit should be treated as "Public work Department deposit."

**TENDER FOR WORK**

"I" OR "We"

Hereby tender for the execution for the Governor of Uttar Pradesh of the works specified in the underwritten memorandum within the time specified in each memorandum at the rate specified therein, and in accordance in all respects with the specification, designs, drawings and instructions in writing referred to in rule 1 there of and in clause 2 of the conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

**MEMORANDUM**

- (a) If several sub-work are included they should be detailed in a separate list.
- (b) Vide rule 9 on Page 2

- (a) General description
- (b) Estimated cost Rs.
- (c) Earnest Money Rs.
- (d) Time allowed for the work from date of written order to commence ..... months.

<p>(c) Strike out the alternative and attach Signature to it. N.B.-(When tenders are to be submitted at a percentage above or below the rate in the sanctioned estimate the information in all the column should be filled by the sub-Divisional Officer/Executive Engineer. 2. In the case of works when contractors are required to quote their own rates for the different items of works the column (f) should be left blank for the tenderer to fill in.</p>	Item No.	Item of work	Approximate number or quantity	Unit	Per	(e)Rate Tendered (e) Sanctioned			
						(f) in figure	(f)in word		
						Rs.	P.		
	As per Schedule "A Bill of quantity"								

\_\_\_\_\_ tender at \_\_\_\_\_ percent above/below rates entered "I OR "WE" Above.

\_\_\_\_\_ tender at the above rates.

Should this tender be accepted I or we hereby agree to abide by and fulfill 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.

The sum of Rs ..... is herewith forwarded in currency notes as earnest money the full value of which shall be retained by the Government on account of the security deposit specified in Clause 1 of the said conditions of contracts.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 200

Witness-----

Address-----

Occupation-----

Strike out the alternatives and attach signature to it.

Give particulars and number.

Signature of witness of contractors signature

Date \_\_\_\_\_ Sub-Division Officer \_\_\_\_\_ Sub-Division

Signature of contractor before submission of tenders

Date \_\_\_\_\_ Executive Engineer \_\_\_\_\_ Division

Here enter Recommend of no recommended

Date the \_\_\_\_\_ Superintending Engineer \_\_\_\_\_ Circle

Signature

Irrigation Works Signature

The above tender is hers by accepted by me on behalf of the Governor of Uttar Pradesh .

Signature of Official designation of the Accepting authority.

Date the \_\_\_\_\_ Day of \_\_\_\_\_ 200

**CONDITIONS OF CONTRACT**

CLAUSE 1 :- The person or persons whose tender is accepted (hereinafter called the contractor) shall within one week after his or their tender has been accepted deposit with the Government of Uttar Pradesh (hereinafter called the "Government"

Provided that in case the payment of the final bill is not made within six months of the completion of the works 75% of the amount of the Security money can be refunded with the prior approval of the authority next higher to the person accepting the contract on behalf of the Government.

All compensation or other sums of money payable by the contractor to Government under the term of this contract may be deducted from or realised by the sale of a sufficient part of his security deposit, or from the interest arising therefore or from any sum which may be due or may become due to the contractor by Government or on any account whatsoever and in the event of his security being reduced by reason or any such deduction or sale as aforesaid, the contractor shall within ten days thereof made good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted, from or raised by sale of his deposit or any part thereof.

Security  
Deposit  
  
Compensation  
for Delay

**EXPLANATION :-**

For the purpose of this clause if the work under this contract includes construction, reconstruction or repair of any structure having roof it, the whole work will be classed as building work.

**CLAUSE 2(A) :-** Time is the essence of the contract. The contractor shall commence and shall complete the work covered by the tender on the dates fixed by the ..... engineer for commencement and completion of such work and shall in the interval between those dates keep the work upto the schedule of quantities and dates shown in the progress statement to be signed by the contractor and attached to the tender. If the work falls in arrears of the Progress Statement either in quantity or in time, then for every day that the work is so in 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 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 tender.

Compensation  
for delay

**CLASUE 2(B) :-** To be used instead of 2 (A) when the later is from the nature of the work Impracticable.

CLAUSE 2(B) :- Time is the essence of the contract. The contractor shall

default nor shall such abstention absolve the contractor from liability to any compensation for any default which he may have made.

**CLAUSE 4** :- If the .....Engineer exercises any of the powers given to him by clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the work, or the site thereof and belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, and may pay or allow the contractor for the same at the contract rates, or in the case of these not being applicable, at current market Estimate of time rates to be certified by the .....Engineer whose certificate thereo shall be final and if the.....Engineer does not desire to do so,the.....Engineer may by notice in writing to the contractor or his clerk, to the work foreman or other authorized agent require him to remove such tools, plants materials or stores from the premises (Within a time to be specified in such notice), and if the contractor fails to comply with any such requisition the .....Engineer may remove them at the Final Certificate contractor's expenses and at his risk in all respects by auction or private sale and certificate of the .....Engineer as to expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

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

CLAUSE 6 :- On completion of the work contractor shall send a registered notice to the Divisional Officer (hereinafter called Engineer-In-charg giving the date of completion and shall also send a copy of such notice to the Executive Engineer/Superintending Engineer and shall request the Engineer-In-char to give him certificate of completion. No Payment on intermediate certificate to b



such certificate will be given nor shall the work be considered to be completed regarded as until the advance.

contractor has removed from the premises on which the work has been executed all

scaffolding surplus materials and rubbish and cleaned all wood work, doors, windows,

walls, floors or 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 do so, and may sell such scaffolding and materials as have not been removed by the contractor and the contractor shall forthwith pay all expenses so incurred and shall have no claim in respect of any such scaffolding, surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion the work shall be measured by Engineer-In-charge whose measurement shall be binding and conclusive against the contractor.

inability to complete the work

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

Lump sum in Estimates

Bills to be submitted monthly

**CLAUSE 8 :-** If the contractor abandons, or is unable to complete the work,

the ..... Engineer-In-charge may certify in writing the value of the work

special description of material to be supplied from the Engineer-In-charge store or it is 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 therefore as hereinafter mentioned being so far as practicable and for convenience of the contractor specified in the schedule here to annexed but not so as in any way to control the meaning or effect of this contract) the contractor shall be supplied with such materials and stores as may from time to time be required by him for the purpose of the contract but only for such purpose and he shall pay for the same at rates specified in the said schedule or if no rate is so specified at cost price as defined in clause 13 thereof.

Stores  
imported from  
Europe to be  
obtained from

All materials so supplied to the contractor will become the property of the contractor but shall not on any account be removed from the site of the work until the whole work is certified to be completed by the Executive Engineer except with the written permission of the Executive Engineer, and shall at all times be open to inspection by the

Government.

Engineer-In-charge The executive Engineer shall however have the option to take over any such materials, if unused at time of the completion or termination of the contractor the specified issue rate or the current market rate whichever is less.

CLAUSE 12(A) :- In case where the contractor is himself to supply the material he must obtained the articles required for the construction of the work from the executed in firms with

Work to be  
accordance with

which the Director of Industries made arrangement while in the case of material supply for which no such arrangements has been made by the Director of drawings orders Industries but in respect of which officers have in consultation with consuming etc.

Specification, for

departments prescribed specification and/or test the material supplied by the contractor must conform to such specification and/or test.

CLAUSE-12 (B) :- Provided always that the contractor shall not be entitled to any compensation for damages caused or loss sustained by him due to no or late supply of materials of store by the Engineer-In-charge for the reasons beyond his control.

Alteration in  
specifications  
and designs

CLAUSE-13 :- All articles required by the contractor for the construction of the work and which the contractor is to supply himself, shall be obtained by the contractor from the firms with which the Director of Industries has made arrangements and if for the supply of any articles no such arrangements have been made, any such articles supplied by the contractor shall conform to such specification and/or tests, if any, as may be prescribed by the Director of

Do not invalidate

Industries in consultation with the consuming department.

CLAUSE -14 :- The contractor shall obtain from the stores of the Engineer-In-charge all such imported stores or materials as may be required in any considerable quantity for the work or any part thereof or for making up articles required thereof or in connection there with. The value of such stores and articles 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 contract and if they are not entered in 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 whatsoever which shall have been incurred on obtaining delivery of the same at the stores aforesaid, the Executive Engineer may issue materials to a contractor from existing stock if he asked for any excess of those entered in Schedule. In such cases the price charges will be stock rate or market rate whichever is greater.

CLAUSE -15 :- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and in every respect in strict accordance with the specification both as regards materials and otherwise. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-In-charge and lodged in his office, and the contractor shall be entitled to inspect the same during office hours and may at his own expenses have copies of the specification and of all such designs, drawings and instructions as aforesaid made for his own use.

CLAUSE -16 :- The Engineer-In-charge shall have power to make such alteration in or additions to the original specifications, drawings, designs and instructions as may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-In-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be so directed to do shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the contract.

Extension of time in  
consequence of alterations

Rates for additional work not in estimate or schedule of rate of the district.

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

specification provides or that any materials or articles provided by the contractor are not in accordance with the contract, he may, notwithstanding that such work, materials or articles may have been passed, certified or paid for, serve the contractor with notice in writing specifying the work, materials or articles of which he complains and requiring the contractor to remove such defects or to replace such materials or articles within

a specified period of time .If the contractor fails to comply, in all respect with the requirements to any such notice within ten days after the expiration of the period specified in that notice the Engineer-In-charge may himself remedy such defects, or as the case may be, replace such materials or articles and contractor shall pay all expenses

incurred by the Engineer-In-charge in so doing and the certificate in writing of the Engineer-In-charge as to the amount of any such expenses shall be final and binding upon the contractor.

CLAUSE 18(A) :- Government shall have the right to accept at the reduced rate 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 sub-standard or defective work, audit and technical examination, any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract but found not to have been actually executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause above or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by Government to the contractor. Provided that the sub-standard or defective work accepted is not considered to be seriously defective by the Engineer-In-charge and the rate of the work accepted is suitably reduced by him to compensate the government and such reduction will be binding on the contractor.

Clause 19 :- (A) No labour below the age of 14 years shall be employed on the work.

Clause 19 :- (B) The contractor shall pay to his labourers a fair wage

Clause 19 :- (C) The contractor before he commences 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 Executive Engineer, and (b) send a copy of the notice to Executive Engineer.

Clause 19 :- (D) The contractor shall be bound and shall be responsible to comply with the provisions of the labour laws in force in the state of Uttar Pradesh and Madhya Pradesh including the Minimum Wages Act or any enactment in super session, extension or modification there of which may be passed at any time or from time to time by a competent legislative body and may have effect in the state of Uttar Pradesh/Madhya Pradesh and the rules and regulations made there under or any amendments or modifications there of for 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 nor claim nor shall be entitled to any additional payment for the reason that he failed to take into account any such expenses in his tender or that any subsequent amendments in such laws or rules have changed the basis on which he worked out such expenses while submitting his tender. In every case in which by virtue of the provisions of the labour laws in force in the state of Uttar Pradesh/Madhya Pradesh and the rules and regulations made there under, the Government is obliged to pay any sum in the execution of the work. Government will recover from the contractor the amount so paid, and without prejudice to the other rights of the government, the Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause 1 of these conditions or from any other sum due by government to the contractor whether under this contract or otherwise.

Notice to be given before work is covered up.

Direction of work.

CLAUSE- 19 :- (E) The contractor shall engage labour for the work through the nearest Employment Exchange.

Clause 19 :- (F) The contractor will request the employment exchange to provide him labour on wages to be mentioned by him which shall not be less than the fair wages for the locality of the work to be fixed by the Superintending Engineer in consultation with the district magistrate concerned. He will also specify the period of the supply of labour which shall not be less than a week from the date of contractor's request for labour at the employment exchange. If employment

Contractor liable for damage done and for

exchange fails to supply labour within the specified period the contractor will have option to engage labour from other sources.

imperfections for three months after certificate.

Clause 19 :- (G) The labour employed through employment exchange will be kept apart with and shall have no preference over the labour engaged by the contractor privately as regards their transport, wages, 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 is not satisfied with it, but he will give due information of the discharge of labour to the exchange.

Contractor to supply plants, ladders, scaffolding etc.

Vide G.O. 1318-IBD-50/XXIII-1B Dated 26.05.1950

CLAUSE 20 :- In order that the work may be measured and the correct dimensions thereon be taken, the contractor shall not cover up any part of the same or otherwise

place it beyond the reach of measurement until he has either obtained the consent in writing of Engineer-In-charge or of the subordinate in charge of the work or until he has given to Engineer-In-charge or to such subordinate five days notice in writing that the

work is ready for measurement. If the contractor covers up any work of places it beyond reach of the measurement without such consent and before the expiration of the period of such notice, the contractor shall either, as he may elect strip such work at his own expense in order that it may be measured or shall forfeit the price of such work and of the materials used in its construction.

And liable for damages arising from non-provision of light, fencing etc.'

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

CLAUSE 22 :- Except where otherwise specified in the contract the decision of the ..... Engineer for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before, mentioned. The decisions of such Engineer as to the quality of workmanship or material used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design or drawing, work not t

Female labour not to be employed.

work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-In-charge shall be conclusive as to such proportion. If the additional work includes any item for Action and

specification estimates, instructions, order or these conditions, or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment of the contract by the contractor shall also be final, conclusive and binding on the contractor.

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

CLAUSE 24 :- The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-In-charge stores) plants, tools, appliances, implements, to be ladders, cordage, tackle, scaffolding and temporary works, requisite for the proper execution of the work, whether original, altered or substituted and whether reasonable included in the specifications or other document forming part of the contract as referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-In-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require and shall pay for the carriage of all such things to and from the work. The contractor shall also supply without charge works man with the means and materials necessary for the purpose of setting out of works and for constitution of counting, weighing and 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 provided by the Engineer-In-charge and the contractor shall pay the cost of the same as certified by the Engineer-In-charge whose certificate shall be final. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall bear the expense of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing

be sub-let  
contract may be  
rescinded and  
security deposit  
forfeited if  
subletting,  
bribing or  
contractor  
become insolvent.

Sum payable by  
way of  
compensation

to neglect of the above precautions, and shall also pay any damages and costs which maybe awarded in any such suit, action or proceeding to any such persons or, which may with the consent of the contract be paid to compromise any claim by any such person. Definition of work

CLAUSE 25 :- The contractor shall not employ female labour in the execution of the work or any part thereof within the limits of a cantonment. contractors percentage

CLAUSE 26 :- The contractor shall not assign or sub-let the contract without the written approval of the .....Engineer and if the contractor does or attempts to do so or becomes insolvent or commences any insolvency proceedings or make attempts to make any composition with his creditors, or if he or any of his servant or agents either directly or indirectly, gives offers or promises any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any public officer or person in the employ of Government in any way relating to his office or employments or if any such officer or person shall become in any way directly or indirectly interested in the contract without having first obtained the permission in writing of the government the .....Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract has been rescind under clause hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract. whether apply to net or grass amount of bills (strike out this clause in the case of an item rate contract.)

CLAUSE 27 :- Any sum payable by the contractor as compensation under any of these conditions shall be deemed to be reasonable compensation for the act or default in respect of which the same becomes payable without proof of the actual amount damages or loss sustained. Compensation to workmen.



CLAUSE 28 :- In the case of tender by partners, the contractor shall state the name of the members of the firm and shall notify to the Engineer-In-charge any change in the constitution of the firm as soon as such change occurs.

CLAUSE 29 :- In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the I.D. specification, and if there is no I.D. specification, the work shall be carried out in all respects in accordance with instructions and requirements of the Engineer-In-charge

CLAUSE 30 :- In these conditions unless there is something in the subject **or context** repugnant to such an interpretation, the expression work or works 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 addition and deductions on account of the percentage referred to at relevant page of the accepted tender will be calculated on the gross, and not the net amounts of the bill for the work done.

CLAUSE 32:-

I - In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen' Compensation Act, 1932, Government is obliged to pay compensation to workmen employed by the contractor by 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 Government under, section 12 sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor or to his credit under clause 1 of these conditions or from any other sum due by Government to the contractor whether under this contract or otherwise.

which no rate is 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 rate for such work, then the contractor shall not begin such work until a rate in respect of such work, has been settled by mutual agreement between him and the Engineer-In-charge with 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 by 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 dispute, the decision of the Superintending Engineer shall be final and binding on the contractor.

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

CLAUSE- 18 :- If the Engineer-In-charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior to those for which the Compensation payable in case of bad work.

done by the 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.

**CLAUSE 9** :- When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved, or the part of the work in question at the same rates as are payable under this contract for other such items of work, unless the parts 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 upon which payment is to be made in such cases and as the amount to be paid.

**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 be taken all measurements necessary for checking the contractor's bill and adjusting his claim as speedily as possible. If the contractor does not submit his bill within the time so fixed, the Engineer-In-charge may after giving the contractor.....day's notice in writing measure or depute some one 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 passed on such measurements and any bill so drawn up shall be binding on the contractor. If the contractor fails to attend when such measurement are taken, such measurements shall be binding on him, and if he attends but refuses to sign the list of measurement the matter shall be referred to the immediate superior of the Engineer-In-charge whose decision shall be binding on the contractor.

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

**CLAUSE 12** :- If the specification or estimate or the work provides for use of any

Bills  
on printed form..

to

be

Store  
by Government.

supplied

II- Government shall not be bound to contest any claim made against it under section 11, sub-section (1) of the said Act, except on the written request, of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting the claim.

CLAUSE 33 :- Notwithstanding anything stipulated in the aforesaid clause, government shall have power to retain any sum due to the contractor (s) and sell of all claims against him (them) whether arising out of the particular contractor out of any other transaction or contract held by him (them) alone or in partnership with others.

CLAUSE 34(A) :-

I- If the contractor considers any record or ruling of the Engineer-In-char or his representative in respect of any of the provisions of this contract to be unfair or considers any work demanded by him, to be outside the requirement of the contract, he shall immediately ask upon such record or ruling being made or such work being demanded, in writing for written instructions or decisions on receipt whereof, he shall proceed without any delay, to confirm to the record or ruling or to perform the work demanded and within 15 days after date of receipt of the written instruction or decision, he may file written protest to the Engineer-In-char stating clearly and in detail the basis of his objection. Except for such protest objections as or made on record in the manner herein specified and within the limit stated, rulings, instruction or decisions of the Engineer-In-char shall be conclusive and binding on the contractor. Instructions and/or decisions of the Engineer-In-char contained in letter transmitting drawing to the contractor shall be considered as written instructions, decisions, subject to protest or objection as herein provided.

CLAUSE 34(A) :-

II If the contractor is dissatisfied with the final decision of the Engineer-In-char on the protest or objection made by the contractor in accordance with the procedure prescribed in clause 34 (A) (i) the contractor in accordance may within twenty eight (28) days after receiving notice of such decision, give notice in writing to the Engineer-In-char requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at issue. If the contractor fails to give such

notice within the period of 28 days as stipulated above, the decision of the Engineer-In-charge shall be conclusive and binding on the contractor.

CLAUSE 34(A) :-

III Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the arbitrator of ..... or any person nominated by him. It will be no objection to any such appointment that the arbitration so appointed is a Government servant that had to deal with the matters to which the contractor relates and that in the course of his duties as Government servant had expressed views on all or any matter in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason ..... shall either enter upon the reference himself or appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage it was left by his predecessor. No person other than a person appointed aforesaid should act as arbitrator and if for any reason that is possible, the matter is not to be referred to arbitrator at all. That the party invoking the arbitrator shall specify the dispute or disputes to be referred to arbitrator together with the amount or amounts claimed in respect of each disputes. Subject as aforesaid the provisions of the "Arbitration and conciliation Act 1996" any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

CLAUSE 34(A) :-

IV- If work under the contract has not been completed when a dispute is reconstituted during the arbitration proceedings and no payment due to the contractor within the provision of the contract shall be withheld on account of arbitration proceedings unless authorized or required by the arbitrator.

CLAUSE 34(A) :-

V- The cost of such arbitration shall be borne by the parties or party as decided

by the arbitrator.

CLAUSE 34(B) :- Every dispute, difference or question which may arise between the parties here to or any person claiming under them, touching or arising out or in respect of this deed or the subject matter there of shall be referred to the arbitration of or any person nominated by him. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matter to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in disputes or difference. In the event to the arbitrator to whom the matter is originally referred being transferred or vacating his office or unable to act for any reason..... shall either upon the reference himself or appoint another person to act as arbitrator. Such person shall act from the stage it was left by his predecessor.

CLAUSE 34(B) :-

II- No person other than a person appointed as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitrator at all.

CLAUSE 34(B) :-

III- The party invoking the arbitrations shall specify the dispute or disputes to be referred to arbitration together with the amount or amounts claimed in respect of such dispute. Subject as aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment there and the rules made there under and for the time being in force shall apply to the arbitration proceedings. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

CLAUSE 35 :- Quantities are liable to variation on either sides to any extent without Work to be

Executed in

accordance with Specification

drawing

etc.

orders

commence and shall complete the work within the period specified in the tender, such period shall be

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

Action by which  
whole security  
deposit is  
forfeited

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

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

b) He may after giving the contractor .....days notice in writing of his intention to do so measure up the work done by the contractor and then employ

and pay labourers and supply or procure materials and carry out all or any part of the work himself on behalf of Government debiting the contractor with the actual cost and crediting him at the contract rates with the value of the work so done, and may postpone till completion of the work, so taken over, assessment of the compensation to be paid by the contractor. If any work is so taken over by the .....Engineer the certificate in writing of the .....Engineer or the Sub Divisional officer as to cost and value shall be final and conclusive against the contractor. Vide G.O. No. 5645 A N/XXII I-B-550/ dated nil.....1967. Contractor c) He may, after giving the contractor.....day's notice in writing of his remains liable intention to do so, measure up the work done by the contractor, take the work to pay out of his hands and give a contract for its completion to another contractor compensation and may postpone till the completion of the work, assess the compensation to be if taken under paid by the original contractor. If the .....Engineer decides to give the Clause 3 completion of work to another contract, the original contractor shall pay any expenses which any be incurred in excess of the sum which have been paid to him if the whole work had been carried out by him, and a certificate in writing of the..... Engineer or of the .....shall be final and conclusive against the original contractor as to the amount of any such expenses.

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

value as so certified.of or sell ontractor's

(ii) If upon any occasion the .....Engineer abstains from exercising the plants. powers given to him by this clause such abstention shall not prevent him from exercising such powers upon a subsequent occasion if the contractor again makes

entitling the contractor to compensation on this account.

CLAUSE 36 : Contractor shall himself make proper living accommodation, water and sanitary arrangements etc. for labour which ordinarily should be arranged through



Employment Exchange will give preference to Ex. servicemen. He will have to remove any undesirable labour if ordered by the department.

CLAUSE 37 :- Claim not referred within 48 hours of occurrence are liable to be rejected.

CLAUSE 38 :- No extra payment shall be made to the contractor for making profiles and namunas in connection with the execution of work as per G.O. N.355-3B/ XX dated 22-06-1966

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 ..... Engineer-In-char within a fortnight of the origin of the claims. If he fails to do so or if he postpones submission of such claims till the completion of work, he will not be entitled to any compensation.

CLAUSE 40 :- The contractor shall not influence or 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 Engineer-In-charge and if he does so contrary to the above, will be responsible for the loss of or damage caused or claimed by other parties and the decision of the Engineer-In-charge as to the amount of such damage shall be final and binding on both parties.

CLAUSE 41 :- This agreement is subject to the standard specifications. The clearance of site shall be done by the contractor at his own expenses.

CLAUSE 42 :- Income-tax and surcharge (If any) as per rules shall be deducted from the bill in terms of sub-section (i) of section 194 (c) of income tax Act, XVI of 1972

CLAUSE 43 :- FOR FAMILY PLANNING PURPOSE 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) in lines with policies and programme announced by the State Government from time to time in relation to the state Government in so far as may be applicable and to furnish to Engineer-In-charge monthly report in this behalf as per G.O. No. 5032/76-23/C-3/1975/7 dated 8 Sept. 1976.

**MINOR IRRIGATION DEPARTMENT  
UTTAR PRADESH**

**PREQUALIFICATION OF TECHNICAL AND FINANCIAL BID  
FOR  
CONSTRUCTION OF CHECKDAM MINOR IRRIGATION  
DIVISION- Firozabad**

**EXECUTIVE ENGINEER MINOR IRRIGATION  
DIVISION- Firozabad**

The tenderes are advised to go through the **PRE QUALIFICATION OF TECHNICAL AND FINANCIAL BID** documents carefully and furnish the required details duly supported by documentary evidence (which must be self attested), as their eligibility for this contract will be decided on the strength of the information/documents submitted by them.

## Index

Sr.No.	Items	Page No.
1	AE,s And D.A,s Certificates	
2	Tender Notice	
3	Information & Instruction to applicant	
4	Competitive Bidding	
5	Latter of transmittal	
6	Form "A" (Questionnaire)	
7	Form "B" Financial, Business & Tech. Capability)	
8	Form "C" (Work substantially completed by contractor/firm	
9	Form "D" Tender work	
10	Form "E" Essential T&P	
11	Form "F-1" Nominee Details	
12	ID Form 112	
13	Schedule of Quantites & Bid rates	
14	Contact Bond	
15	Schedule of consumption materials	
16	Schedule "C"	
17	Particulars of near relatives of tenders schedule "E"	
18	Condition of contact I.D. Form 111	
19	Contactore warranty of stamp paper costing	
20		
21		
22		

## CERTIFICATE OF ENGINEER-IN-CHARGE OF WORK

Certified that I have checked the Contract Documents, Schedule of Quantities, Schedule b, Schedule D and attached drawings as per details given by the under signed and are found in order.

Engineer-in-charge of work

## CERTIFICATE OF DIVISIONAL ACCOUNTANT

The contract documents of this Agreement No ...../  
E.E.M.I./Check dam/2017 Dated containing pages from 1 to have  
been examined by me in respect of financial aspects and I hereby  
certify that there is no financial irregularities.

Divisional Accountant

**INFORMATION &  
INSTRUCTION TO  
APPLICANTS  
FOR  
TECHNICAL BID**

# Minor Irrigation Department

## **PREPARATION & SUBMISSION OF e-Bids:**

### **(1) Submission of e-Bids**

The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the minor irrigation department. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the

last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.

The Bidders have to follow the following instructions for submission of their e-Bids:

For participating in e-tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing required fee in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/ assistance etc. on e-tender portal <http://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited at the contact details given in Section I of e-tender document.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login

option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding fee, The Bidder is also advised to

register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is Interested in and then move it to 'MY BIDS' folder using available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.

After clicking the "Pay offline" option, the bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc (Annexure "I" to Annexure

"IV") of this e-tender document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click

"Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of

the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

## **2) Withdrawal and Resubmission of e-Bids**

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder has to request the UPLC with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Managing Director, UPLC, to return back the e-Bids Processing Fee as per the procedure.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The new one bid will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid

Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clause 9 (submission of e-bids) above.

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

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



## COMPETITIVE BIDDING

### **1. GENERAL-**

1.01. Letter of transmittal and forms for Pre Qualification Technical Bid are attached.

1.02. ALL INFORMATION REQUESTED FOR IN THE ENCLOSED FORMS HOULD BE FURNISHED AGAINST THE RESPECTIVE COLUMNS IN THE FORM. IF INFORMATION "NIL" IT SHOULD ALSO BE MENTION AS "NIL" OR "NO SUCH CASE" IF ANY PARTICULAR QUERY IS NOT APLICABLE IN CASE OF THE APPLICANT IT SHOULD BE STATED AS "NOT APPLICABLE" HOWEVER THE APPLICANTE ARE CAUTIONED THAT NOT GIVING COMPLETED INFORMATION IS FURNISHED IN A SEPARATE DOCUMENT, REFERENCE TO THESAME SHOULD BE GIVEN AGAINST RESPECTIVE COLUMN. IF THE APPLICANTS ARE CAUTIONED THAT NOT GIVING COMPLETED INFORMATION IN THE FORMS REQUIRED OR NOT GIVING IT IN CLEAR TERMS OR MAKING ANY CHANGE IN THE PRESCRIBED FORMS MAY RESULT, THE APPLICANT BEING SUMMARILY DISQUALIFIED APPLICATIONS MADE BY TELEGRAM OR TELEX AND THOSE RECEIVED LATE MAY BE REJECTED.

1.03 All the information must be submitted in English or in Hindi.

1.04. The application should be type written or printed but not handwritten. The applicant's name & signature should appear on each page of the application.

1.05. Overwriting should be avoided. Correction, if any, shall be made by crossing out, initialing, dating and rewriting, all page of the tender document Shall be numbered and submitted as a package with signed letter of transmittal.

1.06. References, information and certificate from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by the client.

1.07. The applicant is advised to attach any additional information which he thinks is necessary in regard to his capabilities. No further information will be entertained aftersubmission of tender document unless it is called for by the Tendering authority.

1.08. Applications are invited for complete work as detailed in the brief note of this document, the tender document in the prescribed form duly completed and signed shall be super- scribed "TECHNICAL BID document for the construction of CONSTRUCTION OF CHECKDAM AS PER TENDER NOTICE MINOR IRRIGATION CHITRAKOOT.

Documents submitted in connection with TECHNICAL BID will be treated as confidential and will not be returned.

1.09. The cost incurred by applicants in preparing this application, in providing clarifications 14 Or Attending discussion, conference in connection with this document will be borne by the applicant and the Tendering authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Pre Qualification Technical Bid Evaluation process.

The Bank Draft for tender cost worth Rs. 842.00 & required Earnest Money Deposit shall have to be submitted in original in second envelope by the bidder & their scanned copy shall be uploaded online accordingly.

The price bid/financial bid shall be uploaded online in a separate folder by the bidder and its hard copy shall have to be submitted in third envelope duly sealed on 10-02-2014 up to 12.00 hrs. in the office of Executive Engineer Minor Irrigation Mahoba (U.P.).

1.10 The Bidders must upload all the required documents electronically in the PDF format. It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal <http://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 6-7 MB size.

## **DEFINITION**

2.01 In this document the following words and expression have the meaning hereby assigned

to them.

2.02 TENDERING AUTHORITY -means the Governor of Uttar Pradesh acting through, the Executive Engineer Minor Division Firozabad, Uttar Pradesh.

2.03 APPLICANT- means the individual, proprietary firm, firm in partnership, limited company, or a corporation eligible to tender.

## **METHOD OF APPLYING**

3.01 If the application is made by individual it should be signed by the individual above his full typewritten or printed name and current address.

3.02 If the application is made by a proprietary firm, it shall be signed by the proprietor above his full typewritten or printed name and the full name of his firms with its current address.

3.03 If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten or printed names and their current address, or alternatively by a partner holding power of attorney who shall accompany with the application. A certified copy of the registered partnership deed and current address of all the partners of the firm shall also accompany the application.

3.04 If the application is made by a limited company or a corporation it shall be signed by a duly authorized person holding power of attorney for signing the application in which case certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the Pre Qualification Technical Bid application is filled.

## **4. FINAL DECISION MAKING AUTHORITY**

4.01 The Tendering authority reserves the right to accept or reject any or all application without assigning any reason. For this action any claim from the firm/contractor will not be entertained. (admissible)

## **5. PARTICULARS PROVISIONAL**

5.01 The particulars of the proposed work given in Chapter-I are provisional and must be considered only advance information to assist applicant.

<b>Particulars of Work</b>	
Name of the work	Construction of Checkdam as per tender notice
Tendering authority	Executive Engineer Minor Irrigation Firozabad.
Period of Completion	90 Days
Estimated cost of the work.	As Per Tender Notice

## 6. SITE VISIT

6.01 The applicant is advised to visit and examine the site of works and its surroundings & obtain for himself on his own responsibility all information that may be necessary for preparing the Pre Qualification Technical Bid application. The cost of visiting the site shall be at applicant's own expense.

**6.02** The applicant and any of his personal or agents will be granted permission by the Tendering authority to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the applicant, his personal and agent from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.

### **(7.0) PRICE BIDS/ FINANCIAL BID**

7.01 After evaluation of Pre Qualification Technical Bid applications, a list of qualified tenders will be prepared. Therefore sealed price bids or online price bids of only those applicants who pre qualify for work (As per pre Qualification Technical Bid results ), shall be opened . The applicants are cautioned not to submit the price bids in one envelope ( with Pre Qualification Technical Bid) .

### **DECLARATION TO BE FURNISHED**

I/We hereby declare that the information furnished by me/us is true statement of facts.

Date .....

(Name & Designation and Title of person signing).