

**OFFICE OF THE EXECUTIVE ENGINEER
MECHANICAL DIVISION**

P.W.D. 96 M.G. Marg, Lucknow

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Condition of Contract

(For purchase of 03 Nos. Loader)

1- Definition: " Purchaser" means U.P.P.W.D. Lucknow and supplier means such persons, firms, company or other authority as may supply or agree to supply plant machinery or services to the purchaser.

2- Submission of Tender :- The bidders are to submit their offer along with prescribed tender form duly signed in two separate covers as follows :-

(a) One ENVELOPE will comprise of technical offer & EMD Amount in separate sealed cover superscribed on top "TECHNO-COMMERCIAL OFFER" GIVING EMD, complete details of plants/machine being offered with all technical specification, literature, date period from which the offered model is under production & operation, performance certificate of at least 10 buyers having machines of same specification and a profile of company giving details of manufacturing facilities available or any other Technical details E.M.D. OF REQUIRED AMOUNT SHALL ALSO BE ENCLOSED IN A SEALED COVER WITH THE TECHNOCOMMERCIAL OFFER

(b) The second Envelope will comprise of financial offer and in separate sealed cover superscribed on top " Financial offer" giving complete financial details with the specification of machine being offered along with break-up i.e. basic price, Excise Duty, Trade Tax, Octroi, Govt. Levies. Customs duty, Transportation/ shipping charges with other taxes if any, all separately.

The supplier has to declare Validity of Rates for 3 months on Rupees 100 (One Hundred) non judicial stamp paper and one rupee revenue stamp affixed on that non judicial stamp paper as per departmental norms and on the format attached.

It is therefore advised in the interest of bidders that EMD is prepared properly as per terms of Notice Inviting Tender otherwise techno commercial offer will be ignored in the first instance without any further reference. The detailed procedure for submitting tenders and other relevant documents are given below which would be signed by the person having power of Attorney and copy of the same in original should be enclosed with Techno-Commercial offer.

Both the envelopes must be enclosed in a SEALED COVER which must have the enquiry no. and date with due date of submission with name of Plant/machine duly super scribed on top of it, and sent under registered post, acknowledgement/speed post/courier/personally in Tender box. Tender must be posted with due allowance for postal delays and U.P.P.W.D will not be responsible for any postal delay or loss of tender document.

3- Scope of work:-

Supply:-

The Loader to be supplied shall be new and as per specification given in Annexure- A at the place of delivery as per schedule. Machinery offered must be of proven design and capacity. It must be capable of operation for long period in temperatures up to 50 degrees Celsius and humidity up to 90%.

4-Earnest Money:- A sum of Rs 10.80 Lacs for supply of Loader must be deposited in form of

NSC/FDR/TDR in favour of Executive Engineer, Mechanical Division PWD Lucknow or a Bank Guarantee on the enclosed format (Annexure-B) for the said amount from any scheduled Banks of India, valid for a period of minimum 3 month on required stamp paper. Tenders received without earnest money or not in proper form is liable to rejection. Earnest money deposit of successful bidders shall be returned on receipt of performance Security Deposit.

5-Tender Opening:- The Techno-Commercial offer will be opened on due date and Financial offer of only those firms will be entertained which qualify in Techno-Commercial offer and their offer will be opened on the date to be intimated separately.

6-Performance Security of Deposit (PSD):- The successful bidder shall be required to submit a Bank guarantee of scheduled bank on required stamp paper within seven days of date of acceptance (award letter) an unconditional, Irrevocable Performance Security Deposit from a scheduled Bank acceptable to U.P.P.W.D. as per Performa enclosed at Annexure 'B' for an amount equivalent to 10% of the contract value for a period of 15 month from the date of letter of acceptance or 12 month from the date of completion of test & trail which ever is later, In Case of failure to deposit performance security with in given time the earnest money deposit will stand forfeited for which no separate notice will be required.

In the event of extension of time being granted the contractor shall furnish necessary guarantee to cover the extended period failing which he shall be deemed to have committed a breach of contract and action will be taken accordingly.

7-Supply-Test & Trial

- (a) Please note that supply to test and trial is the essence of contract and the same must be completed successfully.
- (b) The supply and Test-Trial of machine is to be completed according to the technical specification by the supplier at earliest possible soon after supply. Any delay in supply beyond due date will invite action as per conditions of contract. The supplier will also provide necessary training for proper and trouble free operation of Machinery at site.

8- Prices:-

- (i) The price quoted shall be including all taxes CIF at the place of delivery as per price schedule attached (as per Annexure 'C'). All details of price which will be payable to the supplier including Freight, Insurance, taxes, duties should be clearly mentioned in the price schedule.

9-Inspection of Machinery:-U.P.P.W.D. reserves the right for Pre-shipment/Predispatches inspection which may be carried out at manufacturer's/ supplier's works without any extra cost to U.P.P.W.D. to ensure that the Machine being supplied confirm to contractual specifications. However, traveling, lodging and boarding expenses of U.P.P.W.D. representative (s) shall be borne by department but necessary, facilities to carry out tests/witness inspection shall be provided by the manufacturer/supplier free of cost.

In the case machinery fails or is found defective during inspection or where machine is not ready for inspection at the appointed time and date, then total cost of re-inspection including travel etc. shall be on suppliers account.

10- Warranty:-

Notwithstanding the pre dispatch or pre shipment inspection by U.P.P.W.D. representatives, the manufacturer/supplier shall provide

complete warranty against any manufacturing defect, design and such other defects for a period of 12 month from the date of final test & trail. All such defects shall be removed by the supplier at his own cost within the warranty period.

11-Arbitration/Settlement of disputes :- As per condition of contract.

12- Jurisdiction:- This contract shall in all respect be construed and operative in conformity with the Indian law and subject to the jurisdiction of Lucknow courts (INDIA).

13-Force Mejeure:- Force Mejeure shall mean unforeseeable cause beyond the control and without the fault or negligence, including but not restricted to acts of God or caused by war, Civil Commotion riots, flood, epidemics, freight embargoes and obstruction of navigation port of exit or entry or acts of Governments.

14-Payment Terms:- Payment shall be made in following manner :

- (i) For Machinery supplied from India-90% payment along with taxes will be payable on receipt of machine and inspection at site and balance 10% after completion of test & trial at the place of delivery.
- (ii) After acceptance of tender supplier have to provide stamp duty as applicable.
- (iii) Income Tax will be deducted @ 2.3% at the time of payment and trade tax will be deducted @ 4%.

15-Document :- Following document will be submitted with Techno-Commercial Bid.

- (a) Techno-Commercial Bid
 - (i) Technical specification with printed catalogues
 - (ii) Earnest Money Deposit.
 - (iii) All filled in formats & statement to be attached, Except Format 'C'
 - (iv) List of Lubricant oils required for normal operation of indigenous grade & make.
 - (v) Latest Annual Report of the company
 - (vi) POL Consumption (Average) Per hour.

(b)Financial Offer :-

- (i) Format 'C' duly completed.
- (ii) Technical specification of the plant/Machinery offered.

(c)Following document will be submitted along with the Machine :-

- (i) Catalogues and complete parts list including spare list-2 sets with each machine.
- (ii) Operation and Maintenance manual-2 sets with each machine.
- (iii) Electrical, Electronic, Hydraulic and Lubrication circuit diagrams.
- (iv) Trouble shooting charts.
- (v) List of fast moving parts along with their prices.
- (vi) Certificate of Insurance as applicable as per terms of Purchase order.
- (vii) Write up on safety measure/provisions.
- (viii) Parts catalogue
- (ix) Country of origin certificate issued by appropriate authority.

16-Right of acceptance:- U.P.P.W.D. Lucknow reserve the right to reject any or all tenders without assigning any reason thereof. Any conditional tender or tenders not in accordance with the above instructions & conditions may be summarily rejected.

17-The tenderers should be an ISO certified company. A certificate to this effect, should be enclosed with the tender document.

18-The company must have an annual turn over of Rs. 25-00 Corer each year in the last three years. Balance sheets are to be attached.

19-The manufacturer must attach the list of supplies for the last 3 years. Test certificate for minimum 10 Nos, is also to be given.

(Ram Kumar yadav)

**Executive Engineer
Mechanical Division,
P.W.D. Lucknow**

TECHNICAL SPECIFICATIONS FOUR WHEEL LOADER

- : Four Wheel drive wheel loader will consist of following parts.
- 1 Bucket, capacity of 2.1 cubic meter with operating load of 3000 kg approx.
 - 2 Engine : 4 stroke, direct injection electrically start, water cooled diesel engine of not less than 150 HP at 2200 rpm with suitable air cleaner and diesel tank capacity not less than 160 litres for continuous operation of machine.
 - 3 Transmission systems: 4 wheel drive, smooth shift transmission with different speed forward and reverse gears suitable for the work.
 - 4 Axle: Heavy duty hub reduction with immersed multiplate, disc brakes mounted in wheel hubs.
 - 5 Brakes Multi-disc, oil immersed built in both axles.
 - 6 Tyres of suitable load carrying capacity, heavy duty.
 - 7 Steering, hydraulic system to provide smooth low effort response with adjustable steering column.
 - 8 Loader, wide spaced with excellent visibility, high bucket torque and excellent break out forces suitable hydraulic pump designed for required capacity & pressure.
 - 9 Cab, mounted structure with toughened wind screen having excellent forward and reverse visibility and antislip steps, having monitoring display unit for transmissions functions and speedometer, Audible/visual monitoring includes engine oil pressure transmission oil temperature and pressure. Low air pressure Engine coolant temp, Blocked air filter warning.
 - 10 Electrical: ignition key start with suitable capacity of self starter and alternator, front and rear lights, registration plate lights, parking lights direction indicator etc complete in all respect.

(Ram Kumar Yadav)

**Executive Engineer
Mech. Division
P.W.D. Lucknow**

Annexure-B

The Tenderer has to provided the Bank Guarantee Strictly in the following prescribed Form

GUARNTED BOND

to be used by approved scheduled banks

In consideration of the Governor of Uttar Pradesh (hereinafter called “the Government”) having agreed to exempt.....(hereinafter called “the said contractor (S)”) from the demand, under the terms and conditions of Agreement dated -----made between -----and.....for the due fulfillment by the said contractor (S) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs.(Rupees.....only). We,(hereinafter referred to as ‘the Bank’) do hereby undertake to pay to the Government an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement of by reason of the Contractor (S) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims stratified or discharged or till..... (Head of the Government Department or office concerned)certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (S) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this guarantee thereafter.

4. We.....further agree with the Govt. that the Government shall have the fullest liberty without out consent and without affection in any manner our

obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor (S) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (S) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (S) or for any for aberrance and or omission on the part of the Government or any indulgence by the Government to the said contractor (S) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We,.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....19

For.....Bank.

PRICE - SCHEDULE

SL. No.	Description	Amount in Rs (INR)	
		Rate	Amount
1	Basic Price Ex-works		
2	Excise Duty		
3	Sales Tax (Sales)		
4	Central Sales Tax		
5	Transportation charges up to destination including loading and unloading		
6	Octroi		
7	Any other Taxes		

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Condition of Contract

(For purchase of 07 Nos. Engine derive Bitumen spryer)

1- Definition: " Purchaser" means U.P.P.W.D. Lucknow and supplier means such persons, firms, company or other authority as may supply or agree to supply plant machinery or services to the purchaser.

2- Submission of Tender :- The bidders are to submit their offer along with prescribed tender form duly signed in two separate covers as follows :-

(a) One ENVELOPE will comprise of technical offer & EMD Amount in separate sealed cover superscribed on top "TECHNO-COMMERCIAL OFFER" GIVING EMD, complete details of plants/machine being offered with all technical specification, literature, date period from which the offered model is under production & operation, performance certificate of at least 10 buyers having machines of same specification and a profile of company giving details of manufacturing facilities available or any other Technical details E.M.D. OF REQUIRED AMOUNT SHALL ALSO BE ENCLOSED IN A SEALED COVER WITH THE TECHNOCOMMERCIAL OFFER

(b) The second Envelope will comprise of financial offer and in separate sealed cover superscribed on top " Financial offer" giving complete financial details with the specification of machine being offered along with break-up i.e. basic price, Excise Duty, Trade Tax, Octroi, Govt. Levies. Customs duty, Transportation/ shipping charges with other taxes if any, all separately.

The supplier has to declare Validity of Rates for 3 months on Rupees 100 (One Hundred) non judicial stamp paper and one rupee revenue stamp affixed on that non judicial stamp paper as per departmental norms and on the format attached.

It is therefore advised in the interest of bidders that EMD is prepared properly as per terms of Notice Inviting Tender otherwise techno commercial offer will be ignored in the first instance without any further reference. The detailed procedure for submitting tenders and other relevant documents are given below which would be signed by the person having power of Attorney and copy of the same in original should be enclosed with Techno-Commercial offer.

Both the envelopes must be enclosed in a SEALED COVER which must have the enquiry no. and date with due date of submission with name of Plant/machine duly super scribed on top of it, and sent under registered post, acknowledgement/speed post/courier/personally in Tender box. Tender must be posted with due allowance for postal delays and U.P.P.W.D will not be responsible for any postal delay or loss of tender document.

3- Scope of work:-

Supply:- The Engine derive Bitumen spryer to be supplied shall be new and as per specification given in Annexure- A at the place of delivery as per schedule.

Machinery offered must be of proven design and capacity. It must be capable of operation for long period in temperatures up to 50 degrees Celsius and humidity up to 90%.

4-Earnest Money:- A sum of Rs. 4.20 Lacs for supply of Engine derive Bitumen sprayer must be deposited in form of NSC/FDR/TDR in favour of Executive Engineer, Mechanical Division PWD Lucknow or a Bank Guarantee on the enclosed format (Annexure-B) for the said amount from any scheduled Banks of India, valid for a period of minimum 3 month on required stamp paper. Tenders received without earnest money or not in proper form is liable to rejection. Earnest money deposit of successful bidders shall be returned on receipt of performance Security Deposit.

5-Tender Opening:- The Techno-Commercial offer will be opened on due date and Financial offer of only those firms will be entertained which qualify in Techno-Commercial offer and their offer will be opened on the date to be intimated separately.

6-Performance Security of Deposit (PSD):- The successful bidder shall be required to submit a Bank guarantee of scheduled bank on required stamp paper within seven days of date of acceptance (award letter) an unconditional, Irrevocable Performance Security Deposit from a scheduled Bank acceptable to U.P.P.W.D. as per Performa enclosed at Annexure 'B' for an amount equivalent to 10% of the contract value for a period of 15 month from the date of letter of acceptance or 12 month from the date of completion of test & trail which ever is later, In Case of failure to deposit performance security with in given time the earnest money deposit will stand forfeited for which no separate notice will be required.

In the event of extension of time being granted the contractor shall furnish necessary guarantee to cover the extended period failing which he shall be deemed to have committed a breach of contract and action will be taken accordingly.

7-Supply-Test & Trial

- (a) Please note that supply to test and trial is the essence of contract and the same must be completed successfully.
- (b) The supply and Test-Trial of machine is to be completed according to the technical specification by the supplier at earliest possible soon after supply. Any delay in supply beyond due date will invite action as per conditions of contract. The supplier will also provide necessary training for proper and trouble free operation of Machinery at site.

8- Prices:-

- (i) The price quoted shall be including all taxes CIF at the place of delivery as per price schedule attached (as per Annexure 'C'). All details of price which will be payable to the supplier including Freight, Insurance, taxes, duties should be clearly mentioned in the price schedule.

9-Inspection of Machinery:-U.P.P.W.D. reserves the right for Pre-shipment/Predispatches inspection which may be carried out at manufacturer's/ supplier's works without any extra cost to U.P.P.W.D. to ensure that the Machine being supplied confirm to contractual specifications. However, traveling, lodging and boarding expenses of U.P.P.W.D. representative (s) shall be borne by department but necessary, facilities to carry out tests/witness inspection shall be provided by the manufacturer/supplier free of cost.

In the case machinery fails or is found defective during inspection or where machine is not ready for inspection at the appointed time and date, then total cost of re-inspection including travel etc. shall be on suppliers account.

- 10- Warranty:-** Notwithstanding the pre dispatch or pre shipment inspection by U.P.P.W.D. representatives, the manufacturer/supplier shall provide complete warranty against any manufacturing defect, design and such other defects for a period of 12 month from the date of final test & trail. All such defects shall be removed by the supplier at his own cost within the warranty period.
- 11-Arbitration/Settlement of disputes :-** As per condition of contract.
- 12- Jurisdiction:-** This contract shall in all respect be construed and operative in conformity with the Indian law and subject to the jurisdiction of Lucknow courts (INDIA).
- 13-Force Mejeure:-** Force Mejeure shall mean unforeseeable cause beyond the control and without the fault or negligence, including but not restricted to acts of God or caused by war, Civil Commotion riots, flood, epidemics, freight embargoes and obstruction of navigation port of exit or entry or acts of Governments.
- 14-Payment Terms:-** Payment shall be made in following manner :
- (i) For Machinery supplied from India-90% payment along with taxes will be payable on receipt of machine and inspection at site and balance 10% after completion of test & trial at the place of delivery.
 - (ii) After acceptance of tender supplier have to provide stamp duty as applicable.
 - (iii) Income Tax will be deducted @ 2.3% at the time of payment and trade tax will be deducted @ 4%.
- 15-Document :-** Following document will be submitted with Techno-Commercial Bid.
- (a) Techno-Commercial Bid
 - (i) Technical specification with printed catalogues
 - (ii) Earnest Money Deposit.
 - (iii) All filled in formats & statement to be attached, Except Format 'C'
 - (iv) List of Lubricant oils required for normal operation of indigenous grade & make.
 - (v) Latest Annual Report of the company
 - (vi) POL Consumption (Average) Per hour.
 - (b) **Financial Offer :-**
 - (i) Format 'C' duly completed.
 - (ii) Technical specification of the plant/Machinery offered.
 - (c) Following document will be submitted along with the Machine :-
 - (i) Catalogues and complete parts list including spare list-2 sets with each machine.
 - (ii) Operation and Maintenance manual-2 sets with each machine.
 - (iii) Electrical, Electronic, Hydraulic and Lubrication circuit diagrams.
 - (iv) Trouble shooting charts.
 - (v) List of fast moving parts along with their prices.
 - (vi) Certificate of Insurance as applicable as per terms of Purchase order.
 - (vii) Write up on safety measure/provisions.
 - (viii) Parts catalogue
 - (ix) Country of origin certificate issued by appropriate authority.
- 16-Right of acceptance:-** U.P.P.W.D. Lucknow reserve the right to reject any or all tenders without assigning any reason thereof. Any conditional tender or

tenders not in accordance with the above instructions & conditions may be summarily rejected.

17-The tenderers should be an ISO certified company. A certificate to this effect, should be enclosed with the tender document.

18-The manufacturer must attach the list of supplies for the last 3 years. Test certificate for minimum 10 Nos, is also to be given.

(Ram Kumar yadav)

**Executive Engineer
Mechanical Division,
P.W.D. Lucknow**

SPECIFICATION
BITUMEN/EMULSION SPRAYER (OIL FIRED & DIESEL ENGINE
DRIVEN) OF 2.5 TON CAPACITY

Transportable type Bitumen/Emulsion sprayer suitable for heating bitumen and at the same time spraying the bitumen/emulsion, for road construction and maintenance and consists of ;

PAN: Pan made from min 4.0 mm thick M.S sheet. It will have with top of pan having two opening hinged cover made of M.S sheet, provision such a manner that water may not enter in closed position.

INSULATION AND OUTER SHELL : Glasswool insulation having a density of not less than 48.0 kg. pr cubic meter and secured in position by chicken mash of 24 swg, and covered with 18 swg M.S outer shell made in such away that bitumen may not enter the insulation.

CHASSIS : Suitable M.S. I.S.M.C. in rectangular shape with three cross members and supported on front by M.S. fabricated turn table under front axle and rear portion supported by providing two solid brackets on rear axle. The axle should be made form square M.S. section four pneumatic tyres of 7.5 x 16 size, front of chassis, triangular towing bar shall be provided. Towing bar shall not less then 1.2 mtr in length towing hook made from 25 mm dia ductile M.S. section.

FLUE PIPE & CHIMNEY : The main flue tube should be made of min 200 mm dia seamless boiler tube and welded to the an in front and to the gas chamber in the rear. The gas chamber will be made from 6mm m.S plate having suitable shape & size fixing 1 main tube. the side flue tube should be make from in 150 mm dia seamless boiler tube, chimneys pipe welded with side flue tube.

OIL TANK: A pressure tube cylindrical oil tank having capacity of 50 ltr made from 8.S.W.G. M.S sheet fitted with oil pressure pipe and 1" main cock.

COVERS: 2 Nos hinge cover made of 10 S.W.G. M.S. Sheet flat iron border on the top on the pan complete with opening handle and fixed in such a manner that any cover may be operated at any time.

HEATING SYSTEM: A air pressure type L.P burner attached with air blower.

(2)

MECHANICAL SPRAYER : Provision of 50 mm dia inlet/outlet chrome plated gear transfer pump of proper capacity of min pressure 10 kg per Square Cm. 1500 R.P.M. attached with diesel engine by means of roller chain and sprocket. Provision of control system to control of flow of bitumen/emulsion as required provision of M.S. flexible pipe of 3/4 dia attached to 3/4 dia pipe with spray nozzle.

DIESEL ENGINE: Provision of Diesel engine Producing 8 hp or more mounted on chassis attached with the heating and spray system with help of pulley.

All Accessories and arrangement required for proper operation of unit.

**(Ram Kumar Yadav)
Executive Engineer
Mech. Division
P.W.D. Lucknow**

Annexure-B

The Tenderer has to provided the Bank Guarantee Strictly in the following prescribed Form

GUARNTED BOND

to be used by approved scheduled banks

In consideration of the Governor of Uttar Pradesh (hereinafter called “the Government”) having agreed to exempt.....(hereinafter called “the said contractor (S)”) from the demand, under the terms and conditions of Agreement dated -----made between -----and.....for the due fulfillment by the said contractor (S) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs.(Rupees.....only). We,(hereinafter referred to as ‘the Bank’) do hereby undertake to pay to the Government an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement of by reason of the Contractor (S) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims stratified or discharged or till..... (Head of the Government Department or office concerned)certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (S) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this guarantee thereafter.

4. We.....further agree with the Govt. that the Government shall have the fullest liberty without out consent and without affection in any manner our

obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor (S) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (S) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (S) or for any for aberrance and or omission on the part of the Government or any indulgence by the Government to the said contractor (S) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We,.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....19

For.....Bank.

PRICE - SCHEDULE

SL. No.	Description	Amount in Rs (INR)	
		Rate	Amount
1	Basic Price Ex-works		
2	Excise Duty		
3	Sales Tax (Sales)		
4	Central Sales Tax		
5	Transportation charges up to destination including loading and unloading		
6	Octroi		
7	Any other Taxes		

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Condition of Contract

(For purchase of 03 Nos. Tendam Vibratory Rollar)

1- Definition: " Purchaser" means U.P.P.W.D. Lucknow and supplier means such persons, firms, company or other authority as may supply or agree to supply plant machinery or services to the purchaser.

2- Submission of Tender :- The bidders are to submit their offer along with prescribed tender form duly signed in two separate covers as follows :-

(a) One ENVELOPE will comprise of technical offer & EMD Amount in separate sealed cover superscribed on top "TECHNO-COMMERCIAL OFFER" GIVING EMD, complete details of plants/machine being offered with all technical specification, literature, date period from which the offered model is under production & operation, performance certificate of at least 10 buyers having machines of same specification and a profile of company giving details of manufacturing facilities available or any other Technical details E.M.D. OF REQUIRED AMOUNT SHALL ALSO BE ENCLOSED IN A SEALED COVER WITH THE TECHNOCOMMERCIAL OFFER

(b) The second Envelope will comprise of financial offer and in separate sealed cover superscribed on top " Financial offer" giving complete financial details with the specification of machine being offered along with break-up i.e. basic price, Excise Duty, Trade Tax, Octroi, Govt. Levies. Customs duty, Transportation/ shipping charges with other taxes if any, all separately.

The supplier has to declare Validity of Rates for 3 months on Rupees 100 (One Hundred) non judicial stamp paper and one rupee revenue stamp affixed on that non judicial stamp paper as per departmental norms and on the format attached.

It is therefore advised in the interest of bidders that EMD is prepared properly as per terms of Notice Inviting Tender otherwise techno commercial offer will be ignored in the first instance without any further reference. The detailed procedure for submitting tenders and other relevant documents are given below which would be signed by the person having power of Attorney and copy of the same in original should be enclosed with Techno-Commercial offer.

Both the envelopes must be enclosed in a SEALED COVER which must have the enquiry no. and date with due date of submission with name of Plant/machine duly super scribed on top of it, and sent under registered post, acknowledgement/speed post/courier/personally in Tender box. Tender must be posted with due allowance for postal delays and U.P.P.W.D will not be responsible for any postal delay or loss of tender document.

3- Scope of work:-

Supply:- The Tendam Vibratory Rollar to be supplied shall be new and as per specification given in Annexure- A at the place of delivery as per schedule.

Machinery offered must be of proven design and capacity. It must be capable of operation for long period in temperatures up to 50 degrees Celsius and humidity up to 90%.

4-Earnest Money:-

A sum of Rs. 8.10 Lacs for supply of Tendam Vibratory Rollar must be deposited in form of NSC/FDR/TDR in favour of Executive Engineer, Mechanical Division PWD Lucknow or a Bank Guarantee on the enclosed format (Annexure-B) for the said amount from any scheduled Banks of India, valid for a period of minimum 3 month on required stamp paper. Tenders received without earnest money or not in proper form is liable to rejection. Earnest money deposit of successful bidders shall be returned on receipt of performance Security Deposit.

5-Tender Opening:-

The Techno-Commercial offer will be opened on due date and Financial offer of only those firms will be entertained which qualify in Techno-Commercial offer and their offer will be opened on the date to be intimated separately.

6-Performance Security of Deposit (PSD):-

The successful bidder shall be required to submit a Bank guarantee of scheduled bank on required stamp paper within seven days of date of acceptance (award letter) an unconditional, Irrevocable Performance Security Deposit from a scheduled Bank acceptable to U.P.P.W.D. as per Performa enclosed at Annexure 'B' for an amount equivalent to 10% of the contract value for a period of 15 month from the date of letter of acceptance or 12 month from the date of completion of test & trail which ever is later, In Case of failure to deposit performance security with in given time the earnest money deposit will stand forfeited for which no separate notice will be required.

In the event of extension of time being granted the contractor shall furnish necessary guarantee to cover the extended period failing which he shall be deemed to have committed a breach of contract and action will be taken accordingly.

7-Supply-Test & Trial

- (a) Please note that supply to test and trial is the essence of contract and the same must be completed successfully.
- (b) The supply and Test-Trial of machine is to be completed according to the technical specification by the supplier at earliest possible soon after supply. Any delay in supply beyond due date will invite action as per conditions of contract. The supplier will also provide necessary training for proper and trouble free operation of Machinery at site.

8- Prices:-

- (i) The price quoted shall be including all taxes CIF at the place of delivery as per price schedule attached (as per Annexure 'C'). All details of price which will be payable to the supplier including Freight, Insurance, taxes, duties should be clearly mentioned in the price schedule.

9-Inspection of Machinery:-

U.P.P.W.D. reserves the right for Pre-shipment/Predispatches inspection which may be carried out at manufacturer's/ supplier's works without any extra cost to U.P.P.W.D. to ensure that the Machine being supplied confirm to contractual specifications. However, traveling, lodging and boarding expenses of U.P.P.W.D. representative (s) shall be borne by department but necessary, facilities to carry out tests/witness inspection shall be provided by the manufacturer/supplier free of cost.

In the case machinery fails or is found defective during inspection or where machine is not ready for inspection at the appointed time and date, then total cost of re-inspection including travel etc. shall be on suppliers account.

- 10- Warranty:-** Notwithstanding the pre dispatch or pre shipment inspection by U.P.P.W.D. representatives, the manufacturer/supplier shall provide complete warranty against any manufacturing defect, design and such other defects for a period of 12 month from the date of final test & trail. All such defects shall be removed by the supplier at his own cost within the warranty period.
- 11-Arbitration/Settlement of disputes :-** As per condition of contract.
- 12- Jurisdiction:-** This contract shall in all respect be construed and operative in conformity with the Indian law and subject to the jurisdiction of Lucknow courts (INDIA).
- 13-Force Mejeure:-** Force Mejeure shall mean unforeseeable cause beyond the control and without the fault or negligence, including but not restricted to acts of God or caused by war, Civil Commotion riots, flood, epidemics, freight embargoes and obstruction of navigation port of exit or entry or acts of Governments.
- 14-Payment Terms:-** Payment shall be made in following manner :
- (i) For Machinery supplied from India-90% payment along with taxes will be payable on receipt of machine and inspection at site and balance 10% after completion of test & trial at the place of delivery.
 - (ii) After acceptance of tender supplier have to provide stamp duty as applicable.
 - (iii) Income Tax will be deducted @ 2.3% at the time of payment and trade tax will be deducted @ 4%.
- 15-Document :-** Following document will be submitted with Techno-Commercial Bid.
- (a) Techno-Commercial Bid
 - (i) Technical specification with printed catalogues
 - (ii) Earnest Money Deposit.
 - (iii) All filled in formats & statement to be attached, Except Format 'C'
 - (iv) List of Lubricant oils required for normal operation of indigenous grade & make.
 - (v) Latest Annual Report of the company
 - (vi) POL Consumption (Average) Per hour.
 - (b) **Financial Offer :-**
 - (i) Format 'C' duly completed.
 - (ii) Technical specification of the plant/Machinery offered.
 - (c) Following document will be submitted along with the Machine :-
 - (i) Catalogues and complete parts list including spare list-2 sets with each machine.
 - (ii) Operation and Maintenance manual-2 sets with each machine.
 - (iii) Electrical, Electronic, Hydraulic and Lubrication circuit diagrams.
 - (iv) Trouble shooting charts.
 - (v) List of fast moving parts along with their prices.
 - (vi) Certificate of Insurance as applicable as per terms of Purchase order.
 - (vii) Write up on safety measure/provisions.
 - (viii) Parts catalogue
 - (ix) Country of origin certificate issued by appropriate authority.
- 16-Right of acceptance:-** U.P.P.W.D. Lucknow reserve the right to reject any or all tenders without assigning any reason thereof. Any conditional tender or

tenders not in accordance with the above instructions & conditions may be summarily rejected.

17-The tenderers should be an ISO certified company. A certificate to this effect, should be enclosed with the tender document.

18-The company must have an annual turn over of Rs. 25-00 Corer each year in the last three years. Balance sheets are to be attached.

19-The manufacturer must attach the list of supplies for the last 3 years. Test certificate for minimum 10 Nos, is also to be given.

(Ram Kumar yadav)

**Executive Engineer
Mechanical Division,
P.W.D. Lucknow**

Annexure-B

The Tenderer has to provided the Bank Guarantee Strictly in the following prescribed Form

GUARNTED BOND

to be used by approved scheduled banks

In consideration of the Governor of Uttar Pradesh (hereinafter called “the Government”) having agreed to exempt.....(hereinafter called “the said contractor (S)”) from the demand, under the terms and conditions of Agreement dated -----made between -----and.....for the due fulfillment by the said contractor (S) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs.(Rupees.....only). We,(hereinafter referred to as ‘the Bank”) do hereby undertake to pay to the Government an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement of by reason of the Contractor (S) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims stratified or discharged or till..... (Head of the Government Department or office concerned)certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (S) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this guarantee thereafter.

4. We.....further agree with the Govt. that the Government shall have the fullest liberty without out consent and without affection in any manner our

obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor (S) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (S) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (S) or for any for aberrance and or omission on the part of the Government or any indulgence by the Government to the said contractor (S) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We,.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....19

For.....Bank.

PRICE - SCHEDULE

SL. No.	Description	Amount in Rs (INR)	
		Rate	Amount
1	Basic Price Ex-works		
2	Excise Duty		
3	Sales Tax (Sales)		
4	Central Sales Tax		
5	Transportation charges up to destination including loading and unloading		
6	Octroi		
7	Any other Taxes		

OFFICE OF THE EXECUTIVE ENGINEER
MECHANICAL DIVISION

P.W.D. 96 M.G. Marg, Lucknow

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PBX : 2207606, 2209792, Ext. 250

Fax : 0522-2235835

0522-2237311

Condition of Contract

(For purchase of 07 Nos. Compressor With Tractor)

1- Definition: " Purchaser" means U.P.P.W.D. Lucknow and supplier means such persons, firms, company or other authority as may supply or agree to supply plant machinery or services to the purchaser.

2- Submission of Tender :- The bidders are to submit their offer along with prescribed tender form duly signed in two separate covers as follows :-

(a) One ENVELOPE will comprise of technical offer & EMD Amount in separate sealed cover superscribed on top "TECHNO-COMMERCIAL OFFER" GIVING EMD, complete details of plants/machine being offered with all technical specification, literature, date period from which the offered model is under production & operation, performance certificate of at least 10 buyers having machines of same specification and a profile of company giving details of manufacturing facilities available or any other Technical details E.M.D. OF REQUIRED AMOUNT SHALL ALSO BE ENCLOSED IN A SEALED COVER WITH THE TECHNOCOMMERCIAL OFFER

(b) The second Envelope will comprise of financial offer and in separate sealed cover superscribed on top " Financial offer" giving complete financial details with the specification of machine being offered along with break-up i.e. basic price, Excise Duty, Trade Tax, Octroi, Govt. Levies. Customs duty, Transportation/ shipping charges with other taxes if any, all separately.

The supplier has to declare Validity of Rates for 3 months on Rupees 100 (One Hundred) non judicial stamp paper and one rupee revenue stamp affixed on that non judicial stamp paper as per departmental norms and on the format attached.

It is therefore advised in the interest of bidders that EMD is prepared properly as per terms of Notice Inviting Tender otherwise techno commercial offer will be ignored in the first instance without any further reference. The detailed procedure for submitting tenders and other relevant documents are given below which would be signed by the person having power of Attorney and copy of the same in original should be enclosed with Techno-Commercial offer.

Both the envelopes must be enclosed in a SEALED COVER which must have the enquiry no. and date with due date of submission with name of Plant/machine duly super scribed on top of it, and sent under registered post, acknowledgement/speed post/courier/personally in Tender box. Tender must be posted with due allowance for postal delays and U.P.P.W.D will not be responsible for any postal delay or loss of tender document.

3- Scope of work:-

Supply:-

The Compressor With Tractor to be supplied shall be new and as per specification given in Annexure- A at the place of delivery as per schedule.Machinery offered must be of proven design and capacity. It must be capable of operation for long period in temperatures up to 50 degrees Celsius and humidity up to 90%.

4-Earnest Money:- A sum of Rs 4.90 Lacs for supply of Compressor With Tractor must be

deposited in form of NSC/FDR/TDR in favour of Executive Engineer, Mechanical Division PWD Lucknow or a Bank Guarantee on the enclosed format (Annexure-B) for the said amount from any scheduled Banks of India, valid for a period of minimum 3 month on required stamp paper. Tenders received without earnest money or not in proper form is liable to rejection. Earnest money deposit of successful bidders shall be returned on receipt of performance Security Deposit.

5-Tender Opening:- The Techno-Commercial offer will be opened on due date and Financial offer of only those firms will be entertained which qualify in Techno-Commercial offer and their offer will be opened on the date to be intimated separately.

6-Performance Security of Deposit (PSD):- The successful bidder shall be required to submit a Bank guarantee of scheduled bank on required stamp paper within seven days of date of acceptance (award letter) an unconditional, Irrevocable Performance Security Deposit from a scheduled Bank acceptable to U.P.P.W.D. as per Performa enclosed at Annexure 'B' for an amount equivalent to 10% of the contract value for a period of 15 month from the date of letter of acceptance or 12 month from the date of completion of test & trail which ever is later, In Case of failure to deposit performance security with in given time the earnest money deposit will stand forfeited for which no separate notice will be required.

In the event of extension of time being granted the contractor shall furnish necessary guarantee to cover the extended period failing which he shall be deemed to have committed a breach of contract and action will be taken accordingly.

7-Supply-Test & Trial

- (a) Please note that supply to test and trial is the essence of contract and the same must be completed successfully.
- (b) The supply and Test-Trial of machine is to be completed according to the technical specification by the supplier at earliest possible soon after supply. Any delay in supply beyond due date will invite action as per conditions of contract. The supplier will also provide necessary training for proper and trouble free operation of Machinery at site.

8- Prices:-

- (i) The price quoted shall be including all taxes CIF at the place of delivery as per price schedule attached (as per Annexure 'C'). All details of price which will be payable to the supplier including Freight, Insurance, taxes, duties should be clearly mentioned in the price schedule.

9-Inspection of Machinery:-U.P.P.W.D. reserves the right for Pre-shipment/Predispatches inspection which may be carried out at manufacturer's/ supplier's works without any extra cost to U.P.P.W.D. to ensure that the Machine being supplied confirm to contractual specifications. However, traveling, lodging and boarding expenses of U.P.P.W.D. representative (s) shall be borne by department but necessary, facilities to carry out tests/witness inspection shall be provided by the manufacturer/supplier free of cost.

In the case machinery fails or is found defective during inspection or where machine is not ready for inspection at the appointed time and date, then total cost of re-inspection including travel etc. shall be on suppliers account.

10- Warranty:-

Notwithstanding the pre dispatch or pre shipment inspection by U.P.P.W.D. representatives, the manufacturer/supplier shall provide

complete warranty against any manufacturing defect, design and such other defects for a period of 12 month from the date of final test & trail. All such defects shall be removed by the supplier at his own cost within the warranty period.

11-Arbitration/Settlement of disputes :- As per condition of contract.

12- Jurisdiction:- This contract shall in all respect be construed and operative in conformity with the Indian law and subject to the jurisdiction of Lucknow courts (INDIA).

13-Force Mejeure:- Force Mejeure shall mean unforeseeable cause beyond the control and without the fault or negligence, including but not restricted to acts of God or caused by war, Civil Commotion riots, flood, epidemics, freight embargoes and obstruction of navigation port of exit or entry or acts of Governments.

14-Payment Terms:- Payment shall be made in following manner :

- (i) For Machinery supplied from India-90% payment along with taxes will be payable on receipt of machine and inspection at site and balance 10% after completion of test & trial at the place of delivery.
- (ii) After acceptance of tender supplier have to provide stamp duty as applicable.
- (iii) Income Tax will be deducted @ 2.3% at the time of payment and trade tax will be deducted @ 4%.

15-Document :- Following document will be submitted with Techno-Commercial Bid.

- (a) Techno-Commercial Bid
 - (i) Technical specification with printed catalogues
 - (ii) Earnest Money Deposit.
 - (iii) All filled in formats & statement to be attached, Except Format 'C'
 - (iv) List of Lubricant oils required for normal operation of indigenous grade & make.
 - (v) Latest Annual Report of the company
 - (vi) POL Consumption (Average) Per hour.

(b)Financial Offer :-

- (i) Format 'C' duly completed.
- (ii) Technical specification of the plant/Machinery offered.

(c)Following document will be submitted along with the Machine :-

- (i) Catalogues and complete parts list including spare list-2 sets with each machine.
- (ii) Operation and Maintenance manual-2 sets with each machine.
- (iii) Electrical, Electronic, Hydraulic and Lubrication circuit diagrams.
- (iv) Trouble shooting charts.
- (v) List of fast moving parts along with their prices.
- (vi) Certificate of Insurance as applicable as per terms of Purchase order.
- (vii) Write up on safety measure/provisions.
- (viii) Parts catalogue
- (ix) Country of origin certificate issued by appropriate authority.

16-Right of acceptance:- U.P.P.W.D. Lucknow reserve the right to reject any or all tenders without assigning any reason thereof. Any conditional tender or tenders not in accordance with the above instructions & conditions may be summarily rejected.

17-The tenderers should be an ISO certified company. A certificate to this effect, should be enclosed with the tender document.

18- The manufacturer must attach the list of supplies for the last 3 years. Test certificate for minimum 10 Nos., is also to be given.

(Ram Kumar yadav)

**Executive Engineer
Mechanical Division,
P.W.D. Lucknow**

TECH SPECIFICATIONS OF COMPRESSOR ATTACHED WITH TRACTOR

- 1- Compressor unit suitable for road surface cleaning mounted on trolley along with storage tank and coupled with tractor as under.

Compressors displacement -----100-120 CFM.

Maximum working pressure – 10kg/Cm²

No. of cylinder – 2 or more

- 2- Tractor Escort/Mahindra/ Ford or equivalent make complete as under
Engine capacity not less than 30HP complete with accessories, hood, Hook, Drawer Patti, Bumper, Tool and Top Link.
- 3- Complete fabricated arrangement to couple compressor unit with tractor and arrangement such as driving shaft pulley etc to operate the compressor by the tractor power.
- 4- Suitable Air hose min ¾” and 50 mtr length along with nozzle etc.

(Ram Kumar Yadav)

**Executive Engineer
Mech. Division
P.W.D. Lucknow**

Annexure-B

The Tenderer has to provided the Bank Guarantee Strictly in the following prescribed Form

GUARNTED BOND

to be used by approved scheduled banks

In consideration of the Governor of Uttar Pradesh (hereinafter called “the Government”) having agreed to exempt.....(hereinafter called “the said contractor (S)”) from the demand, under the terms and conditions of Agreement dated -----made between -----and.....for the due fulfillment by the said contractor (S) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs.(Rupees.....only). We,(hereinafter referred to as ‘the Bank’) do hereby undertake to pay to the Government an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement of by reason of the Contractor (S) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims stratified or discharged or till..... (Head of the Government Department or office concerned)certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (S) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this guarantee thereafter.

4. We.....further agree with the Govt. that the Government shall have the fullest liberty without out consent and without affection in any manner our

obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor (S) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (S) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (S) or for any for aberrance and or omission on the part of the Government or any indulgence by the Government to the said contractor (S) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We,.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....19

For.....Bank.

PRICE - SCHEDULE

SL. No.	Description	Amount in Rs (INR)	
		Rate	Amount
1	Basic Price Ex-works		
2	Excise Duty		
3	Sales Tax (Sales)		
4	Central Sales Tax		
5	Transportation charges up to destination including loading and unloading		
6	Octroi		
7	Any other Taxes		

**OFFICE OF THE EXECUTIVE ENGINEER
MECHANICAL DIVISION**

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0522-2237311

Condition of Contract

(For purchase of 04 Nos. Chip Spreader)

1- Definition: " Purchaser" means U.P.P.W.D. Lucknow and supplier means such persons, firms, company or other authority as may supply or agree to supply plant machinery or services to the purchaser.

2- Submission of Tender :- The bidders are to submit their offer along with prescribed tender form duly signed in two separate covers as follows :-

(a) One ENVELOPE will comprise of technical offer & EMD Amount in separate sealed cover superscribed on top "TECHNO-COMMERCIAL OFFER" GIVING EMD, complete details of plants/machine being offered with all technical specification, literature, date period from which the offered model is under production & operation, performance certificate of at least 10 buyers having machines of same specification and a profile of company giving details of manufacturing facilities available or any other Technical details E.M.D. OF REQUIRED AMOUNT SHALL ALSO BE ENCLOSED IN A SEALED COVER WITH THE TECHNOCOMMERCIAL OFFER

(b) The second Envelope will comprise of financial offer and in separate sealed cover superscribed on top " Financial offer" giving complete financial details with the specification of machine being offered along with break-up i.e. basic price, Excise Duty, Trade Tax, Octroi, Govt. Levies. Customs duty, Transportation/ shipping charges with other taxes if any, all separately.

The supplier has to declare Validity of Rates for 3 months on Rupees 100 (One Hundred) non judicial stamp paper and one rupee revenue stamp affixed on that non judicial stamp paper as per departmental norms and on the format attached.

It is therefore advised in the interest of bidders that EMD is prepared properly as per terms of Notice Inviting Tender otherwise techno commercial offer will be ignored in the first instance without any further reference. The detailed procedure for submitting tenders and other relevant documents are given below which would be signed by the person having power of Attorney and copy of the same in original should be enclosed with Techno-Commercial offer.

Both the envelopes must be enclosed in a SEALED COVER which must have the enquiry no. and date with due date of submission with name of Plant/machine duly super scribed on top of it, and sent under registered post, acknowledgement/speed post/courier/personally in Tender box. Tender must be posted with due allowance for postal delays and U.P.P.W.D will not be responsible for any postal delay or loss of tender document.

3- Scope of work:-

Supply:- The Chip Spreader to be supplied shall be new and as per specification given in Annexure- A at the place of delivery as per schedule. Machinery offered must be of proven design and capacity. It must be capable of operation for long period in temperatures up to 50 degrees Celsius and humidity up to 90%.

4-Earnest Money:- A sum of Rs. 1.20 Lacs for supply of Chip Spreader must be deposited in form of NSC/FDR/TDR in favour of Executive Engineer, Mechanical Division PWD Lucknow or a Bank Guarantee on the enclosed format (Annexure-B) for the said amount from any scheduled Banks of India, valid for a period of minimum 3 month on required stamp paper. Tenders received without earnest money or not in proper form is liable to rejection. Earnest money deposit of successful bidders shall be returned on receipt of performance Security Deposit.

5-Tender Opening:- The Techno-Commercial offer will be opened on due date and Financial offer of only those firms will be entertained which qualify in Techno-Commercial offer and their offer will be opened on the date to be intimated separately.

6-Performance Security of Deposit (PSD):- The successful bidder shall be required to submit a Bank guarantee of scheduled bank on required stamp paper within seven days of date of acceptance (award letter) an unconditional, Irrevocable Performance Security Deposit from a scheduled Bank acceptable to U.P.P.W.D. as per Performa enclosed at Annexure 'B' for an amount equivalent to 10% of the contract value for a period of 15 month from the date of letter of acceptance or 12 month from the date of completion of test & trail which ever is later, In Case of failure to deposit performance security with in given time the earnest money deposit will stand forfeited for which no separate notice will be required.

In the event of extension of time being granted the contractor shall furnish necessary guarantee to cover the extended period failing which he shall be deemed to have committed a breach of contract and action will be taken accordingly.

7-Supply-Test & Trial

- (a) Please note that supply to test and trial is the essence of contract and the same must be completed successfully.
- (b) The supply and Test-Trial of machine is to be completed according to the technical specification by the supplier at earliest possible soon after supply. Any delay in supply beyond due date will invite action as per conditions of contract. The supplier will also provide necessary training for proper and trouble free operation of Machinery at site.

8- Prices:-

- (i) The price quoted shall be including all taxes CIF at the place of delivery as per price schedule attached (as per Annexure 'C'). All details of price which will be payable to the supplier including Freight, Insurance, taxes, duties should be clearly mentioned in the price schedule.

9-Inspection of Machinery:-U.P.P.W.D. reserves the right for Pre-shipment/Predispatches inspection which may be carried out at manufacturer's/ supplier's works without any extra cost to U.P.P.W.D. to ensure that the Machine being supplied confirm to contractual specifications. However, traveling, lodging and boarding expenses of U.P.P.W.D. representative (s) shall be borne by department but necessary, facilities to carry out tests/witness inspection shall be provided by the manufacturer/supplier free of cost.

In the case machinery fails or is found defective during inspection or where machine is not ready for inspection at the appointed time and date, then total cost of re-inspection including travel etc. shall be on suppliers account.

- 10- Warranty:-** Notwithstanding the pre dispatch or pre shipment inspection by U.P.P.W.D. representatives, the manufacturer/supplier shall provide complete warranty against any manufacturing defect, design and such other defects for a period of 12 month from the date of final test & trail. All such defects shall be removed by the supplier at his own cost within the warranty period.
- 11-Arbitration/Settlement of disputes :-** As per condition of contract.
- 12- Jurisdiction:-** This contract shall in all respect be construed and operative in conformity with the Indian law and subject to the jurisdiction of Lucknow courts (INDIA).
- 13-Force Majeure:-** Force Majeure shall mean unforeseeable cause beyond the control and without the fault or negligence, including but not restricted to acts of God or caused by war, Civil Commotion riots, flood, epidemics, freight embargoes and obstruction of navigation port of exit or entry or acts of Governments.
- 14-Payment Terms:-** Payment shall be made in following manner :
- (i) For Machinery supplied from India-90% payment along with taxes will be payable on receipt of machine and inspection at site and balance 10% after completion of test & trial at the place of delivery.
 - (ii) After acceptance of tender supplier have to provide stamp duty as applicable.
 - (iii) Income Tax will be deducted @ 2.3% at the time of payment and trade tax will be deducted @ 4%.
- 15-Document :-** Following document will be submitted with Techno-Commercial Bid.
- (a) Techno-Commercial Bid
 - (i) Technical specification with printed catalogues
 - (ii) Earnest Money Deposit.
 - (iii) All filled in formats & statement to be attached, Except Format 'C'
 - (iv) List of Lubricant oils required for normal operation of indigenous grade & make.
 - (v) Latest Annual Report of the company
 - (vi) POL Consumption (Average) Per hour.
 - (b) **Financial Offer :-**
 - (i) Format 'C' duly completed.
 - (ii) Technical specification of the plant/Machinery offered.
 - (c) Following document will be submitted along with the Machine :-
 - (i) Catalogues and complete parts list including spare list-2 sets with each machine.
 - (ii) Operation and Maintenance manual-2 sets with each machine.
 - (iii) Electrical, Electronic, Hydraulic and Lubrication circuit diagrams.
 - (iv) Trouble shooting charts.
 - (v) List of fast moving parts along with their prices.
 - (vi) Certificate of Insurance as applicable as per terms of Purchase order.
 - (vii) Write up on safety measure/provisions.
 - (viii) Parts catalogue
 - (ix) Country of origin certificate issued by appropriate authority.
- 16-Right of acceptance:-** U.P.P.W.D. Lucknow reserve the right to reject any or all tenders without assigning any reason thereof. Any conditional tender or

tenders not in accordance with the above instructions & conditions may be summarily rejected.

17-The tenderers should be an ISO certified company. A certificate to this effect, should be enclosed with the tender document.

18-The manufacturer must attach the list of supplies for the last 3 years. Test certificate for minimum 10 Nos, is also to be given.

(Ram Kumar yadav)

**Executive Engineer
Mechanical Division,
P.W.D. Lucknow**

Tech Specification of Chip Spreader

Chip Spreader tail board type suitable for installation as replacement of the rear side board of tipper with specification as below:-

Over all Length	2500- 2550mm
Over all Height	Suitable for TATA/Ashoka ley land tipper 8-8.5 M ³ capacity.
Max Opening of the chute	Not Less than 100 mm
Drive	Self Driving arrangement Electrical/ Mechanical
Control	Chips control arrangement through roller/lever/chute/ other suitable mechanism for control of chips coming out and forming uniform layer.

**Exective Engineer
Mech Div
P.W.D. Lucknow**

Annexure-B

The Tenderer has to provided the Bank Guarantee Strictly in the following prescribed Form

GUARNTED BOND

to be used by approved scheduled banks

In consideration of the Governor of Uttar Pradesh (hereinafter called “the Government”) having agreed to exempt.....(hereinafter called “the said contractor (S)”) from the demand, under the terms and conditions of Agreement dated -----made between -----and.....for the due fulfillment by the said contractor (S) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs.(Rupees.....only). We,(hereinafter referred to as ‘the Bank’) do hereby undertake to pay to the Government an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement of by reason of the Contractor (S) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims stratified or discharged or till..... (Head of the Government Department or office concerned)certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (S) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this guarantee thereafter.

4. We.....further agree with the Govt. that the Government shall have the fullest liberty without out consent and without affection in any manner our

obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor (S) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (S) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (S) or for any aberrance and or omission on the part of the Government or any indulgence by the Government to the said contractor (S) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We,.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....19

For.....Bank.

PRICE - SCHEDULE

SL. No.	Description	Amount in Rs (INR)	
		Rate	Amount
1	Basic Price Ex-works		
2	Excise Duty		
3	Sales Tax (Sales)		
4	Central Sales Tax		
5	Transportation charges up to destination including loading and unloading		
6	Octroi		
7	Any other Taxes		

**OFFICE OF THE SUPERINTENDING ENGINEER
17TH CIRCLE P.W.D, LUCKNOW
96 MG. MARG, LUCKNOW OPP. GOVERNOR HOUSE**

Dir: 0522-2237311,
Letter No.: 122/2MT-17(E/M)/14

Fax: 0522-2237311
Dated: 17.01.2014

TENDER NOTICE

Sealed tenders in two bid system are invited on behalf of Hon. Governor of U.P. for supply of following machines from the manufactures/ Authorised distributors. The tender documents will be available on working days between 11.00 a.m. to 4 p.m. from 01.02.2014 to 13.02.2014 from any of the offices mentioned below.

1. SUPERINTENDING ENGINEER,17TH CIRCLE P.W.D, LUCKNOW
2. Executive Engineer, Mechanical Division, P.W.D, Lucknow.
3. Executive Engineer, Ty. Mech. Division No.-2, P.W.D., Lucknow.
4. S.O.W. Ty. D.C.U.(E/M) P.W.D., Lucknow.

The sealed tenders will be submitted in any of these offices upto 4.00 p.m. on 13-02-2014 and will be opened in the office of the Superintending Engineer, 17th Circle P.W.D.,96 Mahatma Gandhi Marg, Lucknow at 2.00 p.m. on 14.02.2014 in the presence of tenderers.

Sl	Name of Work & Specifica	Qty	Earnest Mon	Cost of Tende	Validity Tende	Period of Completion of
1.	S/o compressor with T Complete in all respect	7 No	Rs. 4.90 Lacs.	Rs. 300.00 + T.T 2000.00 Stati Charge	3 Month	1 Month
2.	S/o Loader 2.1Cu.m. ca complete in all respect.	3 No	Rs10.80 Lacs.	Rs. 300.00 + T.T 2000.00 Stati Charge	3 Month	1 Month
3.	S/o Engine derive Bitumen s complete in all respect	7 No	Rs. 4.20 Lacs.	Rs. 300.00 + T.T 2000.00 Stati Charge	3 Month	1 Month
4.	S/o of Tendam Vibratory with suitable diesel engine double drum vibrations. Ope load 8 to 10 tones. Ap complete in all respect	3 No	Rs. 8.10 Lacs.	Rs. 300.00 + T.T 2000.00 Stati Charge	3 Month	1 Month
5.	Chip Spreader	4 No	Rs. 1.20 Lacs	Rs. 300.00 + T.T 2000.00 Stati Charge	3 Month	1 Month

1. Tender document can also be obtained by post on paying the cost of tenders and sum of rupees one hundred extra through D/D in favour of Executive Engineer Mechanical Division P.W.D. Lucknow for sending through courier at the risk of purchaser.
2. Tender forms can be downloaded from the website <http://uppwd.up.nic.in> and can be submitted in the office of Executive Engineer, Mechanical Division, P.W.D.,Lucknow along with the D/D of tender cost in favour of Executive Engineer, Mechanical Division, P.W.D, Lucknow.
3. Tender should be supported by proper Earnest money pledged in favour of Executive Engineer Mechanical Div., P.W.D., Lko.
4. Tenders without earnest money will be summarily rejected
5. The quantity can vary as per discretion of Competent Authority.
6. Department reserve right to accept or reject any or all the tenders without assigning any reason their of.
7. Registration Certificate of U.P.T.T.(TIN No.) or C.S.T. No. & Income tax PAN No. or TAN No.. should be produced at time of purchasing tender.
8. Excise duty will be paid after producing the certificate of payment of excise duty.
- 9.

**(Jawahar Prasad)
Superintending Engineer
17th Circle , P. W. D., Lucknow**

कार्यालय अधीक्षण अभियन्ता
17वाँ वृत्त (वि०/याँ०), लो०नि०वि०,
96 महात्मागान्धी मार्ग, लखनऊ

पत्रांक:-122/2एम०टी०-17(ई०एम०)/14

दिनांक:- 17.01.2014

निविदा सूचना

महामहिम राज्यपाल, उ०प्र० की ओर से निम्नलिखित कार्य हेतु मूल निर्माता/अधिकृत विक्रताओं से दो बिड सिस्टम में मोहरबन्द निविदाये आमंत्रित की जाती है निविदा प्रपत्र दिनांक 01-02-14 से 13.02.14 के मध्य प्रातः 11.00 बजे से सायं 4.00 तक निम्नलिखित कार्यालयों से प्राप्त किये जा सकते हैं:-

1. कार्यालय अधीक्षण अभियन्ता, 17 वॉ वि०/याँ० वृत्त, लो०नि०वि०, लखनऊ।
2. कार्यालय अधिशासी अभियन्ता, याँत्रिक खण्ड, लो०नि०वि०, लखनऊ।
3. कार्यालय अधिशासी अभियन्ता, अस्थाई याँत्रिक खण्ड-2, लो०नि०वि०, लखनऊ।
4. कार्यालय कार्य अधीक्षक, अ०वि०नि०ई० (वि०/याँ०), लो०नि०वि०, लखनऊ।

मुहरबन्द निविदायें दिनांक 13-02-14 को अपरान्ह 4.00 बजे तक उपरोक्त कार्यालयों में से किसी में जमा की जा सकती है। दिनांक 14-02-14 अपरान्ह 2.00 बजे तक अधीक्षण अभियन्ता, 17वाँ वृत्त, लो०नि०वि०, लखनऊ के द्वारा उनके कार्यालय में ठेकेदारों या उनके उपस्थित प्रतिनिधियों के समक्ष खोली जायेगी।

क्र० सं०	कार्य का नाम एवं विशिष्टियाँ	संख्या	धरोहर धनराशि	निविदा प्रपत्र का मूल्य	निविदा की वैधता	कार्य पूर्ण करने की अवधि
1	कम्प्रेसर मय ट्रैक्टर की आपूर्ति	7अदद्	रु० 4.90 लाख	300.00 + T.T.+ 2000.00 स्टेशनरी चार्ज	03 माह	01 माह
2	2.1 क्यूबिक मीटर क्षमता के लोडर की आपूर्ति	3अदद्	10.80 लाख	300.00 + T.T.+ 2000.00 स्टेशनरी चाज	03 माह	01 माह
3	ईजन चालित बिटुमिन स्प्रेयर की आपूर्ति	7 अदद्	4.20 लाख	300.00 + T.T.+ 2000.00 स्टेशनरी चाज	03 माह	01 माह
4	8 से 10 टन क्षमता के डीजल इंजन एवं डबल ड्रम सहित टेन्डम वाईब्रेटरी रोलर की आपूर्ति	3 अदद्	8.10 लाख	300.00 + T.T.+ 2000.00 स्टेशनरी चाज	03 माह	01 माह

5	चिप स्प्रेडर	4 अदद्	1.20 लाख	300.00 + T.T.+ 2000.00 स्टेशनरी चाज	03 माह	01 माह
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1. निविदा प्रपत्र डाक द्वारा भी निविदा मूल्य ₹ 100.00 के अतिरिक्त धनराशि के डिमान्ड ड्राफ्ट जो अधिशासी अभियन्ता, यॉत्रिक खण्ड, लो0नि0वि0, लखनऊ के पक्ष में देय हो, देकर डाक से निविदादाता के जोखित पर प्राप्त किये जा सकते हैं।
2. निविदा प्रपत्र वेव-साइट <http://uppwd.up.nic.in> से भी डाउनलोड किये जा सकते हैं। तथा अधिशासी अभियन्ता यॉत्रिक खण्ड, लो0नि0वि0, लखनऊ के कार्यालय में निविदा मूल्य के डिमान्ड ड्राफ्ट जो अधिशासी अभियन्ता, यॉत्रिक खण्ड, लो0नि0वि0, लखनऊ के पक्ष में हो, के साथ जमा किये जा सकते हैं।
3. निविदा के साथ धरोहर धनराशि जो अधिशासी अभियन्ता यॉत्रिक खण्ड के पक्ष में बन्धक हो लगाना अनिवार्य है।
4. बिना धरोहर धनराशि के निविदा स्वीकार नहीं की जायेगी।
5. निविदा सूचना में मॉगी गयी समाग्री की संख्या घट बढ़ सकती है
6. एक या सभी निविदाओं को बिना कारण बताये स्वीकार अथवा अस्वीकार करने का अधिकार विभाग के पास सुरक्षित रहेगा।
7. निविदा प्रपत्र खरीदते समय UPTT (TIN No) पंजीकृत प्रमाण पत्र अथवा C.S.T No, Income Tax. PAN No अथवा TAN No दिखाना अनिवार्य होगा।
8. Excise Duty का भुगतान Excise Duty के प्रमाण पत्र के बाद किया जायेगा।

(जवाहर प्रसाद)
अधीक्षण अभियन्ता
17वाँ वृत्त (वि0/यॉ0), लो0नि0वि0,
लखनऊ