

**OFFICE OF THE EXECUTIVE ENGINEER  
MECHANICAL DIVISION**

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

**Dir : 0522-2237311**

**PBX : 2207606, 2209792, Ext. 250**

**Fax : 0522-2235835**

**0522-2237311**

**Condition of Contract      Bill of Quantity**

**(For purchase of 8 Nos. Tipper with body)**

**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 Tipper with body 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 8.80 Lacs for supply of Tipper with body 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 whichever is later, In Case of failure to deposit performance security within 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.

**(P.L. Srivastava)**  
**Executive Engineer**  
**Mechanical Division,**  
**P.W.D. Lucknow**

**TECHNICAL SPECIFICATIONS OF 8.5 CU Mtr. CAPACITY TIPPER**

- |    |                   |   |                                                                             |
|----|-------------------|---|-----------------------------------------------------------------------------|
| 1  | Engine Type       | - | Turbo charged intercooled direct injector conforming latest emission norms. |
| 2  | No of Cylinders   | - | Six Cylinder BS-III                                                         |
| 3  | Max Engine Output | - | Should not be less than 100 KW.                                             |
| 4- | No. Of Gears      | - | Six Forward & One reverse Synchronesh                                       |
| 5- | Wheel Base        | - | Should be approx 3600mm.                                                    |
| 6- | Steering          | - | Power steering.                                                             |

**(P.L. Srivastava)**  
**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 very 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) of 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**

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



**OFFICE OF THE EXECUTIVE ENGINEER  
MECHANICAL DIVISION**

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

**Dir : 0522-2237311**

**PBX : 2207606, 2209792, Ext. 250**

**Fax : 0522-2235835**

**0522-2237311**

**Condition of Contract**

**Bill of Quantity**

**(For purchase of 8 Nos. 10 KVA DG Set)**

**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 :-

(c) 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

(d) 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 10 KVA DG Set 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 2.00 Lacs for supply of 10 KVA DG Set 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 whichever is later, In Case of failure to deposit performance security within 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.
  - (vii) All filled in formats & statement to be attached, Except Format 'C'
  - (viii) List of Lubricant oils required for normal operation of indigenous grade & make.
  - (ix) Latest Annual Report of the company
  - (x) 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.
- (x) Electrical, Electronic, Hydraulic and Lubrication circuit diagrams.
- (xi) Trouble shooting charts.
- (xii) List of fast moving parts along with their prices.
- (xiii) Certificate of Insurance as applicable as per terms of Purchase order.
- (xiv) Write up on safety measure/provisions.
- (xv) Parts catalogue
- (xvi) 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.

**(P.L. Srivastava)**  
**Executive Engineer**  
**Mechanical Division,**  
**P.W.D. Lucknow**

**TECHNICAL SPECIFICATIONS OF 10 KVA DG SET**

- |     |                          |                                                                                                            |
|-----|--------------------------|------------------------------------------------------------------------------------------------------------|
| 1-  | RATED CAPACITY           | - 10 KVA                                                                                                   |
| 2   | DUTY CYCLE               | - CONTINUOUS                                                                                               |
| 3   | NO. OF PHASES            | - 3                                                                                                        |
| 4-  | RATED OUT PUT VOLTAGE    | - 415 VOLTS                                                                                                |
| 5-  | FREQUENCY                | - 50 Hz                                                                                                    |
| 6-  | POWER FACTOR             | - 0.8                                                                                                      |
| 7-  | COOLING                  | - AIR COOLED                                                                                               |
| 8-  | CONTROL                  | - MANUAL                                                                                                   |
| 9-  | ENGINE                   | - KIRLOSKAR OR ANY OTHER STANDARD MAKES<br>& IT SHOULD BE APPROVED BY LATEST CPCB<br>EMISSION LIMITS/NORMS |
| 10- | EXCITATION               | - SELF                                                                                                     |
| 11- | <b><u>ALTERNATOR</u></b> |                                                                                                            |
|     | (A) RATED POWER          | - 10 KVA                                                                                                   |
|     | (B) INSULATION           | - 'H' CLASS                                                                                                |
| 12- | BATTERY                  | - 12V EXCIDE OR ANY OTHER STANDARD MAKE                                                                    |
| 13- | ACOUSTIC ENCLOSURE       | - IT IS TO BE DULY APPROVED BY CPCB                                                                        |
| 14- | FUEL TANK CAPACITY       | - IT SHOULD BE SUITABLE FOR 12 HRs.                                                                        |

**(P.L.Srivastava)**  
**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 very 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) of 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**

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



**OFFICE OF THE EXECUTIVE ENGINEER  
MECHANICAL DIVISION**

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

**Dir : 0522-2237311**

**PBX : 2207606, 2209792, Ext. 250**

**Fax : 0522-2235835**

**0522-2237311**

**Condition of Contract**

**Bill of Quantity**

**(For purchase of 8 Nos.-125 KVA DG Set)**

**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 :-

(e) 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

(f) 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 125 KVA DG Set 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 6.00 Lacs for supply of 125 KVA DG Set 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 whichever is later, In Case of failure to deposit performance security within 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.
  - (xi) All filled in formats & statement to be attached, Except Format 'C'
  - (xii) List of Lubricant oils required for normal operation of indigenous grade & make.
  - (xiii) Latest Annual Report of the company
  - (xiv) 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.
- (xvii) Electrical, Electronic, Hydraulic and Lubrication circuit diagrams.
- (xviii) Trouble shooting charts.
- (xix) List of fast moving parts along with their prices.
- (xx) Certificate of Insurance as applicable as per terms of Purchase order.
- (xxi) Write up on safety measure/provisions.
- (xxii) Parts catalogue
- (xxiii) 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.

**(P.L. Srivastava)**  
**Executive Engineer**  
**Mechanical Division,**  
**P.W.D. Lucknow**

## Technical Specification for DG Sets 125 KVA

### Diesel Generating Set

Diesel Generating set complete with diesel engine, alternator and standard control panel and acoustic canopy for noise control conforming to specification as detailed below. Diesel engine and alternator shall be close coupled and mounted on a base plate of robust construction with AVM pads. DG sets shall meet the requirements of environmental (protection) rules 1986 with latest amendment as laid down by Ministry of Environment & Forests read with GSR 371 (E) dtd. 17-02-02 and GSR 520 (E) dtd. 01-07-03 and also the environment (protectors) second amendment rules 2004 notified on 12-07-2004 shall be complied with "in total" in respect of emission norms for the engine. All engines will be generally conforming to IS10000/BS649/Bs5514 and also certified by CPCB dully effective from 01.07.2014.

### **Make of the components :-**

**Engines:-** SIMPSON/GREAVES/CUMMINS/KIRLOSKAR

Alternators:

KIRLOSKAR/CROMPTON/STAMFORD.

### **Make of the components used in control panel:-**

MCCB	:	L&T/GE/C7S/HAVELLS/ABB/SCHNEIDER.
CONTACTORS	:	L& T/GE/C&S/HAVELLS/ABB/SCHNEUDER.
MCB	:	GE/HAGER/MDS/STANDRD/HAVELLS INDOKOPP SCHINEIDER
CTs	:	KAPPA/KALPA/RR ELECTROTECH/VOLT AMPS.
METERS	:	AE/IMP/L&TMECOR/RISHAB/ENERCON/CADEL
PUSH BUTTIONS	:	VAISHNO/RASS/TECKNIQRE/JAIBALAJI.
SWTICHES	:	VAISHNO/SALZAR/SWTTRON/SWITCH-ON/ KAYCEE.
FUSE BASE	:	INDO ASIAN/GE/C&S/VAISHNO/KAYCEE.
WIRES& CABLES	:	VARSHA/POLYCAB/RP CABLES/FINOLEX
MDI	:	ECE/HAVELLS/HOTLINE/L&T.
RELAYS	:	ALSTOM/AVKSEGC.EASUN.NAGOBAMINILEC/ RISHAAB/BERNENI/EC2/JEEYAN.
OVERLOAD RELAY	:	L&T/GE/C&S/HAVELLS/ABB/SCHNEIDER.
TIMER	:	EAPL/MINILES/SELECTRON.
FUSE LINKS	:	INDOASLAN/GE/C&S/HAVELLS/STANDARD /KAYCEE.
INDICATING LAMPS	:	RAAS/VAISHNO/TEKNIC/JAIBALAJI.

### **Specification for Alternator, Diesel Engine and Manual Control panel**

#### **ALTERNATOR :**

The alternator shall be self excited and self regulated of 125 KVA rating in three phase at 240415 V, 50 Hz, 1500 RPM and 0.8 lagging power factor and shall conform to IS: 13364 (part II) 1992. The alternators shall be of brushless type with VG3 Grade of voltage regulation. The alternaton shall be screen protected drip proof with IP 21 degree of protection as per IS : 4691/85

## **DIESELENGINE :**

The diesel engine shall be Water-cooled, electric start developing 156 BHP or more at 1500 RPM with class A-2 governing for alternator to deliver specified continuous KVA output at 0.8 lagging pf at NTP conditions. The diesel engine should be capable of providing 10% overload. The diesel engine shall conform to IS : 10000 or BS 649 or BS 5514 series standards as applicable.

### **The Diesel engine shall be complete with the following accessories:**

- 1- Fuel tank with capacity for 12 hrs continuous running at full load.
- 2- Engine instrument panel consisting of starting switch with key, lube oil temperature and pressure gauges, RPM indicator and hour meter.
- 3- Safety controls to shut down the engine in the event of Low lube oil pressure or high water temperature.
- 4- Radiators.
- 5- Exhaust silencer.
- 6- 12V or 24V starting system complete with charging alternator and cutout.
- 7- Lead acid batteries of suitable ratings with connecting cables. The batteries shall conform to relevant IS.
- 8- Standard set of Tools and spares for maintenance.

## **STANDARD,CONTROL PANEL**

The control panel shall be fabricated from steel sheet or 1.5 mm thickness duly pretreated and aesthetically finished. The control panel shall be totally enclosed, dust and vermin proof floor mounted/wall mounted type with IP-53 degree of protection as per IS:2147:62

### **The Standard control panel shall consist the following instruments:**

- 1- A.C. volt meter (s) of class 1.5 accuracy 0-600 volts with 4 position selector switch.
- 2- 3 Nos single phase AC ammeter of Class 1.5 accuracy and of suitable range.
- 3- HRC fuses of suitable ratings and MCBs of suitable ratings.
- 4- One MCCB of suitable ratings.
- 5- Frequency meter digital type.
- 6- Power factor meter digital type.
- 7- Push button switch for ON and OFF operation.
- 8- Pilot lamps 3 number.
- 9- Battery charger complete with voltage regulator, Voltmeter and Ammeter for charging the battery from mains. This will be in addition to the battery charging alternator fitted on the engine.
- 10- MDI of suitable rating.
- 11- Instrument and control fuses.

All the components in the control panel shall be properly mounted, duly wired and labeled. Suitable terminals are to be provided for panel incoming and outgoing connections. The instruments/ components shall be of reputed make item no 2,5,6 and 10 can be alternatively supplied in one combined digital meter.

## **ACCOUSTCCANOPY**

(A)

- 1- The acoustic enclosure shall be of modular construction and designed for minimum 25 db (A) . insertion loss over the ambient noise level.
  - 2- The manufacturer should offer a standard acoustic enclosure of 25 db(A) insertion loss and also a suitable exhaust maffect with insertion loss of 25 db(A)
  - 3- The acoustic enclosure shall be of modular construction with the provision to assemble and dismantle easily. The enclosure should be facricated with 2mm CRCA sheet . The sheet metal component shall be pretreated by seven tank treatment process and should be pure polyester based powder coated inside and outside. the size of canopy should be such that adequate space all around for proper maintenance of DG set and its attachments is available.
- (B) The sound absorbent material of 96 kg/m<sup>3</sup> density and 75 mm thickness conforming to IS:8183 will be provided duly covered with tissue paper of 0.175 mm thickness.

The Temperature inside canopy will not increase beyond 55°C.. An axial flow fan of required size & speed to provide adequate volume of air for cooling and combustion of engine shall be provided

### **Safety Device**

- 1- In case of failure of fan inside canopy, if temp, exceeds55°C. generator should trip of with alarm for high temp. Necessary temp. sensors should be provided.
- 2- An emergency stop button and meter with digital display should be provided at a convenient place of canopy.

**(P.L. Srivastava)**  
**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 very 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) of 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**

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

**OFFICE OF THE EXECUTIVE ENGINEER  
MECHANICAL DIVISION**

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

**Dir : 0522-2237311**

**PBX : 2207606, 2209792, Ext. 250**

**Fax : 0522-2235835**

**0522-2237311**

**Condition of Contract**

**Bill Of Quantity**

**(For purchase of 08 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 :-

(g) 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

(h) 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 18.00 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.
  - (xv) All filled in formats & statement to be attached, Except Format 'C'
  - (xvi) List of Lubricant oils required for normal operation of indigenous grade & make.
  - (xvii) Latest Annual Report of the company
  - (xviii) 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.
- (xxiv) Electrical, Electronic, Hydraulic and Lubrication circuit diagrams.
- (xxv) Trouble shooting charts.
- (xxvi) List of fast moving parts along with their prices.
- (xxvii) Certificate of Insurance as applicable as per terms of Purchase order.
- (xxviii) Write up on safety measure/provisions.
- (xxix) Parts catalogue
- (xxx) 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 About 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.

**(P.L. Srivastava)**  
**Executive Engineer**  
**Mechanical Division,**  
**P.W.D. Lucknow**

**TECHNICAL SPECIFICATIONS OF 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 .
  - 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.

**( P.L. Srivastava )  
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 very 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) of 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.

**Annexure-C****PRICE - SCHEDULE**

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

**OFFICE OF THE EXECUTIVE ENGINEER  
MECHANICAL DIVISION**

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

**Dir : 0522-2237311**

**PBX : 2207606, 2209792, Ext. 250**

**Fax : 0522-2235835**

**0522-2237311**

**Condition of Contract**

**Bill Of Quantity**

**(For purchase of 24 Nos. Engine derive Bitumen sprayer)**

**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 sprayer 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. 8.00 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 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 About 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.

**(P.L. Srivastava)**  
**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.

( P.L. Srivastava)  
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 very 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) of 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**

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

**OFFICE OF THE EXECUTIVE ENGINEER  
MECHANICAL DIVISION**

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

**Dir : 0522-2237311**

**PBX : 2207606, 2209792, Ext. 250**

**Fax : 0522-2235835**

**0522-2237311**

**Condition of Contract**

**Bill of Quantity**

**(For purchase of 08 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. 12.00 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 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 About 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.

**(P.L. Srivastava)**  
**Executive Engineer**  
**Mechanical Division,**  
**P.W.D. Lucknow**

**TECH SPECIFICATIONS OF TENDEM VIBRATORY ROAD ROLLER**  
**SUITABLE FOR BITUMINOUS MIX COMPACTION**

- 1- Operating weight-----8 Tones or more
- 2-(a) Drum width-----minimum-1450m.m  
(b) Drum Dia-----minimum-1050m.m
- 3- Total compaction force-----Not less than 22500 Kgs.
- 4- Engine-----Suitable Diesel engine with power  
rating not less than 70 HP. at 2500 RPM
- 5- Drive-----Hydrostatic drive on both drums.
- 6- Vibration  
Frequency-----not less than 40 HZ  
Amplitude-----minimum amplitude not more than 0.40mm
- 7- Brakes----- Service Brakes Hydrostatic  
Parking brake Hydraulic/Mechanical
- 8- Steering----- Hydrostatic power centrally Articulated
- 9- Gradeability----- Not less than 20 Degree.

The Standard equipment shall be with sun roof Canopy, Horn, night working lights. Instrument panel with control instruments including hour meter & pressurised water Sprinkler wear resistant scrapper. The equipment should be suitable to easy Kerb edge compaction with good Visibility on drum. The equipment with small turning radius shall be preferred.

**( P.L. Srivastava)**  
**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 very 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) of 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**

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

**OFFICE OF THE EXECUTIVE ENGINEER  
MECHANICAL DIVISION**

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

**Dir : 0522-2237311**

**PBX : 2207606, 2209792, Ext. 250**

**Fax : 0522-2235835**

**0522-2237311**

**Condition of Contract**

**Bill Of Quantity**

**(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. 1.30 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 About 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.

**(P.L. Srivastava)**  
**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 <sup>3</sup> 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.

**(P.L. Srivastava)**  
**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 very 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) of 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**

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

**TECH SPECIFICATIONS OF MECHANICAL /HYDRAULIC BROOM WITH TRACTOR**

**1- Main Brush :-**

- (a) Bristles/ Fill material----- Polypropylene (PPN)/ Carbon Steel
- (b) Dia meter -----Should not be less than 500mm
- (c) Length-----should be 1850m.m or more.
- (d) Drive-----Hydraulically Powered

**2- Water Spray System :-**

- (a) Tank Capacity----- About 200 Liter
- (b) Pump -----suitable capacity with Spray Nozzles
- (c) Drive-----Hydraulically Powered

**3- Waste Hopper Collector: -----**

Volumetric Capacity----- About 200 ltrs.

**4- Mounting :-**

The mechanical/ hydraulic Broom shall be mounted on/attached to a suitable Construction/ Industrial/utility tractor.

The tractor will be of minimum 45HP power rating, power steering & a Suitable hydraulic pump .

**Executive Engineer  
(Procurement)  
P.W.D. Lucknow**

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

**Superintending Engineer  
17th (E/M) Circle  
P.W.D. Lucknow**

**Chief Engineer(E/M)  
P.W.D. Lucknow**

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

**Dir:** 0522-2237311,

**Fax:** 0522-2237311

**Letter No.- 1699/2MT-17 E/M**

**Dated- 10-07-2014**

**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 26.07.2014 to 04.08.2014 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 05.08.2014 and will be opened in the office of the Superintending Engineer, 17<sup>th</sup> Circle P.W.D.,96 Mahatma Gandhi Marg, Lucknow at 2.00 p.m. on 06.08.2014 in the presence of tenderers.

Sl No	Name of Work & Specification	Qty.	Earnest Money	Cost of Tender	Validity of Tender	Period of Completion of work
1.	S/o Loader 2.1Cu.m. capacity complete in all respect.	08 Nos.	Rs 18.00 Lacs.	Rs. 300.00 + T.T 2000.00 Stationary Charge	3 Months	3 Months
2.	S/o Engine driven Bitumen sprayer complete in all respect Capacity 2.5 Ton	24 Nos.	Rs. 8.00 Lacs.	Rs. 300.00 + T.T 2000.00 Stationary Charge	3 Months	3 Months
3.	S/o of 8 -10 Ton Capacity Tendam Vibratory Roller. complete in all respect	08 Nos.	Rs. 12.00 Lacs.	Rs. 300.00 + T.T 2000.00 Stationary Charge	3 Months	3 Months
4.	S/O Chip Spreader	04 Nos.	Rs. 1.30 Lacs.	Rs. 300.00 + T.T 2000.00 Stationary Charge	3 Months	3 Months
5.	S/O BS-III Model Tipper with Body 8.5 CUM complete in all respect	08 Nos.	Rs. 8.80 Lacs.	Rs. 300.00 + T.T 2000.00 Stationary Charge	3 Months	3 Months
6.	S/O 125KVA DG Set Complete in all respect	08 Nos.	Rs. 6.00 Lacs.	Rs. 300.00 + T.T 2000.00 Stationary Charge	3 Months	3 Months
7.	S/O 10KVA DG Set Complete in all respect	08 Nos.	Rs 2.00 Lacs.	Rs. 300.00 + T.T 2000.00 Stationary Charge	3 Months	3 Months

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 and Rs. 100/- Stamp Paper with General Revenue Stamp Rs. 1/- for Validity of Tender.
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.

**Superintending Engineer**  
**17<sup>th</sup> Circle , P. W. D., Lucknow**

**कार्यालय अधीक्षण अभियन्ता**  
**17 वां वि०/यां० वृत्त लो०नि०वि०**  
**लखनऊ**  
**96, महात्मा गाँधी मार्ग, लखनऊ (राजभवन के सामने)**

फोन नं०- 0522-2237311

फैक्स नं०- 0522-2237311

पत्रांक:- 1698/2एम०टी०-17ई०एम०/14

दिनांक- 10.07.2014

**निविदा सूचना**

महामहिम श्री राज्यपाल, उ०प्र० की ओर से निम्न कार्य हेतु मूल निर्माता/अधिकृत विक्रेताओं से मोहरबन्द निविदाएं आमंत्रित की जाती है। निविदा प्रपत्र दिनांक 26.07.2014 से दिनांक 04.08.2014 के मध्य निम्नलिखित कार्यालयों से निर्धारित शुल्क दे कर प्राप्त किये जा सकते हैं,

**कार्यालय जिनसे निविदा प्रपत्र प्राप्त किया जा सकता है:-**

- 1 अधीक्षण अभियन्ता, 17वां वि०/यां० वृत्त , लो०नि०वि० लखनऊ
2. अधिशासी अभियन्ता, यांत्रिक खण्ड, लो०नि०वि० लखनऊ ।
3. अधिशासी अभियन्ता, अस्थायी यांत्रिक खण्ड-2 लो०नि०वि० लखनऊ ।
4. कार्य अधीक्षक, अ०वि०नि०ई० वि०/यां० लो०नि०वि० लखनऊ ।

मोहर बन्द निविदायें इनमें से किसी भी कार्यालय में दिनांक 05.08.2014 को अपराहन 4.00 बजे तक जमा किया जा सकता है और दिनांक 06.08.2014 को अपराहन 4.00 बजे कार्यालय अधीक्षण अभियन्ता, 17वाँ (वि०/याँ०) वृत्त, 96 महात्मा गाँधी मार्ग, लखनऊ के कार्यालय कक्ष में निविदा दाताओं अथवा उनके अधिकृत प्रतिनिधि के समक्ष खोली जायेगी ।

क्र० सं०	कार्य का नाम	संख्या	धरोहर धनराशि रु० लाख में	निविदा प्रपत्र का मूल्य	कार्य पूर्ण करने की अवधि	निविदा की वैधता
1	2	3	4	5	6	7
1	2.1 क्यूबिक मीटर क्षमता के लोडर की आपूर्ति	08 अद्द	18.00 लाख	300.00 +T.T. 2000.00 स्टेशनरी चार्जेज	03 माह	03 माह
2	इंजन चलित बिटुमिन स्प्रेयर की आपूर्ति क्षमता 2.5 टन	24 अद्द	8.00 लाख	300.00 +T.T. 2000.00 स्टेशनरी चार्जेज	03 माह	03 माह
3	8 से 10 टन क्षमता के टेन्डम वाईब्रेटरी रोलर की आपूर्ति	08 अद्द	12.00 लाख	300.00 +T.T. 2000.00 स्टेशनरी चार्जेज	03 माह	03 माह
4	चीप स्प्रेडर की आपूर्ति	04 अद्द	1.30 लाख	300.00 +T.T. 2000.00 स्टेशनरी चार्जेज	03 माह	03 माह

5	बी0एस0-III माडल टिपर विथ बाडी 8.5 क्यूमी0 की आपूर्ति	08 अद्द	8.80 लाख	300.00 +T.T. 2000.00 स्टेशनरी चार्जेज	03 माह	03 माह
6	125 के0वी0ए0 क्षमता के डीजी सेट की आपूर्ति एवं स्थापन का कार्य	08 अद्द	6.00 लाख	300.00 +T.T. 2000.00 स्टेशनरी चार्जेज	03 माह	03 माह
7	10 के0वी0ए0 क्षमता के डीजी सेट की आपूर्ति	08 अद्द	2.00 लाख	300.00 +T.T. 2000.00 स्टेशनरी चार्जेज	03 माह	03 माह

### निविदा की शर्तें :-

1. निविदा प्रपत्र नगद अथवा डिमान्ड ड्राफ्ट किसी राष्ट्रीय कृत बैंक द्वारा निर्गत हो जो कि अधिशासी अभियन्ता, याँत्रिक खण्ड, लो0नि0वि0, लखनऊ के नाम देय हो से क्रय की जा सकती है। निविदा प्रपत्र डाक द्वारा भी रू0 100.00 के डिमान्ड ड्राफ्ट जो अधिशासी अभियन्ता, याँत्रिक खण्ड, लो0नि0वि0, लखनऊ के पक्ष में देय हो अतिरिक्त शुल्क के रूप में देकर प्राप्त की जा सकती है।
2. निविदा प्रपत्र वेब साइट <http://uppwd.up.nic.in> से डाउन लोड की जा सकती है, निविदा मूल्य अधिशासी अभियन्ता, याँत्रिक खण्ड, लो0नि0वि0, लखनऊ के नाम डिमान्ड ड्राफ्ट द्वारा देय होगा।
3. निविदा के साथ धरोहर धनराशि संलग्न होनी चाहिए। धरोहर धनराशि राष्ट्रीयकृत बैंक की एफ0डी0आर0/डाकघर बचत खाता (एन0एस0सी0) के रूप में होना चाहिए जो अधिशासी अभियन्ता, याँत्रिक खण्ड, लो0नि0वि0, लखनऊ के पक्ष में बन्धक होगा।
4. धरोहर धनराशि संलग्न न होने की स्थिति में निविदा निरस्त कर दी जायेगी।
5. मशीनों की संख्या अधिकृत अधिकारी द्वारा घटाई-बढ़ाई जा सकती है।
6. निविदा स्वीकृत/निरस्त करने का विभाग को पूर्ण अधिकार है। विभाग बिना कारण बताए किसी भी निविदा को निरस्त कर सकता है।
7. रजिस्ट्रेशन प्रमाण-पत्र और इन्कम टैक्स पैन संख्या या टैन संख्या निविदा दाता द्वारा देय होगा।
8. एक्साइज ड्यूटी के भुगतान का प्रमाण-पत्र निविदा दाता द्वारा देय होगा।

अधीक्षण अभियन्ता  
17 वां वि0/यां0 वृत्त  
लो0नि0वि0, लखनऊ