



IRRIGATION DEPARTMENT

UTTAR PRADESH

GeM BID DOCUMENT

Buyer Added Bid Specific ATC(Additional Terms and Conditions)

FOR

SUPPLY OF M. S. WELDING ELECTRODE
IN VARIOUS DIVISIONS OF
IRRIGATION DEPARTMENT, UTTAR PRADESH

BID NUMBER : **GEM/2023/B/4225246**

ADDRESS FOR COMMUNICATION/OFFICE ADDRESS : OFFICE OF SUPERINTENDING ENGINEER
CENTRAL EQUIPMENT & STORES PROCUREMENT
CIRCLE-II, GANGA SINCHAI
BHAWAN, TELIBAGH,
LUCKNOW-226025
TEL NO. 0522-2442475, 2443522
E-MAIL ADDRESS: secspoc2iduplu-up@nic.in

(It will be the responsibility of the bidders to check GeM Portal e-procurement website <https://gem.gov.in/> for any amendment through corrigendum in the Bid Document. In case of any amendment, bidders shall incorporate the amendments in their bid accordingly.)

Note:- Terms and Conditions stipulated in this ATC(Additional Terms and Conditions) will supersede those in GTC(General Terms and Conditions of GeM) and STC(Specific Terms and Conditions of GeM) of the Bid Document in case of any conflicting provisions.

ATC (ADDITIONAL TERMS AND CONDITIONS)

PART-'A' INSTRUCTIONS TO BIDDERS(ITB)

1. Bid Signing Authority

Individual signing Bid or other documents connected with the contract must write his name in block letters under his signature and must specify whether he/they signs/sign as:

- (i) A "Sole Proprietor" of the Firm or his 'Attorney'.
- (ii) A "Procurator" of the Firm.
- (iii) An active Partner of the Firm in case where authority to refer to arbitration disputes concerning the business of the partnership has been conferred on every partner by Partnership Agreement.
- (iv) A person or persons duly authorized by a power of attorney to bind all the Partners of the Firm in all matters pertaining to the agreement including the arbitration clause.
- (v) In case the tender is submitted by a company/corporation, the same shall be signed by the authorized signatory and evidence/authority of the person signing on behalf of the tenderer shall be furnished along with tender.

Note:

- (a) In case of (iii) & (iv) above, a copy of Partnership Deed Agreement or General Power Of Attorney attested by the Public Notary should be furnished.
- (b) In the case of the Partnership Firm, where authority as aforesaid has not been conferred upon any individual by Partnership Agreement or Power Of Attorney, tenders and other related documents must be signed by all Partners.
- (c) A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to do so and if on enquiry, it appears that the person so signing had no authority to do so, the Purchaser, without prejudice to other civil and criminal remedies may cancel the Contract & hold the signatory liable for all cost of damages.
- (d) Each page of the tender documents schedules and annexures shall be signed and stamped by the Tenderer. Cuttings/over writings/erase, if any, must invariably be initialed by the person signing the tender document.
- (e) Power of Attorney shall be submitted along-with Technical Part of the Bid Document within stipulated time.

The Bidder is expected to examine all instructions, forms, terms & conditions and also technical specifications stipulated in the Bid Document. Failure to furnish all information required as per stipulation of the Bid Document or submission of bid not commensurate to the requirement of the Bid Document in every respect may result in rejection of the bid.

2. Clarification of Bid Document

A prospective Bidder requiring any clarification of the Bid Document may raise his point of clarification through the GeM Portal e-procurement website <https://gem.gov.in/> or through email to purchaser's e-mail address: secespoc2iduplu-up@nic.in or through Post.

3. Clarification of Bids submitted by Bidders

During evaluation of bids, the purchaser may, at its discretion, seek clarification on any point relating to their bid on GeM Portal by "Seek Clarification". The request for clarification and the response shall be in writing through "Seek Clarification" provision on GeM Portal only. Maximum two (2) days shall be given to the bidder for uploading of clarification on GeM

4. Language of Bid

The bid prepared by the Bidder, as well as correspondence and document relating to the bid exchanged by the bidder and the purchaser shall be written in Hindi or English language.

5. Contacting the purchaser

- 5.1** Subject to the above mentioned clause 3. Clarification of Bids submitted by Bidders, Bidder shall not contact the purchaser in person on any matter regarding their bid, from the time of the bid opening to the time of award of contract. If the bidder wishes to bring additional information to the notice of the purchaser, they can do so in writing.
- 5.2** Any effort by a Bidder to influence the decisions on bid evaluation, award of contract, may result in rejection of the bid.

6. Submission of Technical Bid

All the required documents mentioned in the **Bid Document** shall be uploaded online only through GeM Portal in the PDF format by the bidder.

7. Financial Evaluation and Comparison of Bids

- 7.1 The Purchaser shall evaluate the financial bids of only those Bidders whose technical bids have been accepted by the purchaser.
- 7.2 The bidders not quoting the prices for in the manner as prescribed in the **Offer Price** shall be rejected.
- 7.3 Financial Evaluation of bids shall be done on the basis of “Item-wise lowest landed bid price (Inclusive of Basic Price including Packaging, Forwarding, Transit, Insurance & Freight Charges, Testing & Inspection charges and all taxes including **GST** (IGST /CGST/SGST) for any station in U.P.) as stipulated in the **Offer Price**.”
- 7.4 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices in the **Offer Price**.
- 7.5 No weightage shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the tender.
- 7.6 Bidder shall submit complete breakup of the quoted price (**in % only**) in the required price bid format provided as **Annexure “Schedule ‘A’ : Schedule of Prices & Quantities/BOQ”** considering the quantities, delivery locations, inclusive of all costs and GST along with the bid.
- 7.7 The Bidder/firm shall furnish documentary proof for being registered as small / medium / large scale unit by any statutory body along-with location of their unit indicating the state where it is located. **Bidder claiming for price preference, must submit the scanned copy of relevant government order issued & in force till the last prescribed date of submission of offer along with request letter for seeking price preference under relevant clause of Government Order in technical part of the bid.**
- Price/Purchase preference to the firm shall be considered only as per prevalent rules/Govt. orders in force, on the request of the firm. Bidder found eligible for preference, shall have to match his price with the lowest bidder, in case he is willing to work on the lowest rates. Purchaser Decision in this regard shall be final and binding on bidder.**

8. Criteria for Award of Contract

- 8.1 The purchaser shall ensure that the lowest responsive bid meets all the criteria specified in the Bid Document.
- 8.2 The purchaser decision in awarding the contract shall be final.
- Purchaser’s right to accept any bid and to reject any or all Bids:** The Purchaser reserves the right to accept or reject any bid, annul the bidding process and reject all bids at any time prior to award of the contract without assigning any reason whatsoever. Purchaser’s decision on any matter shall be final and any bidder shall not enter into correspondence with purchaser unless asked for. Purchaser may call for additional documents if required. Purchaser would also consider information already available with them regarding Bidder’s credentials.

9. Signing of Contract

The Purchaser shall issue the award of contract to the successful bidder/s. The successful bidder/s shall sign the “Detailed Contract/Agreement” by attending the purchaser’s office within **15 days** from the date of issuance of award of contract along with following documents-

- (a) Performance Guarantee/Security valid for stipulated period mentioned hereinafter in shape of Bank Guarantee as mentioned in the clause no. 9.0 of annexed Part-‘C’ Special Conditions of Contract of this ATC herein after by the successful bidder or his Original Manufacturer who has authorized the bidder.
- (b) Rs. 100.00 Non Judicial Blank Stamp Paper issued in favour of the firm.
- (c) Power of attorney in the name of person signing the contract/agreement deed on general stamp paper of Rs.100.00 duly attested by public notary.
- (d) Copy of Board of Directors resolution duly attested by public notary as the case may be.
- (e) Form of Warrantee Clause as per Annexure-WC duly filled in to fulfill performance guarantee on letter head of the successful bidder and his Original Manufacturer who has authorized the bidder.
- (f) 'Integrity Pact' as per Annexure- IP on letter head of the successful bidder and his Original Manufacturer who has authorized the bidder.
- (g) Form of e-Payment as per Annexure- EP

If bidder fails to sign the Detailed Contract/Agreement within stipulated time, purchaser may rescind /cancel the award of contract and action may be initiated to forfeit the earnest money and debar/ /ban/suspend/blacklist the firm, as the case may be, for any departmental tender for a period of time. The bidders exempted from earnest money under GeM GTC shall be debarred from participating in further tender and the matter shall be intimated to the certificate issuing authority for strict action.

10. **In case authorized dealers/resellers are participating as a bidder, they are required to submit scanned copy of authorization letter on Rs.100.00 non-judicial stamp paper by their original manufacturer as per Annexure-“UT” Undertaking, along with the certificate by the authority who is issuing the authority letter that he as a person bears the authority to issue authorization letter and his decision is acceptable to the principal manufacturer.**

11.1 **EARNEST MONEY DEPOSIT (EMD):**

The Bidder shall furnish, a Bid Security/EMD in the amount of **Rs 61,370.00 (Rs. Sixty One Thousand Three Hundred Seventy only)** in favour of the purchaser (Beneficiary) i.e.

**Superintending Engineer,
Central Equipment & Stores Procurement Circle-II,
Irrigation Department, U.P., Lucknow**

valid for a period of 90 Days from the scheduled Bid End Date mentioned in the Bid Document. Bid Security/EMD shall be submitted **only in the form of Bank Guarantee** as mentioned below, failing which their offer may not be considered.

Bank Guarantee(B.G.) from any of the scheduled commercial banks on **Non Judicial Stamp paper of worth Rs 307.00 (Three Hundred Seven Rupees Only)** as per prevailing Government orders of U.P. duly affixing Revenue Stamp of Rs. 1.00 there-upon on enclosed prescribed pro-forma (**Annexure-“EM”**). Due precautions shall be taken in preparation of Bank Guarantee in respect of following:-

- (i) The non-judicial stamp paper used in preparation of B.G., must be issued from Govt. Treasury / Authorised Bank / Authorised Vendors and must be legally acceptable.
- (ii) As per Indian Stamp Act 1899, the duty shall be payable by the person drawing, making and executing the bond. The stamp paper used in Bank Guarantee shall be issued in the name of Bank issuing the Bank Guarantee from the Treasury or authorized vendor.
- (iii) Reference of offer of bidder shall be properly entered in the blank spaces of prescribed Bank Guarantee format.
- (iv) The Bank Guarantee Bond shall be written in such manner that stamp may appear on the face of the bond.
- (v) All the cutting and erasures shall be properly authenticated. Only water marked paper shall be used, if required additionally.
- (vi) Bank Guarantee Bond not complying with the above stipulations shall not be accepted.
- (vii) **Scanned copy of the Bank Guarantee shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the office of purchaser within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.**

11.2 EMD EXEMPTION: The bidders seeking EMD exemption, must submit the valid supporting documents for the relevant categories as per recently updated General Terms and Conditions on GeM and as per U.P. Government G.O. No.5/2016/253/18-2-2016-3(lih)/2010 dated 01.04.2016 promulgating UTTAR PRADESH PROCUREMENT MANUAL (procurement of goods) & G.O. No.2119/18-5-2002-52(SP)/98 dated 21.11.02 as follows:

Categories as per the General Terms and Conditions on GeM:

- (i) Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
- (ii) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP)
- (iii) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- (iv) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- (v) Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- (vi) Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
- (vii) Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
- (viii) Sellers/Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- (ix) Central / State PSUs.
- (x) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

Categories as per U.P. Government G.O. No.5/2016/253/18-2-2016-3(lih)/2010 dated 01.04.2016 promulgating UTTAR PRADESH PROCUREMENT MANUAL (procurement of goods) & G.O. No.2119/18-5-2002-52(SP)/98 dated 21.11.02:

- (a) SSI unit registered for participation under STORES PURCHASE PROGRAMME with Director of Industries, U.P. or National Small Scale Industries Corporation (NSIC) for the tendered item are exempted from depositing the Earnest Money.
- (b) Micro and Small Enterprises and Industrial Co-operatives within State of Uttar Pradesh which are certified as such by the Commissioner and Director of Industries or by Deputy Commissioner, District Industries Centre, are exempted in respect of certified items from furnishing earnest money deposit in support of tenders submitted by them. The Khadi and Village Industries Co-operative Societies within the State Uttar Pradesh, registered as such with the Khadi and Village Industries Board/Khadi and Village Industries Commission on furnishing proof of such registration are also exempted from furnishing earnest money deposit.
- (c) Micro and Small Enterprises registered with the National Small Industries Corporation Limited, New Delhi (NSIC) and in respect of which competency certificates are issued by the NSIC will be exempted from furnishing earnest money deposit. As per Gazette Notification dated 26.06.2020 of Ministry of Micro, Small and Medium Enterprises, New delhi & as per Govt. Order No.-7/2020/151/18-2-2020-63(Yk0m0)/2012 Dated 19.03.2020, Micro & Small Enterprises are exempted from furnishing **Earnest Money/Bid security (EMD)**. Necessary criteria for Micro/Small Enterprises are as follows

(1) Classification of enterprises.-An enterprise shall be classified as a micro or small enterprise on the basis of the following criteria, namely:--

- (i) **a micro enterprise**, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) **a small enterprise**, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

(2) Composite criteria of investment and turnover for classification

- (i) A composite criterion of investment and turnover shall apply for classification of an enterprise as micro or small.
- (ii) **If an enterprise crosses the ceiling limits specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover.**
- (iii) All units with Goods and Services Tax Identification Number (GSTIN) listed against the same Permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro or small enterprise.

(3) Calculation of investment in plant and machinery or equipment

- (i) The calculation of investment in plant and machinery or equipment will be linked to the Income Tax Return (ITR) of the previous years filed under the Income Tax Act, 1961.
- (ii) In case of a new enterprise, where no prior ITR is available, the investment will be based on self-declaration of the promoter of the enterprise and such relaxation shall end after the 31st March of the financial year in which it files its first ITR.
- (iii) The expression —plant and machinery or equipment of the enterprise, shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings).
- (iv) The purchase (invoice) value of a plant and machinery or equipment, whether purchased first hand or second hand, shall be taken into account excluding Goods and Services Tax (GST), on self-disclosure basis, if the enterprise is a new one without any ITR.
- (v) The cost of certain items specified in the Explanation I to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery.

(4) Calculation of turnover

- (i) Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro or small, for the purposes of classification.
- (ii) Information as regards turnover and exports turnover for an enterprise shall be linked to the Income Tax Act or the Central Goods and Services Act (CGST Act) and the GSTIN.
- (iii) The turnover related figures of such enterprise which do not have PAN will be considered on self-declaration basis for a period up to 31st March, 2021 and thereafter, PAN and GSTIN shall be mandatory.

(d) Government institutions / State Public Sector Undertakings, which manufacture and supply goods, are exempted from furnishing earnest money for tenders.

12. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):

The Bidder shall note carefully that in the event of the breach of any terms and conditions or subsequent commitment of assurance forming part of their bid, purchaser shall have unquestionable right to reject the offer and forfeiture of Earnest Money. In the event of bidder's offer being accepted and failure for signing the agreement on or before the scheduled date as stipulated in the award of contract/acceptance letter, earnest money deposited with the department shall be liable for forfeiture and no claim whatsoever shall be entertained in such case.

13. RELEASE OF EARNEST MONEY DEPOSIT (EMD):

The Earnest Money, submitted in the form of Bank Guarantee, shall be released without any interest whatsoever. However, the earnest money of the bidder failing to qualify Financial Part of the tender, may be released earlier.

(Superintending Engineer)
Central Equipment & Stores Procurement Circle-II
Irrigation Department, U.P., Lucknow

ATC (ADDITIONAL TERMS AND CONDITIONS)

PART-'B' GENERAL CONDITIONS OF CONTRACT(GCC) FOR THE SUPPLY OF PLANT AND MACHINERY

1. **Definitions:-** In constructing these general and special conditions and the annexed specifications, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context in consistent with such constructions:
 - (i) "Contract" shall mean and include the general and special conditions, Specifications, Schedules, drawings, form of bidding, covering letter, schedule of prices or the final general conditions, Specifications & Technical Conditions, and drawings, and the agreement to be entered into under clause 3 of these general conditions.
 - (ii) "Contractor" shall mean the person, firm or company whose bidding shall be accepted by the Purchaser and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, legal heirs, executors and administrators unless excluded by the contract.
"Sub-Contractor" shall mean the person, firm or company, named in the contract for any part of the work or any person, firm or company to whom any part of the contract has been sublet with the consent in writing of the Purchaser.
 - (iii) "Plant", "Machinery", "Equipment" and "Material" shall mean the plant and material to be provided by the contractor under the contract.
 - (iv) "Specifications" shall mean the specifications annexed to these general conditions and schedules thereto, if any.
 - (v) "Site" shall mean the site of the proposed work as detailed in the specifications or any other place in Uttar Pradesh where works is to be executed under the contract.
 - (vi) "Month" shall mean calendar month.
 - (vii) "Writing" shall include any manuscript, type-written or printed statement, under or over signature or seal, as the case may be:
 - (viii) "Purchaser" shall mean Governor of Uttar Pradesh and shall include his successors and assignees.
 - (ix) "Engineer" shall mean the officer placing the order for the work with the contractor or his duly authorized representative.
 - (x) The term "trial" or "test" shall mean such test or tests as are prescribed by the specifications or considered necessary by the engineer.
2. **Contractor to inform himself fully-**The contractor shall be deemed to have carefully examined the general and special conditions, specifications, schedules, Technical Conditions, drawings and any other details pertaining to the contract. If he shall have any doubt as to the meaning of any portion of these conditions or of the specifications, schedules or drawings he shall, before signing the contract, set forth the particulars thereof and submit, them to the engineer in writing, in order that such doubt may be removed.
3. **Signing of Contract-**A formal agreement shall, if required by the Purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the contract. Further, if required by the Purchaser, the Contractor shall deposit with the Purchaser as security for the due and faithful performance of the contract such sum not being less than one percent of the total value of the contract and not exceeding ten percent thereof, as may be fixed by the Purchaser either in cash or other form approved by the Purchaser. If the Contractor is allowed to furnish security in the form of bank Guarantee, such guarantee shall be to the satisfaction of the Purchaser and shall be extended from time to time by the Contractor till the Engineer certifies that the terms and conditions of the contract have been fully and properly carried out by the Contractor, and any default on the part of the Contractor to extend the guarantee from time to time as aforesaid, shall be construed to be a breach of the contract. The security deposit shall be refunded to the Contractor on the delivery and due check and test of the plant at the site of work and after expiry of the maintenance/ guarantee period.
4. **Sub-letting of contract-**The Contractor shall not, without consent in writing of the Purchaser, assign or sub-let his contract, or any part thereof, other than for raw materials, for minor details, or for any part of the plant of which the makers are named in the contract, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.
5. **Instructions to Contractor-**After the bidding has been accepted by the Purchaser all orders or instructions to the Contractor shall except as herein otherwise provided, be given by the Engineer shall be deemed to have been issued on behalf of the Purchaser.
6. **Patent rights-**In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of Letters Patent, in respect of any plant or materials used or supplied by the Contractor under this contract or in respect of any method of using or working by the Purchaser of *such plant, machinery,*

equipment or material, the Contactor will indemnify the Purchaser against such claim or demand and all costs and expenses arising from or incurred by reason of such claim or demand, PROVIDED THAT the Purchaser shall notify the Contractor of the same and the Contractor shall be at liberty, if he so desires, with the assistance of the Purchaser, if required, but at the Contractor's own expense to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such plant, machinery, equipment or material shall be used by the Purchaser for any purpose or in any manner other than for which they have been supplied by the Contractor and specified under this contract.

7. **Quality of materials**-The plant, machinery, equipment or materials shall be manufactured out of the best material conforming to standard specification or of the approved quality by the Purchaser. Manufacture and work shall be carried out with accuracy and in a skilled workmanship like manner.
8. **Training of Engineers**-The contractor shall train at his work Engineers of the Purchaser in the manufacture and assembly [and erection] of plant and its parts for a period of . A separate agreement for such training shall be assigned by the Engineer or Engineers selected for training, the Purchaser and the Contractor on the form appended hereto.
9. **Packing**-The Contractor shall be responsible for protecting and packing the plants securely so as to avoid damage under normal conditions of transport. Packing cases, containers, gunny packing etc. which may be used for purposes of packing and which are delivered with plant will not be returned or paid for unless specifically stipulated.
10. **Power to vary or omit work**-No alterations, amendments, omissions, additions, suspensions, or variations of the plant (hereinafter referred to as "Variations") under the contract as shown by the contract drawings or the specifications shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power subject to the proviso hereinafter contained, from time to time during the execution of the contract by notice in writing to instruct the Contractor to make such variations without prejudice to the contract and the Contractor shall make such variations and be bound by them, as though the said variations occurred in the specifications. If any suggested variations would, in the opinion of the Contractor if, carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions in writing, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost if any, occasioned by any such variations shall be added to, or deducted from, the contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedule, or are not applicable they shall be settled by the Engineer and the Contractor jointly, as far as possible before such variations are carried out.

Provided that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Engineer. In the event of the Engineer requiring any variations, such reasonable and proper notice shall be given to the Contractor as will enable him to make his arrangement accordingly, and in cases where goods or materials have already been prepared, or any designs, drawings, or patterns, have been made or work done that is required to be altered, the Engineer shall allow such compensation in respect thereof as he shall consider reasonable:

Provided that no such variations shall, except with consent in writing of the Contractor, be such as will involve an increase or decrease of the total price payable under the contract by more than 10 percent thereof.

In every case in which the Contractor shall receive instructions from the Engineer for carrying out any work which will, in the opinion of the Contractor, involve a claim for additional payment the Contractor shall, within a week after the receipt of such instructions, inform the Engineer of such claim for additional payment.

11. **Negligence**-If the Contractor shall neglect to manufacture or supply the plant with due diligence and expedition, or shall refuse or neglect to comply with any orders given to him in writing by the Engineer in connection with the manufacture or supply, or shall contravene any provision of the contract, the Purchaser may give notice in writing to the Contractor, to make good the failure neglect or contravention complained of and if the Contractor shall fail to comply with the notice within the time specified therein then it shall be lawful for the purchaser to take the manufacture or supply of plant wholly, or in part, out of the Contractor's hand and give it to another person on contract at a reasonable price and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the contract by him to the Contractor or such part thereof as may be necessary, to the payment of the additional cost of manufacture or supply of such plant as aforesaid, and if necessary, may take action for the recovery of such additional cost from the Contractor.
12. **Death, bankruptcy etc.**-If the Contractor shall die or commit any act of bankruptcy, or being a Corporation commence to be wound up except for reconstruction purposes or carry on its business under a Receiver, the executors, successors, or other representative in law of the state of the Contractor or any such Receiver, liquidator or any person in whom the contract may become vested shall forth with give notice thereof in writing to the Purchaser and shall for one month, during which he shall take all reasonable steps to prevent stoppage of the manufacture or supply of the plant have the option of carrying out the contract subject to his or their providing such guarantees as may be required by the Purchaser but not exceeding the value of the plant or the time being remaining unexecuted. In the event of stoppage of the manufacture of supply or the plant the period of the option under this clause shall be fourteen days only; Provided that, should the above option not be exercised, the contract may be determined; by the Purchaser by notice in writing to the

Contractor, and the Purchaser may exercise the same power which he could exercise and will have the same rights which he would have under the last preceding clause, if the work had been taken out of the Contractor's hand under that clause.

13. **Inspection and testing**-The Engineer and his duly authorized representatives shall have at all reasonable times access to the Contractor's premises, and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the plant during its manufacture there, and if part of the plant is being manufactured on other premises, the Contractor shall obtain for the Engineer and for his duly authorized representative permission to inspect it as if the plant was manufactured on the Contractor's own premises.

The Engineer shall, on giving seven days notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any plant, or workmanship connected with such work which, in his opinion, are not in accordance with the contract, or are, in his opinion defective for any reason whatsoever:

Provided that, if such notice be not sent to the Contractor within reasonable time after the grounds upon which such notice is based have come to the knowledge of the Engineer, he shall not be entitled to reject the said plant or workmanship on such grounds. Unless specifically provided otherwise all tests be made at site after the receipt of the plant by the consignee.

In case of inspection at Contractor's premises, the Contractor shall inform the Engineer in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work. The expense incurred in sending the Engineer to carry out inspection and/or test at the place agreed upon in the contract will be defrayed, by the Purchaser:

Provided that the results are satisfactory and in accordance with the terms of the contract. In the event of the inspection and/or tests providing unsatisfactory and resulting in the non-acceptance of plant or any portion thereof, the cost of such inspection and/or tests (including the traveling and halting expenses incurred, if any), or such portion thereof as may be determined by that officer, shall be borne by the Contractor.

In all cases where the contract provides for tests, whether at the premises of the Contractor or of any Sub-Contractor, the Contractor, except where otherwise specified, shall provide, free of charge such labour, materials, electricity fuel, water, stores apparatus and instruments to carry out test of plant in accordance with the contract and shall give facilities to the Engineer or to his authorized representative to accomplish such testing.

If special tests other than those specified in the contract are required they shall be paid for by the Purchaser as "variations" under clause 10.

When the tests have been satisfactorily completed at the Contractor's works, the Engineer shall issue a certificate to that effect.

In all cases where the contract provides for tests on the site, the Purchaser, except otherwise specified shall provide, free of charges, such as labours, materials, fuel, water, apparatus, and instruments as may be required from time to time and as may reasonably be demanded to carry out efficiently such tests of the plant or workmanship in accordance with the contract.

14. **Delivery of plant**-No plant shall be forwarded until shipping or dispatch instructions shall have been given to the Contractor. Notifications of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The Contractor shall further supply to the consignee a price invoice and packing account of all plant delivered or dispatched by him. All packages, containers, bundles, and loose material forming part of each and every consignment shall be described fully in the packing account, and full details of contents of packages and quantity of materials shall be given to enable the consignee to check the plant on arrival at destination.

15. **Engineer's supervision**-The manufacture and supply of plant shall be carried out under the direction and to the satisfaction of the Engineer.

16. **Engineer's decisions**-In respect of all matters which are left to the decision of the Engineer, including the granting or withholding of the certificates the Engineer shall, if required, so to do by the Contractor, give in writing a decision thereon and his reasons for such decision. If the decision is not accepted by the Contractor, the matter shall at the request of the Contractor, be referred to arbitration under the provision for arbitration hereinafter contained, but subject to the right of reference to arbitration such decision shall be final and binding on the Contractor.

17. **Liability for accidents and damage**-The Contractor shall be responsible for loss, damage or depreciation to plant up to delivery at site.

18. **Replacement of defective plant or materials**-If during the progress of manufacture or supply of plant the Engineer shall decide and notify in writing to the Contractor that the Contractor has manufactured any plant or part of plant unsound or imperfect, or has supplied any plant inferior in quality to that specified, the Contractor on receiving details of such defect or deficiency shall, at his own expense Providing that nothing in this clause shall be deemed to deprive the Purchaser of, or affect any rights under the Contract which he may otherwise have in respect of such defects or deficiencies.

19. **Deduction from contract prices**-All costs, damages or expenses which the Purchaser may have paid, for which under the contract, the Contractor is liable, may be deducted by the Purchaser from any amount due or which may become due

by him to the Contractor clause 10, under this Contract, or may be recovered by suit or otherwise from the Contractor.

20. Terms of payment-Subject to any deduction which the Purchaser may be authorized to make under the contract or subject to any additions or deductions provided for under clause 10 the Contractor shall be entitled to payment as follows:

- (a) Eighty percent of the f. o .r. Contract value of each consignment of the plant in rupees on receipt by the consignee of the clear railway receipt together with stamped and pre-receipted Contractor's bill giving the number and date of the railway receipt covering the dispatch of the plant from a station in India and to the advice-note giving case number and contents, together with a certificate by the Contractor to the effect that the plant detailed in the said advice-note has actually been dispatched under the said railway receipt and that the contract value of the said plant so dispatched is not less than the amount entered in the invoice.
- (b) Balance 20 percent of the f. o .r. Contract value of the plant after erection, test and check at site, but within 30 days of receipt of material.

PROVIDED THAT in cases where the erection, tests and check of the plant at site is delayed for any reasons for which the Purchaser is responsible, 10 percent of the f. o .r. Contract value of the plant shall become payable, after the expiry of three months from the date of receipt of the last consignment at the destination railway station the remaining 10 percent being payable after erection and test and acceptance of the plant after proper operation by the consignee.

21. Suspension of works-The Purchaser shall pay to the Contractor all reasonable expenses incurred by the Contractor by reason of suspension of the manufacture of plant or delay in shipment or dispatched by order in writing of the Purchaser or the Engineer, unless such suspension or delay shall be due to some default on the part of the Contractor or sub-Contractor.

22. Extension of time for completion- The time given to Contractor for dispatch or delivery shall be reckoned from the date of receipt, by the Contractor of the order, together with all necessary information and drawings, to enable the work to be put in hand.

In all cases in which progress shall be delayed by strikes, lockouts, fire, accidents, delay in approval of drawings or any cause whatsoever beyond the reasonable control of the Contractor and whether such delays or impediments shall occur before or after time or extended time, for dispatch or delivery, a reasonable extension of time shall be granted.

**23. Damages for delay in completion-
Applicable in case of materials only-**

The time for and the date of delivery of plant stipulated in the letter of acceptance of bidding shall be deemed to be of the essence of the contract and delivery must be completed not later than the dates specified therein, If the Contractor shall fail in the due performance of his contract within the time fixed by the contractor any extension thereof the Contractor agrees to accept a reduction of the contract price by ½ percent per week reckoned on the contract value of such portion only of the plant for which there has been delay in supply and such reduction shall not in any cash exceed 10 per cent of the contract value of such portion of the plant.

Applicable in case of machinery and equipment –

The time for and the date of delivery of plant stipulated in the letter of acceptance of bidding shall be deemed to be of the essence of the contract and delivery must be completed not later than the dates specified therein. If the Contractor shall fail in the due performance of his contract within the time fixed by the contractor any extension thereof, the Contractor agrees to accept a reduction of the contract price by ½ per cent per week reckoned on the contract value of such portion only of the plant as cannot in consequence of the delay be used during each week after the appointment or extended time as the case may be, and such reduction shall not in any case exceed 10 per cent of the contract of such portion of the plant.

24. Rejection of defective plant-If the completed plant or any portion thereof before it is taken over under clause 25 be found to be defective, or fails to fulfill the requirement of the contract the Engineer shall give the Contractor notice setting forth particulars of defects or failure, and the Contractor shall forthwith make good the defect, or alter the same to make it comply with the requirements of the contract. If the Contractor fails to do so within reasonable time, the Purchaser may reject and replace it at the cost of the Contractor, the whole or any portion of the plant as the case may be, which is defective or fails to fulfill the requirements of the contract. Such replacement shall be carried out by the Purchaser within a reasonable time and at a reasonable price, and where reasonably, possible to the same specifications and under competitive conditions. In case of such replacement by the Purchaser the Contractor shall be liable to pay to the Purchaser the extra cost, if any, of such replacement delivered and/or erected as provided for in the original contract, such extra cost, being the ascertained difference between the price paid by the Purchaser under the provisions above mentioned, for such replacement and the contract price for the plant so replaced, and also to repay any sum paid by the Purchaser to the Contractor in respect of such defective plant. If the Purchaser does not so replace the rejected plant within a reasonable time, the Contractor shall be liable only to repay on to the Purchaser all amount paid by the Purchaser to him in respect of such plant.

In the event of such rejection, the Purchaser shall be entitled to the use of plant in reasonable and proper manner for a time reasonably sufficient to enable him to obtain other Replacement plant. During the period the rejected plant if used commercially the contractor shall be entitled to a reasonable amount as payment for such use.

25. **Taking over**-Where the specifications call for performance tests before shipment or dispatch and these have been successfully carried out the plant shall be accepted and taken over and the Engineer shall notify the Contractor to that effect. When the specifications call for test on site the plant shall be taken over after such test have been satisfactorily carried out and the Engineer shall notify the Contractor to that effect.

Such notification shall not be unreasonably withheld nor shall the Engineer delay giving such notification on account of minor omission and defects, which do not affect the use of the plant without any serious risk: PROVIDED ALWAYS that the Contractor undertakes to make good such omissions and defects at the earliest possible moment.

26. **Liability under the workmen's Compensation Act**-The Contractor shall at all times indemnify the Purchaser against any claims which may be made under the Workmen's Compensation Act, 1923, or under third party risk or under any statutory modifications thereof or otherwise, or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Contractor or not.

27. **Increase or decrease of quantity**-The Purchaser will be entitled at any time to increase or decrease the total quantities of each description of the plant or material in the said schedule by not more than 25 percent and will give reasonable notice in writing of any such increase or decrease to the Contractor during the period of validity of the Contract as provided in the bidding notice.

28. **Authority of persons signing documents**-The person signing the bidding form or any documents forming part of the contract on behalf of another warrants that he has authority to bind such other, and if, on enquiry, it appears that the person so signing had no authority to do so, the Purchaser may, without prejudice to other civil and criminal remedies, cancel the Contract and hold the signatory liable for all costs and damages.

29. **Use of material secured with Government assistance**-Where any materials for the execution of the contract are procured with the assistance of the Government either by issue from Government stocks or purchase under arrangements made or permit or license issued by Government, the Contractor and solely for the purpose

of the contract against which they are issued and not dispose them off without the permission of the Engineer and return, if required by the Engineer, all surplus or unserviceable materials that may be left with him after the completion of the contract or its termination for any reason whatsoever, on his being paid such price as the Purchaser may fix with due regard to the condition of the material. The freight charges for the return of the materials according to the directions of the Engineer shall be borne by the Contractor in the event of the contract being cancelled for any fault of his part. The decision of the Engineer shall be final and conclusive.

30. **Provision of fencing, light etc.**-In case of erection or assembly of plant at site, the Contractor shall at all-time provide sufficient fencing, notice boards, light and watchmen to protect and warn the public and guard the works and in default thereof the Engineer may provide such fencing notice boards, lights, watchmen as he may deem necessary and charge the cost thereof to Contractor.

31. **Progress reports**-The Contractor shall render such reports as to the progress of the contract and in such form as may be called for the Engineer. The submission and acceptance of these reports shall not prejudice the rights of the Purchaser under clause 24.

32. **Breach of contract**-In case of non-performance in any form or shape of the covenants, and conditions of this contract, Purchaser shall have power to annul, rescind, cancel the contract and upon his notifying in writing to the Contractor that he has so done this contract shall absolutely determine and the amount deposited as security for due performance of this contract may be forfeited by him and upon his doing so shall become the property of the Purchaser.'

33. **Maintenance**-For a period of 12 calendar months commencing immediately upon the setting to work of the plant called "the maintenance period", the contractor shall remain liable to replace any defective parts that may develop in plant whether supplied by the original supplier or manufacturer or of his own manufacture or those of his Sub-Contractors approved under clause 4 under conditions provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship : PROVIDED ALWAYS that such defective parts as are not repairable at site and are not essential in the meantime to the maintenance in use of the plant, are returned to the Contractor's works at the expenses of the Contractor unless otherwise arranged.

If it becomes necessary for the Contractor to replace or renew any defective parts of the plant under this clause, the provisions of the first paragraph of this clause shall apply to the parts of the plant so replaced or removed until the expiration of six months from the date of such replacement or renewal or until the end of the above-mentioned period of twelve months whichever may be the later.

If any defects be not remedied within a reasonable time the Engineer may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.

The repaired or new parts will be delivered at site. The Contractor shall bear the cost of repairs carried out on his behalf at site. At the end of the maintenance period the Contractor's liability shall cease.

34. **Certificate not to effect rights of the Purchaser or Contractor**-No certificate of the Engineer on account, nor any sum paid on account by the Purchaser, nor any extension of time granted under clause 22 shall affect or prejudice the rights of the Purchaser against the Contractor either under this agreement or under the law, or relieve the Contractor of his obligations for the due performance of the contract, of the Engineer shall create liability if the Purchaser to pay for any alterations, amendments, variations, or additions not ordered in writing by the Engineer, or absolve the Contractor of his liability for the payment of damage whether due, ascertained or certified or not or of any sum against the payment of which he is bound to indemnify the Purchaser nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the Purchaser, either under this Agreement or under the law.
35. **Arbitration**-Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching of arising out or in respect of this deed or the subject-matter thereof shall be referred to the arbitration of Engineer in chief (Mech.) I. D.,U.P, Lucknow or any person nominated by him. It will be no objection to any such appointment that the arbitrator so appointed is a Government Servant, that he had to deal with the matters to which the contract relates and that in the course of his duties as Government Servant he had expressed views on all or any of the matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason. Engineer-in-chief (Mech.) I.D., U.P., Lucknow shall either enter upon the reference himself or appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage it was, left by his predecessor. It is also a term of this contract that no person other than a person appointed as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs.50,000 (Rupees Fifty thousand) and above the arbitrator shall give reasons for the award.
- It is a term of the Contract that the party invoking the arbitration shall specify the dispute or disputes to be referred to arbitration together with the amount or amounts claimed in respect of each such dispute.
- Subject as aforesaid the provisions of the Indian Arbitration & conciliation Act,1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding.
- The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.
36. **Construction of contract**-The contract shall in all respects be construed and operate as a contract as defined in the Indian Contract Act,1872, and all payment there under shall be made in rupees unless otherwise specified.
37. **Vetting charges**-The Government Conveyancer's fees for vetting the contract documents, shall be paid by the Contractor.
38. **Marginal note**-The marginal note to any clause of this contract shall not affect or control the construction of such clause.

(Superintending Engineer)
Central Equipment & Stores Procurement Circle-II
Irrigation Department, U.P., Lucknow

ATC (ADDITIONAL TERMS AND CONDITIONS)

PART-'C' SPECIAL CONDITIONS OF CONTRACT(SCC)

- NOTE:** (i) These Special Conditions shall be read and construed along with the annexed ATC Part 'B' General Condition of Contract, GeM GTC and STC, but in case of any contradiction or inconsistency among these Special Conditions of Contract(SCC), ATC Part 'B' General Condition of Contract, GeM GTC and STC, the Special Conditions(SCC) mentioned here in under shall prevail.
- (ii) If any addition, deletion or alteration in the conditions of Contract is made consequent to directions given by Government Conveyancer /Technical Audit Cell/Any other Government agency, and if on account of such changes any financial liability is created, the same shall be to the contractor's account.
- (iii) No deviations from the technical specifications/conditions laid down shall be accepted in Technical Part of the Bid.
- (iv) The purchaser is not bound to accept the lowest of any bid and may reject any or all the bids without assigning any reason. The purchaser may negotiate or re-tender on limited tender basis, if substantial financial benefit is likely to accrue to Irrigation Department, U.P. This is known as inviting Rock Bottom Rates, where in the bidders are given the choice to reduce their rates to the minimum level possible. The purchaser may also provide the counter offer rates, if need be, to the various bidders in the best interest of the Government.
- (v) **If the bidder is Authorized dealer/distributor/reseller/representative/channel partner of OEM, in such case details of Supplies, Turnover, Manufacturing Capacity, Type Test Certificates etc. of OEM only shall be considered for evaluation purpose of eligibility requirement.**

1.0 SCOPE:

This tender / contract is for the supply of **M.S. Welding Electrodes having High radiographic Quality** as per departmental Technical Specifications and relevant Indian Standards with latest amendments, if any stipulated in the bid documents, to Irrigation Department, Uttar Pradesh.

2.0 PRICES:

- 2.1** The Offer Price (Rs./Unit) quoted for the bid items in GeM Portal, shall be Landed Price (Inclusive of Basic Price including Packaging, Forwarding, Transit, Insurance & Freight Charges, Testing & Inspection charges and all taxes including GST (IGST /CGST/SGST) up to destination) up to maximum two decimal places for each accounting Unit, failing which offer may be rejected out rightly.
- 2.2** Bidder shall submit complete breakup of the quoted price (**in % only**) in the required price bid format provided as **Annexure "Schedule 'A' : Schedule of Prices & Quantities/BOQ"** considering the quantities, delivery locations, inclusive of all costs and GST along with the bid.

3.0 GOODS & SERVICE TAX(GST):

- 3.1** **GST** (IGST /CGST/SGST) of any description, whatsoever, where leviable and intended to-be claimed from the purchaser, whether as part of price or by way of tax in pursuance of statutory provisions, applicable to the Bidder. All claims for payment or reimbursement of **GST** (IGST /CGST/SGST) of any description what so ever whether as a part of the prices or as tax shall be deemed to have been waived off on all the occasions and no such claims shall be entertained on any ground whatsoever.
- 3.2** The **GST** (IGST /CGST/SGST) or any other taxes, if any, payable at concessional rates as admissible against Govt. Supplies the same shall be to purchaser's account.
- 3.3** In case **GST** (IGST /CGST/SGST) and other duties/levies, if any, is quoted as inclusive in the prices, the contractor shall clearly mention the rate at which it is included in the prices with documentary proof failing which the statutory enhancement in **GST** (IGST /CGST/SGST) shall not be payable to the contractor but in case of statutory reduction in **GST** (IGST/ CGST/SGST), the same shall be to purchaser's account.
- 3.4** Any statutory variation in the tariff of **GST** (IGST /CGST/SGST) shall be to purchaser's account during the stipulated Delivery Period.
- 3.5** Any other statutory orders of the Govt., if applicable at the time of supplies, shall come in force after due approval by the purchaser.
- 3.6** Bidder shall give an undertaking **along-with their Technical Bid Offer** of the bid on Rs.100.00 Non-Judicial stamp paper that prices of required stores/equipment & GST (IGST /CGST/SGST) have been quoted after taking INPUT TAX CREDIT of the inputs into account and same shall be passed on the purchaser's (Consignee/ Payee) account.

4.0 PROMPT PAYMENT DISCOUNT:

½ % (Half percent) prompt payment discount on Basic Price including Packaging, Forwarding, Transit, Insurance & Freight Charges, Testing & Inspection charges as shown in **Column-4 of Annexure - "Schedule 'A': Schedule of Prices**

& Quantities/BOQ” shall be given by the Contractor if the payment is made within 30 days from the date of receipt of supplies in satisfactory condition.

5.0 OCTROI, TOLL TAX, ENTRY TAX & OTHER TAXES:

The Octroi, Toll Tax, and Other Taxes such and local duties imposed by State/Central Government will be borne by the Bidder/Contractor.

6.0 COMPARISON OF PRICES:

The comparison of the prices shall be on the basis of **Item-wise Lowest Landed Unit Price** (Inclusive of Basic Price including Packaging, Forwarding, Transit, Insurance & Freight Charges, Testing & Inspection charges and all taxes including **GST** (IGST /CGST/SGST) for any station in U.P.).

7.0 PRICE/PURCHASE PREFERENCE:

The firm shall furnish documentary proof for being registered as small / medium / large scale unit by any statutory body along-with location of their unit indicating the state where it is located. Bidder claiming for price preference, must submit the scanned copy of relevant government order issued & in force till the last prescribed date of submission of offer along with request letter for seeking price preference under relevant clause of Government order in technical part of the bid. Price/Purchase preference to the firm shall be considered only as per prevalent rules/Govt. orders in force till the last prescribed date of submission of offer on the request of the firm. Bidder found eligible for preference, shall have to match his price with the lowest bidder, in case he is willing to work on the lowest rates.

8.0 PERFORMANCE GUARANTEE:

The performance of the material as specified in the Detailed Technical Specifications /Conditions annexed and as to-be supplied shall have to be guaranteed for a period of **12 calendar months** from the date of receipt of material, at consignee’s stores. If any defect in respect of Material, design/Workmanship/Quality or design etc. is noticed during this period, the material shall be replaced as the case may be, by the Bidder at his own cost & risk within **15 days** positively from the date of intimation of the defect, otherwise firm shall be debarred / blacklisted. Warranty clause as per **Annexure-‘WC’** shall be uploaded along-with their Technical Bid Offer in PDF format on letter head of the Original Manufacturer and the Bidder(in case of authorization), duly filled in to fulfil performance guarantee.

9.0 PERFORMANCE SECURITY:

In the event of a contract being placed on a Bidder, whether registered with Director of Industries of the StateUP small /scale Industries CentrerN.S.I.C./ Khadi and Village Industries Co-operative Societies within the State, registered as such with the Khadi and Village Industries Board/Khadi and Village Industries Commission, **the Bidder or his Original Manufacturer who has authorized the bidder, shall have to deposit Performance Security amounting to 5% of the value of contract, within 15 days from the date of issue of GeM Contract by ePBG**, failing which it will be presumed that the firm is not interested in entering into agreement and the offer of the firm may be ignored at the risk and expenses of the firm and earnest money deposited shall be forfeited. If the successful bidder/firm falls in the category of exemption from EMD, the bidder/firm shall be blacklisted/debarred from participation in departmental tenders. EMD exemption shall be allowable as per clause 11.0 of PART-‘A’ INSTRUCTIONS TO BIDDERS (ITB).

The aforesaid Performance Security if deposited in the form of Bank Guarantee (**ePBG**) issued by a scheduled Bank on **non-judicial stamp papers legally acceptable as per stamp act 1899, equivalent to 0.5% of the performance security amount**, subject to the maximum Rs.10,000.00 on the prescribed proforma, ATC **Annexure-PS**, annexed of Bid document herewith, valid for payment for a period of **18 months** from the last date of stipulated delivery period, pledged for payment in the name of **Superintending Engineer, Central Equipment and Stores Procurement Circle-II, Irrigation Department, U.P. Lucknow** for the purpose mentioned above and mentioned hereinafter.

The Superintending Engineer, Central Equipment and Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow shall be at liberty at any time to appropriate and apply any security so deposited as aforesaid in or towards payment or satisfaction of purchaser or any amount which shall become due for owing by the Contractor to the Purchaser by virtue of this Contract or other contracts provided anything contained in this clause shall not prejudice any other remedy to which the Purchaser may be entitled for the recovery of such moneys available and this Performance Security subject to such deductions as aforesaid be refundable to the Contractor after **18 months** from the date of satisfactory completion of supplies in accordance with the terms and conditions of the Contract.

- (i) If the quantity to-be supplied is enhanced at any stage, the Contractor shall be required to deposit additional Performance Security @ **5% of the value of contract** enhanced quantity in the manner as mentioned above only then the contractor shall have the right to supply the enhanced quantity.
- (ii) The Bidder shall, on requisition from time to time, renew, enhance or replenish the performance security. The Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow

shall be at liberty at any time to appropriate & encash any security so deposited, in the event of his failure to fulfill the terms & conditions of the contract.

- (iii) In the event of grant of any extension in completion schedule of the Contract, due to any reason whatsoever it shall be mandatory for the contractor to extend the validity of their Performance Security / Bank Guarantee for further period of extension, in case there refusal to do so, it shall be treated as breach of contract and necessary action as deemed fit shall be taken, in view of the terms & conditions of the contract.
- (iv) The above stipulations shall not override the stipulations of Financial Hand Book.

10.0 PRE-DESPATCH THIRD PARTY INSPECTION:

- (i) The entire supply of tendered item shall be pre-dispatch inspected by third party agency M/s Certification Engineer International Ltd. (CEIL), or any other test agency nominated by Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P, Lucknow as per relevant Indian Standards and detailed technical specification of the tender at Manufacturer’s works. The manufacturer/ contractor shall provide all necessary facilities/documents desired by the inspection authority at the time of inspection. Inspection Charges shall be borne by the contractor/bidder, which must be included in **Column 4 “Basic Price including Packaging, Forwarding, Transit, Insurance & Freight Charges, Testing & Inspection charges” of Annexure “Schedule ‘A’ : Schedule of Prices & Quantities/BOQ”**. In case the material offered for inspection is rejected 2 times, then after the second inspection, Purchaser may annul / rescind the contract and forfeit the Performance Guarantee / Security for which no claim of bidder shall be admissible. It shall be the responsibility of the firm to call the third party inspection agency under intimation to the office of purchaser whenever the material is ready for inspection.
- (ii) In the event of delay in the inspection at the level of designated Inspection Agency and material being urgently required, Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P, Lucknow may designate alternative third-party inspection agency or his representative for the inspection of material.
- (iii) The bidder shall submit Quality Assurance Plan (Q.A.P) to inspection Agency at the time of offering the material for inspection, with a copy to the Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, Lucknow.
- (iv) The purchaser or his authorized representative shall be free to inspect the material at any time during or after manufacturing process at the time of completion of supplies and afterwards also. The contractor shall provide all facilities, which will be required for such inspection at their works free of cost. In case any further inspection is necessitated through other inspection agency. Then in that case inspection charges shall be borne by the purchaser.
- (v) The department may also get any M.S. Welding Electrode tested out of the supplies made by any reputed agency nominated by the department at its own expenses. If the test results obtained do not conform to the technical specification/requirement of the tender/ agreement, the whole lot/batch shall be rejected.
- (vi) **INSPECTION CHARGES:**

Pre-dispatch IIIrd Party Inspection charges (Financial Year 2023-24, Approximate) by CEIL are mentioned below, which is subjected to further revision.

Sr. No.	Items	Inspection fee for order value Rs. 10 Lac. to 3.0 Cr.	Inspection fee for order value Rs. 3.0 Cr. to 8.0 Cr.	Inspection fee for order value more than Rs. 8.0 Cr.
1	Mechanical Equipment	1.5% of Basic Order value + GST @ 18 %	1.35% of Basic Order value + GST @ 18 %	1.25% of Basic Order value + GST @ 18 %

For order value less than 10 lacs, Inspection charges per man days are as below:

- (a)Rs.10,800/- +GST (at present 18%) (Rupees Ten Thousand Eight Hundred Plus GST) per Manday visit to Manufacturer’s Works when the Manufacturer is located in the Municipal Limits of Cities/ Towns are New Delhi, Mumbai, Kolkata, Chennai, Bangalore, Pune, Ahmedabad, Baroda, and Hyderabad.
- (b)Rs.12,400/- +GST (at Present 18%) (Rupees Twelve Thousand Four Hundred Plus GST) per manday visit to manufacturer’s Words when the Manufacturer is located within 60 Kms of the Municipal Limits of Cities/Towns as in (a). above.
- (c)Rs.14,500/- +GST(at present 18%) (Rupees Fourteen Thousand Five hundred Plus GST) per Manday visit to Manufacturer’s Works when the Manufacturer is located at any other place in India.

In case of any changes in inspection charges or any other nominated IIIrd Party Inspecting Agency, Inspection charges for Pre-dispatch IIIrd Party Inspection Quoted by that Agency shall be binding to the firm / bidder.

11.0 SUPPLY OF CORRECT STORES/ MATERIAL:

The Supplier shall ensure that only those stores, which are correct and according to stipulated Technical Specifications, are supplied. In the event of discrepancies being found subsequent to the completion of the supplies, the Supplier shall be bound to replace/ rectify them by correct stores free of cost to the purchaser as per “PERFORMANCE GUARANTEE /SECURITY” given herein before.

12.0 REPLACEMENT/ RECTIFICATION OF DEFECTIVE SUPPLIES/ REJECTION:

If the supply is found defective / unsuitable or rejected at consignee's stores/ site, the same will be reported to the contractor by the consignee. The contractor shall replace/rectify the defective/ rejected material free of cost within one month from the date of reporting by the consignee, failing which the cost of material inclusive of all taxes and duties shall be recovered from the pending dues/ Performance Security deposited by the contractor or both as the case may be. In the event of Govt. work being suffered on account of delay in replacement/rectification of material by the contractor, the purchaser shall be at discretion to purchase the material at the prevailing market price and in such case contractor shall have to reimburse the excess amount if paid or else the same shall be recovered from the Performance Security deposited by the contractor or the dues pending with the department or both as the case may be.

13.0 DELIVERY OF MATERIAL:

The delivery of material shall be completed within **45 days** from the date of issue of award of contract.

14.0 DESPATCHES:

The inspected material covered by this contract shall only be dispatched freight paid duly insured directly from manufacturer's works to destination.

14.1 Unloading at Destination Railway Station. Carriage up-to consignee's stores, unloading at consignee's stores shall be bidder/contractor's liability.

14.2 In case of dispatch by road it shall be compulsory to bidder to generate e-Way Bill as per govt. order issued and in force at the time of supply. The detail of e-Way Bill generated shall be made available to consignee within stipulated time for acceptance, so that dispatches are not delayed and are expedited in time.

15.0 DELAYED DELIVERY:

The contractor shall not be allowed to detain / delay the supplies abnormally and in the exigencies of Govt. work suffering for want of the said supplies, Superintending Engineer issuing Dispatch Instructions shall be at liberty to, rescind/ cancel the order placed on the contractor and arrange the same supplies at prevailing market rate and the higher price, if any paid against such supplies shall be recoverable from the contractor from his dues pending with the Department / Performance Security deposited by the contractor or both.

16.0 RESPONSIBILITY FOR SAFE TRANSPORTATION:

The firm shall ensure safe delivery of material up to the consignee's stores. In case of material being dispatched by rail & there is any evidence of loss or damage, the consignee shall acquire necessary certificate for such loss / damage / shortage from the appropriate Railway Officials before taking delivery and lodge the claims with the Railways at once within 15 days from the date of receipt of consignment under intimation to the firm and Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow. However this is the responsibility of the firm to ensure that consignee receives the complete delivery of material as shown in invoice in intact conditions.

In case of material dispatched through road transport, the consignee shall report the loss/damage/ shortage in the consignment received at consignee's store to the firm under registered cover within 15 days of receipt of material under intimation to Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow.

17.0 LIQUIDATED DAMAGES:

If the entire supplies or any part thereof is not completed by the due-date the liquidated damages as provided in Clause 23 of annexed Part-'B' General Conditions of Contract shall become payable at the rate of ½% per week of the basic prices mentioned in column 4 of Annexure "Schedule 'A' : Schedule of Prices & Quantities/BOQ" exclusive duties & taxes of delayed supplies/ work subject to a maximum of 10% of contract value of such portion of supplies.

18.0 FORCE MEJEURE CLAUSE:

If at any time during the pendency of this contract , the performance in whole or in part without the consent of purchaser or any obligation under this contract is prevented or delayed by the reasons of any war, sabotage, fires, floods, strikes, lock-out, explosion, epidemics, quarantine restriction or other act of God, King, Government or ruler (hereinafter referred as eventuality), if the notice of happening of such eventuality is given by the Supplier to the purchaser within 15 days from the date of occurrence of such eventuality thereof, the purchaser shall neither terminate contract nor claim any damages in respect of such non- performance or delay for the reasons as mentioned herein before ,but the supply shall be resumed as soon as possible after such eventualities have come to an end or ceased to exit. However, the decision of Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow shall be final in such cases.

19.0 VALIDITY OF CONTRACT:

This Contract shall remain till the validity of Performance Security as stipulated in **Clause 9.0** herein before.

20.0 REQUEST FOR TIME EXTENSION:

The contractor shall apply for the extension of time when supply is not expected to be completed within the stipulated delivery schedule along with necessary documentary proof in support of their contention for extension of time, within the stipulated delivery period, to the Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow, failing which the request for extension of time is liable to be rejected and liquidated damages as per Clause 23 of annexed Part-‘B’ General Condition of Contract shall become payable.

21.0 NOMINATION OF ENGINEERS:

The Superintending Engineer, Central Equipment & Stores Procurement Circle - II, Irrigation Department, U.P., Lucknow would act as Engineer for the purpose of this contract as defined in Clause-I(x) of annexed Part-‘B’ General Condition of Contract.

22.0 NOTICE TO CONTRACTOR:

Any notice given to the contractor shall be posted under Registered Cover / Speed Post to their address / email to his email address or by hand. The Bidder is therefore required to give their complete postal address, phone number and email address. Such posting shall be deemed good service of such notice and the time mentioned therein for doing any act after notice shall be reckoned from the date on which such notice should normally reach him in normal Course i.e. One Week. Email shall be deemed good service of notice on the date of email delivered to the firm.

23.0 RESPONSIBILITY OF THE CONTRACTOR:

The contractor shall be entirely responsible for execution of the contract in accordance with the terms and conditions contained in this ATC(Additional Terms and Conditions), GTC(General Terms and Conditions of GeM) and STC(Specific Terms and Conditions of GeM) of the Bid Document and including other annexures to the Contract, subsequent Amendments / Corrigendum issued from time to time under the various provisions of the contract by Superintending Engineer, Central Equipment & stores procurement circle- II, Irrigation Department, U.P., Lucknow.

24.0 PAYMENT TERMS:

Bills in triplicate duly stamped and pre receipted along-with a clear Receipt in the name of consignee (Freight paid), complete dispatch particulars, Inspection certificate / Release note shall be submitted to the consignees or bill generated on GeM portal after due procedure against which payment shall be admissible in accordance with following schedule:-

- 24.1** 90% (Ninety percent) of the Basic Price of material as shown in Column 4 of Schedule of Prices & Quantities, Schedule-A (Basic Price including Packaging, Forwarding, Transit, Insurance & Freight Charges, Testing & Inspection charges) plus 100% (Hundred percent) taxes(GST) of each consignment of stores shall be paid against actual receipt of material in satisfactory conditions at consignee stores.
- 24.2** Balance 10% (Ten percent) of the Basic Price shall be payable after check and verification of material within a month from the date of receipt of material.
- 24.3** The aforesaid payment terms of sub-clause 24.2 is applicable when supplies have been completed within the stipulated delivery period.
- 24.4** Above payment terms are subjected to availability of Funds in proper Head and Schemes in consignee division for payment. Hence no interest shall be paid by the purchaser/consignee division if the payment is delayed for whatsoever reason.
- 24.5** If the contractor is found charging price more than the prices declared by the purchaser in writing in their bill / invoice/ letter of credit sent through Bank and consignee/ paying authority having no option except to make payment of such letter of credit, the excess amount so paid and found in excess of the amount due as per contract shall be reimbursed by the contractor to the consignee immediately within 7 days at their level failing which same shall be recovered from the performance security deposited by the contractor / any other dues pending with the department and further action as per Clause 32 of ATC Part B General Conditions of Contract shall be taken for which no claim of contractor shall be entertained.
- 24.6** Deduction of GST, Income Tax, service Tax and any other applicable taxes at source shall be made at the rate prescribed by Government Order issued and enforce at the time of supply from the bill in reference to each payment as mentioned in clause 24.1, & 24.2 above by paying authority and shall be deposited in the relevant head of account of the contractor. It shall be responsibility of seller to claim the deducted amount at source from concern department.
- 24.7** All payments due to the contract shall be paid through e-payment only by consignee against actual receipt of material in satisfactory conditions at consignee stores. The supplier has to furnish acceptance for e-payment, duly indicating the Bank Account Details in the prescribed format as stipulated in Annexure-“EP”.
- 24.8** All claims against Government are time barred after a period of 3 (Three) years calculated for the date when the payment falls due unless the payment claim preferred has been under correspondence.
- 24.9** The purchaser reserves the right to modify the above payment terms.

25.0 QUANTITY VARIATION:

The quantity of tendered item likely to be supplied against the Contract, is tentative and subject to change up-to any reasonable extent irrespective of capacity at the time of the award of Contract. However quantities may vary up-to the extent of +/-25% within the validity of contract i.e. validity of Performance Security as stipulated in **Clause 9.0** herein before. In case, further variation up to any extent in quantities is required, the consent of contractor shall be necessary.

26.0 GOODS & SERVICE TAX CLEARANCE CERTIFICATE:

Bidder shall submit GST clearance certificate issued within 364 days period to opening of Technical Part of tender on GeM Portal, duly signed by trade/central sales tax officer concerned under the seal of their office along-with their Technical Bid Offer in PDF format. Failure to produce the said certificates, their tender is liable to be ignored.

27.0 PROGRESS OF SUPPLIES:

The supplier shall report the accurate progress of supplies, details of Bills, payment receipts and final date of completion of supplies from time to time to the office of Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow, failing which it shall be taken as breach of contract and necessary action against the contractor shall be taken as per Clause-32 of Part-'B' General Condition of Contract(GCC).

28.0 FAIR TRADE PRACTIECS:

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

29.0 NON PERFORMANCE:

In the event of non-performance of any kind during the pendency of the contract, this shall be treated as misconduct on the part of the bidder/OEM and the bidder/OEM or both may be black listed/debarred along with panel action as per conditions stipulated in tender/contract.

30.0 POST DELIVERY INSPECTION:

Supplies received by the consignee shall be subjected to Routine Test as per the technical specifications and conditions of the tender at any Government approved Lab, by the Consignee. In case of unsatisfactory test results, the supplies of whole lot inspected by Pre-Despatch Third Party Inspection to the said consignee divisions, shall be subjected to further inspection at the cost of the contractor/bidder, as per sampling plan and decision for Replacement/ Acceptance/ rejection shall be taken by Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow as per test results obtained. If substandard supplies were not replaced by the contractor/bidder in stipulated time, then the cost of storage etc at the consignee store will be paid by contractor/bidder. Cost of storage shall be as per decision of Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow and cost of rejected material shall not be payable by the department.

31.0 DISPUTE:

During validity of the contract, all disputes arising out of this Bid / Contract shall be subjected to the provisions of Arbitration and Conciliation Act-1996 and subsequent amendment thereof. **No claim of the firm shall be considered under the provisions of Arbitration and Conciliation Act-1996 and subsequent amendment thereof after validity of contract as per clause of ATC Part-'C' (SCC).** Disputes not covered under the arbitration provisions shall be subjected to the territorial jurisdiction of Lucknow Courts only.

32.0 INCOME TAX CLEARANCE DOCUMENTS:

Bidder shall upload copy of permanent account number of firm and copies of relevant Income Tax return (ITR) acknowledgment of **last two consecutive financial years** including the latest assessment year along-with their Technical Bid Offer in PDF format.

33.0 ENVIRONMENTAL CONSIDERATIONS AND SOCIAL RESPONSIBILITY OF BIDDER:

Bidders have the obligation to comply with the rules, regulation and other laws concerning child labour, sexual exploitation and the fundamental rights of workers, health and safety, working conditions, freedom of association, environment, nondiscrimination, human rights, and anti-corruption measures.

34.0 BREACH OF CODE OF INTEGRITY:

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

- 34.1 Exclusion of the bidder from the procurement process;
- 34.2 Calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- 34.3 Forfeiture or encashment of any other security or bond relating to the procurement;
- 34.4 Recovery of payments made by the procuring entity along with interest thereon;
- 34.5 Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- 34.6 Debarment of the bidder from participation in future procurements.

35.0 INTEGRITY PACT:

To use, practice and observe all the best, clean, ethical, honest and legal means and behaviour maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Rate Contracting and performance thereto, for which an 'Integrity Pact' as per **Annexure- IP** shall be uploaded along-with their Technical Bid Offer in PDF format on letter head of the Original Manufacturer and the Bidder(in case of authorization) duly signed by Authority having legal power of attorney regarding guarantee of supplied bearings.

36.0 ETHICAL BEHAVIOUR OF THE BIDDERS

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

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

37.0 EXEMPTION FROM PERFORMANCE SECURITY:

No security shall be required if tenderer is a U.P. Government corporation OR Government of India undertaking for the supply of tendered items.

38.0 FORFEITURE OF PERFORMANCE SECURITY:

Performance security shall be forfeited and credited to Government Account in the event of a breach of contract by the supplier, in terms of the relevant contract.

39.0 REFUND OF PERFORMANCE SECURITY:

Performance Security shall be refunded to the supplier **without any interest, whatsoever**, after it duly performs and completes the contract in all respects but not later than 30 (thirty) days of completion of all such obligations under the contract including warranty/Guarantee obligations.

40.0 WARRANTY CLAUSE:

To fulfill the performance guarantee as per clause 8.0 of ATC Part-‘C’ Special Condition of Contract(SCC), Warranty clause as per **Annexure-‘WC’** shall be uploaded along-with their Technical Bid Offer in PDF format on letter head of the Original Manufacturer and the Bidder(in case of authorization), duly signed by Authority having legal power of attorney regarding guarantee of supplied bearings.

41.0 RESPONSIBILITY FOR COMPLETENESS:

Any fitting or accessories which may not have been specifically mentioned in the Schedule of Prices & Quantities “Schedule-A” but are usual or necessary, shall be provided by the contractor without extra charges, so that equipment/plant is complete in all respect.

42.0 DEBARMENT FROM BIDDING:

- (1) A bidder shall be debarred if he has been convicted of an offence –
- (a) Under the Prevention of Corruption Act, 1988 (Central Act No.49 of 1988) (PC Act); or

- (b) Under the Indian Penal Code, 1860 (Central Act No.45 of 1860) (IPC) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (2) If bidder has breached the code of integrity prescribed as per Annexure-IP.
- (3) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract.

43.0 OPERATORS INSTRUCTIONS/SERVICE MANUAL WITH PART CATALOGUE:

The contractor shall supply operator's instruction and service manuals along with part's catalogue to the **Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow**, and two sets of the same to the consignee.

(Superintending Engineer)
Central Equipment & Stores Procurement Circle-II
Irrigation Department, U.P., Lucknow

ATC (ADDITIONAL TERMS AND CONDITIONS)

PART-'D' TECHNICAL CONDITIONS AND TECHNICAL SPECIFICATIONS

TECHNICAL CONDITIONS

Note: If the bidder is Authorized dealer/distributor/reseller/representative/channel partner of OEM, in such case details of Supplies, Turnover, Manufacturing Capacity, Type Test Certificates etc. of OEM only shall be considered for evaluation purpose of eligibility requirement.

COMPLETE TECHNICAL OFFER:

The bidder shall upload all the documents/details duly signed and stamped on each page as per tender requirement. In case the bidder finds any difficulty regarding space available for uploading the required copy as mentioned in the Bid Document, need not be submitted, however the declaration in the **Annexure-“Bid/Tender Form”** submitted by the bidder, shall be considered sufficient to establish that the bidder agrees with all the terms & conditions of the Bid Document.

1.0 QUALIFICATION/ELIGIBILITY CRITERIA:-

(i) In case authorized dealer/distributor/reseller/channel partner are participating as a bidder, they are required to submit scanned copy of authorization letter on Rs.100.00 non-judicial stamp paper by their original manufacturer as per Annexure-“UT” Undertaking, along with the certificate by the authority who is issuing the authority letter that he as a person bears the authority to issue authorization letter and his decision is acceptable to the principal manufacturer.

(ii) The bidder should have an **Average Annual Financial Turnover of minimum of the bid estimated value i.e. Rs 245.00 Lakhs in the last 3 financial years** and for that they shall submit certified copies of certificates from Chartered Accountant or copies of relevant page(s) of Profit & Loss account of the company for last 3 financial years.

(iii) DETAILS OF SUPPLIES MADE TO GOVT. DEPARTMENT / GOVT. UNDETKING

The offer of only those bidders shall be considered who have supplied minimum 50,000 Nos. of M.S. Welding Electrodes of tendered specification (ERR 4221X) to Govt. Departments/Undertakings during last five consecutive financial years.

To meet this requirement, the bidder shall submit statement containing supply details of supplied item in the format annexed as **Annexure - “Supply Orders Details Form”** along with copies of the Supply Orders & Invoices for the assessment. The bidders are also required to upload the **Performance Certificates** against these Supply Orders & Invoices along with submission of statement containing the details of these Performance Certificates in the format annexed as **Annexure – “Performance Certificate Form”** herewith. However this condition shall not be applicable to those bidders who have already supplied the tendered item in Irrigation Department U.P., but they are required to submit invariably the details of supplies made to Irrigation Department, U.P. in the format annexed as Annexure – “Supply Orders Details Form”. The performance in such case shall be evaluated on the basis of their past supplies at the departmental level, in case performance of their past supplies is found unsatisfactory or unwanting, their Technical shall primarily be rejected on this ground alone and no further evaluation of Technical Part shall be done. Such bidder may also please note that their consideration in earlier tender shall not be a basis of their claim for consideration in the ensuing tender.

2.0 POWER OF ATTORNEY:-

Power of attorney in the manner as prescribed in **Annexure-‘PA’** in the name of individual, submitting/uploading the required documents mentioned in the Bid Document as per **Clause 1. Bid Signing Authority of ATC Part-‘A’ Instruction to Bidders (ITB)** is to be submitted within stipulated time.

3.0 BID/TENDER FORM AND FORM OF AGREEMENT:-

(a) Copy of filled **Annexure-“Bid/Tender Form”** in PDF Format, to ensure that bidder confirming with all the conditions of the Bid Document, without any deviation.

(b) Copy of filled **Annexure-“Form of agreement”** in PDF Format in token of complying with all the conditions of the contract/agreement.

4.0 VALIDITY COMMITMENT:-

The bidder shall be required to upload/submit the **Annexure- ‘VC’ Form of Agreement for Validity Commitment** duly filled and signed on Rs. 100.00 Non Judicial Stamp Paper, in PDF Format **along-with their Technical Bid Offer** of the bid. The tender offer should remain valid for acceptance for a minimum period of **90 Days from the**

scheduled Bid End Date mentioned in the Bid Document.

5.0 INDUSTRY'S REGISTRATION:-

A scanned copy of Industry's Registration Certificate with N.S.I.C./Director of Industries/Small Scale Industries Centers of State/Govt. of India of the **Original Equipment manufacturer (OEM) of the Tendered material duly attested by public notary.**

6.0 INTERNATIONAL QUALITY ISO SYSTEM:-

The Bidder shall submit a scanned copy of valid ISO-9001:2015 Certificate of **the Original Manufacturer of the tendered item** duly certified by Public Notary, issued by any statutory authority body certifying that firm as original manufacturer of the tendered item, and meets the quality Managements system requirement of ISO.

7.0 All the items quoted should have minimum Technical Specifications given in the Bid Document.

8.0 NON BLACK LIST AFFIDAVIT:-

The bidder shall submit a notarized affidavit that the bidder has not been suspended/ banned of business/ black listed from any State/Central/Government Departments/Organizations as per **Annexure-"BL" duly filled and signed on Rs. 10.00 Non Judicial Stamp Paper.** The bids of the Black-Listed bidders or those not submitting the required affidavit shall be rejected.

9.0 TECHNICAL LITERATURE:-

Bidder shall submit relevant illustrated technical literature having detailed technical specifications, drawings data, specification, design, catalogue & quality control systems for M.S. Welding Electrode.

9.1 Copy of certificates of approval of electrodes by RDSO/BHEL/IRS/EIL.

9.2 The tenderer shall submit relevant illustrated technical literature having detailed Technical Specifications, & quality control systems of equipment.

10.0 TESTING FACILITIES/EQUIPMENTS:-

The Bidder shall submit complete list of plants & machinery, Detail of completing testing facilities/equipment for pre-dispatch inspection and testing of the required material available at their works with details of different tests to be conducted by each equipment to ensure conformity of the required items as per relevant IS and technical specifications mentioned herein before. All the testing equipment shall remain calibrated till the supply is completed. The calibration shall be done from NABL/BIS accredited laboratories once in a year for all test equipment except for pressure gauges, which shall be calibrated once in six-month. It will be binding to show calibration certificates if asked by inspecting agency/departmental officials.

11.0 QUALITY ASSURANCE SYSTEM FOLLOWED AT MANUFACTURER'S WORKS:-

The manufacturer must have a proper & independent set up for the quality control with adequate necessary equipment, facilities & personnel for this purpose to ensure quality control from procurement of raw material to incoming, stage inspections and electrical performance testing.

12.0 BIO DATA OF FIRM:-

The bidder shall submit details regarding the firm as per **Annexure-"BD" Form of Biodata.**

13.0 FORM OF E-PAYMENT:-

The bidder shall submit details regarding payment as per **Annexure-"EP" Form of ePayment.**

14.0 INPUT TAX CREDIT:-

The bidder shall give an undertaking **along-with their Technical Bid Offer** of the bid on Rs.100.00 Non-Judicial stamp paper that prices of required stores/equipment & GST (IGST /CGST/SGST) have been quoted after taking INPUT TAX CREDIT of the inputs into account and same shall be passed on the purchaser's (Consignee/ Payee) account in the format of **Annexure-"ITC" Input Tax Credit.**

15.0 The bidder shall invariably furnish following information of **Original Manufacturer** for assessment of their **technical/financial capability** to execute supplies of materials/equipment covered under this tender failing which their tender is liable to be rejected.

(i) Annual & Monthly manufacturing capacity of tendered item.

- (a) As per Industry's Registration.
- (b) As per firms declaration
- (ii) Quantity which can be delivered per month to the department of the Tendered Item.
- (iii) Details of pending orders at the time of submitting tenders.
- (iv) Annual Turn Over of last three financial years duly certified by the statutory auditors/Chartered Accountant of the firm.**

16.0 All bids submitted shall also include the following Copies of relevant pages of following documents:

- a. Memorandum and Article of Association showing objectives of the company and authority to sign the bid/contract or delegate the power to others for signing the bid/contract/ Documentary Proof of being "Sole Proprietor of the firm"/Active partner of the firm having digital signature along-with Partnership deed duly issued by the court and copy duly notarized.
- b. Place of registration of bidder.

17.0 The bids found non responsive, shall be rejected. The conditionals bids shall be rejected out rightly.

NOTE:

Bidders must note that every required and uploaded document, bearing the Non Judicial Stamp Paper, shall be submitted in original along with other required documents before the signing of the "Detailed Contract/Agreement" to the office of purchaser within specified time.

**(Superintending Engineer)
Central Equipment & Stores Procurement Circle-II
Irrigation Department, U.P., Lucknow**

TECHNICAL SPECIFICATIONS (T.S.)

- 1.0** Mild Steel Welding Electrodes of coding **ERR4221X** having high radiographic quality conforming to IS: 814-2004 and/or latest amendments if any for welding of general structural purposes mild steel.
- 2.0** **CORE WIRE FOR ELECTRODES:** - The core wire used for the manufacture of electrodes shall conform to IS: 2879: 1998 and manufactured by M/s Steel Authority of India Ltd. or M/s Tata Steel Limited shall only be accepted.
- 2.1** **FLUX COVERING:** - ERR-RUTILE HEAVY COATED as per IS: 814:2004. The electrodes shall have a covering containing a large quantity of rutile or components derived from Titanium Oxide. The coating ratio of covering shall be above 1.5 i.e. the ratio of the standard outer diameter of the covering & the nominal diameter of the core wire both expressed in mm shall be above 1.5.
The electrodes should have smooth arc characteristics & shall normally produce very little spatter. The slag detachability shall be easy & good.
The covering shall be free from any organic materials & hydrogen bearing compounds. There shall be no moisture present in the coating.
The flux covering on the electrodes shall be uniform & concentric with the core wire. The tolerance for concentricity of the covering shall be such that the maximum core plus covering dimensions shall not exceed the minimum core plus one covering dimension by more than 4 % as per IS :814 :2004.
- 2.2** A through & even fusion of the coating in the arc must be there during welding.
- 3.0** **SIZE:** - The size of electrodes shall be **3.15X 450 mm, 4.00X 450 mm, 5.00X 450 mm**, as per IS: 814-2004.
- 3.1** The manufacturer is required to state the current conditions for each type & size of electrodes quoted.
- 3.2** Core wire & covering shall be free from defects which would interfere with the uniform welding performance of the electrodes.
- 3.3** The arc striking end of the electrode shall be bare & permit easy striking of arc. The distance from the arc end to the first point where the full cross section of the covering prevails shall not exceed 2/3 core wire diameter or 2.5 mm whichever is less.
- 3.4** The contact end of the electrodes shall be clean & free from the covering for enabling it to be gripped by the electrode holder as mentioned below:-

<u>Electrode size</u>	<u>Bare length of electrode</u>
3.15 mm	15 to 30 mm
4 to 5.0 mm	20 to 40 mm

3.5 The tolerance on the specified diameter of the core wire shall be (\pm) 0.05 mm.

3.6 The tolerance on the specified length shall be (\pm) 3 mm

3.7 **The coding ERR 4221X represents:-**

- E- Electrode
- RR- Rutile, Heavy coating
- 4- Strength characteristics:
 - Ultimate Tensile strength : 410 to 510 Newton/ mm²
 - Yield Strength : 330 Newton/mm²
- 2- Elongation & Impact properties (weld metal deposited)
 - Elongation : 22% (minimum)
 - Impact strength : 47 Joules at +0° C (minimum)
- 2- Welding position: For all positions except vertical down.
- 1- Welding current & voltage conditions
 - Direct current recommended electrode polarity : (+) or (-)
 - A.C. Open current voltage (minimum) : 50 volts.
- X- Radiographic quality electrodes

4.0 **MARKING:** - Manufacturer's brand name/ classification should be printed on all the electrodes.

4.1 Each bundle or carton of electrode should be clearly marked with the following information:-

- (i) Classification- ERR4221X
- (ii) Indicating the Source of manufacture
- (iii) Trade name & brief description of electrode
- (iv) Size & quantity of electrode
- (v) Batch number
- (vi) Recommended current range, polarity & open circuit voltage
- (vii) Date of manufacture
- (viii) Recommendation for special storage conditions & redrying temperature
- (ix) A cautionary note on safety during welding should be printed.
- (x) The bundle or carton of electrodes must also be marked with the standard mark.

5.0 PACKING AND STORAGE:-

- 5.1 The net mass of an individual bundle or carton of electrodes for manual operation shall not exceed 7 Kg.
- 5.2 Electrodes should be suitably packed to guard against the damage during transportation. The packing shall be suitable to ensure that under normal store room condition the electrodes shall be safe, for a period of 6 months after dispatch from the manufacturer's stores, be capable of giving result in accordance with the provision of IS: 814-2004 and that of the flux covering is of a type requiring special protection during storage, the detail of such special protection shall be furnished by the manufacturer and reference to this should be included in the marking of the bundle or carton of electrode.
- 5.3 The batch of electrodes represented by electrodes tested shall not be certified as complying with the specification unless the test results obtained satisfy the requirements specified in the Quality Control Tests and the manufacturer has performed tests at intervals in accordance with the requirement as specified in IS: 814-2004.

6.0 TESTS FOR ELECTRODE PROPERTIES:-

The electrodes shall be subjected to the following tests for assessing the mechanical properties of the deposited weld metal and the usability of an electrode for a particular welding position:-

- (a) Initial Tests
- (b) Periodic Check Test,
- (c) Quality Control tests.

6.1 Initial Tests:-

(I) The manufacturer/ Tenderer is required to submit test reports of a reputed standard test laboratory approved by government for the following tests along with this offer. The test reports as per IS: 814-2004 must be for the electrodes being offered and manufactured during last one year (Batch Number to be mentioned)

- (a) All weld metals mechanical tests for Tensile and Impact
- (b) Butt weld bend test

(II) **Radiographic Quality Test:-** The tenderer/ manufacturer are required to submit Radiographic Quality Test Report for each size of electrode tendered. These test reports are to be obtained from a standard Test Agency designated for this purpose for the electrodes manufactured during last one year (Batch Number to be mentioned).

6.2 Periodic Check Tests:- The periodic check test reports for "All Weld Metal Mechanical test for tensile and impact" as per IS: 814-1991 conducted once in a year for last three years are required to be submitted along with the offer. The periodic Check Test Report for the last batch/lot manufactured for each size of the electrode offered is also required to be submitted along with the offer.

6.3 Quality Control Tests:- Quality Control Tests Reports for the composition and quality of all the electrodes offered being produced currently are also required to be submitted along with the offer.

6.4 The manufacturer shall make available to the approving/certifying/ authorities / Department the records maintained for quality control for ensuring that the composition and quality of all the electrodes currently produced are similar to those electrodes subjected to the initial and periodic check tests.

7.0 INSPECTION & TESTING:-

M. S. Welding Electrodes being supplied shall be inspected/ tested by IIIrd Party Inspection Agency at the works of the manufacturer prior to dispatch and the following tests are to be required to be carried out during inspection as per IS: 814-2004.

- (a) All Weld Metal Mechanical Test For Tensile And Impact as per Clause 9.1 of IS: 814-2004
- (b) Butt Weld Bend Test as per Clause 9.20 of IS:814 - 2004
- (c) Visual Check
- (d) Dimensional Check

The visual and dimensional check shall be carried out for one in thousand pieces for each size of electrode and for each consignee.

7.1 The parent metal for test pieces for All Weld Assembly and Butt Weld Assembly shall conform to ANNEX-"F" (Clause 8.03) of IS: 814-2004.

7.2 Test pieces prepared for All Weld Metal Assembly and Butt Weld Assembly shall be welded and tested with each type & size of electrode (offered) separately.

7.3 The manufacturer shall produce evidence/certificate before the inspection agency that the core wire of the **M. S. Welding Electrodes** are manufactured only for the steel procured for M/S Steel Authority India Limited or Tata Steel Limited and also submit test certificates verifying chemical composition of core wire. The Radiographic Quality Test Report shall be submitted before the above inspection agency for verification.

(Superintending Engineer)
Central Equipment & Stores Procurement Circle-II
Irrigation Department, U.P., Lucknow

ANNEXURE – “EM”
FOR EARNEST MONEY (EMD)
FORM OF BANK GUARANTEE BOND
PRESCRIBED VIDE G.O.NO.A-1-5256/X-15(1)-1962,DATED 5.12.63

(Applicable to the State Bank of India and other Scheduled Bank for guarantees without deposit of securities upto prescribed limit).

To,

**The Superintending Engineer,
Central Equipment & Stores Procurement Circle-II,
Irrigation & Water Resources Department, U.P.,
Lucknow-226025.**

(For the Governor of Uttar Pradesh)

Sir,

Whereas M/s a company incorporated under the Indian Companies Act having its registered office at / a firm registered under the Indian Partnership Act and having its business office at Sri Son of resident of carrying on business under the firm's name and style of M/s at Sri Son of resident of Sri Son of resident of Partners carrying on business under the firm's name and style of M/s at which is a registered partnership firm (hereinafter called the Bidder) has/have in response to your tender notice against tender enquiry **No. GEM/2023/B/4225246 for the supply of M.S. Welding Electrode** offered to supply and execute the works as contained in the offer submitted/intended to submitted by Bidder letter No. . . . dated

And whereas the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. as Earnest Money against the Bidder offer as aforesaid, duly pledged for payment in the name of Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U.P., Lucknow.

And whereas we (Name of the Bank) have at the request of the Bidder agreed to give you this Guarantee as hereinafter contained.

Now therefore, in consideration of the promises we, the undersigned hereby covenant that, subject to Clause(c), below the aforesaid tender of the bidder shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the bidder may subsequently agree and if the bidder shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of the sum of Rs. on demand notwithstanding the existence of any dispute between the Governor and the bidder in this regard and we hereby further agree as follows :-

- (a) That you may, subject to Clause (c), below without affecting his guarantee extend the period of validity of the said tender or grant other indulgence to or negotiate further with the tenderer in regard to the conditions

contained in the said tender and thereby modify those conditions or and thereto any further conditions as may be mutually agreed upon between you and the bidder.

- (b) That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the bidder.
- (c) That this guarantee shall commence from the date hereof and shall remain in force till the bidder, if his tender is accepted by you, furnishes the security as required under the specifications and executes a formal agreement as therein provided or till the expiry offrom the date hereof, whichever is earlier, the period of the validity of the guarantee may be extended for further period, if mutually agreed upon between you and ourselves.
- (d) That the expression the bidder' and 'the Bank' and 'Governor of Uttar Pradesh' herein used shall, unless an interpretation is repugnant to the subject or context, include their representatives, successors and/or assigns.

Yours faithfully,

Dated. day of(Indicate the name of Bank)

ANNEXURE- "BID/TENDER FORM"

(TO-BE SUBMITTED DULY FILLED ALONG-WITH THEIR TECHNICAL BID OFFER IN PDF
FORMAT)

TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

From,

.....
.....
.....
.....

(Tenderer)

To,

**The Superintending Engineer
Central Equipment & Stores Procurement Circle-II Irrigation Department, U.P. Lucknow.**

Sir,

In reference to your invitation to tender for the above, I/We hereby offer to the Governor of Uttar Pradesh, the item in the schedule annexed or such portion thereof, as you may determine in strict accordance with the complete Bid Document to the satisfaction of the Purchaser or in default thereof to forfeit and pay to the Governor of Uttar Pradesh, the sum of money mentioned in the said conditions.

- 2. I/We agree to abide by this tender for a period of **90 Days from the scheduled Bid End Date** mentioned in the Bid Document. The period of validity can be increased, if necessary. In consideration of the Government having treated the Tenderer to be an eligible person whose tender may be considered, the Tenderer shall agree to the condition that the proposal in response to this invitation shall not be withdrawn by the Tenderer within **90 Days from the scheduled Bid End Date** mentioned in the Bid Document, and also to the condition that if thereafter the Tenderer does withdraw his proposal within the said period.
- 3. I/We hereby undertake and agree to execute a contract in the form of Agreement annexed hereto in accordance with the conditions of contract, if my/our tender is accepted.
- 4. Further an Agreement for the validity commitment along with this tender form as per annexure overleaf has been forwarded on the prescribed proforma on General Stamp of Rs.100.00 affixing Rs.1.00 Revenue Stamp thereon failing which the tender shall be liable for rejection.

Signed this.....day of.....2023.

Yours faithfully,

(Signature of Tenderer in full)

Name.....

ANNEXURE- “FORM OF AGREEMENT”

(TO-BE SUBMITTED DULY FILLED ALONG-WITH THEIR TECHNICAL BID OFFER IN PDF
FORMAT)

TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

This Agreement made on the.....day of..... 2023 between
(Hereinafter referred to as “The Contractor”) of the one part and **the Governor of Uttar Pradesh** (hereinafter called
“The Purchaser”) of the other part.

Whereas, the Purchaser requires the material mentioned and a specified in the **General Conditions Of Contract Form “B”, Special Conditions of Contract, Detailed Technical Specifications, Schedule Of Prices & Quantities including Delivery, Form Of Tender, Covering Letter and Letter Of Acceptance Of Tender which for the purposes** of identification have been signed by Sri..... on behalf the Contractor and Superintending Engineer, Central Equipment & Stores Procurement Circle-II, Irrigation Department, U. P., Lucknow on behalf of the Purchaser, all of which are deemed to form the part of this Contract as though separately set out herein and are included in the expression “Contract” wherever herein used.

And whereas, the Purchaser has accepted the tender of the Contractor for the supply and delivery of the said material for the sum of Rs..... (Rs.....) upon the terms and subject to the conditions hereinafter mentioned.

And now these present witness and the parties herein hereby agree and declare as follows, that is to say in consideration of the payment to be made to the Contractor by the Purchaser as hereinafter mentioned the Contractor shall duly provide the said material for the said works on the terms and conditions mentioned in the Contract.

And in consideration of the due provisions of the material received by the Purchaser and due performance on his part of the Contract, the Purchaser does hereby for himself, his successor or assignees covenant with the Contractor that he, the Purchaser, his successor or assignees, will pay to the Contractor the sum of Rs.....or such other sums as may become payable to the Contractor under the provisions of this Contract and such payments to be made at such time and in such manner as is provided by this Contract.

In witness whereof the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

Place: **Lucknow**

Signed By

(For & On Behalf Of The Contractor)

ANNEXURE- “ PERFORMANCE CERTIFICATE STATEMENT”

TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

(TO-BE SUBMITTED DULY FILLED ALONG-WITH THEIR TECHNICAL BID OFFER IN PDF
FORMAT)

(To be filled in and returned with the tender)

S.No.	Brief Description of Size / Quantity	Reference of Supply Order i.e. No. & Date against which Performance Certificate is given	Name of Authority issuing Performance Certificate E-mail/address/ Telephone No./ (Clearly mentioning Govt. Department/Govt. Undertaking)	Reference of letter of Performance Certificate i.e. No. & Date
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>

Note: Copies of Performance Certificates mentioned above against the supplies made, shall be enclosed/uploaded.

(Signature of Bidder)

ANNEXURE - "SCHEDULE 'A' : SCHEDULE OF PRICES & QUANTITIES/BOQ"

TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

(Bidders are requested to quote the price break up in % only considering the Total Landed Prices)

NOTE: PLEASE DO NOT MENTION THE AMOUNT IN THIS FORMAT

S. N o	Tendered Item	Size (mmxmm)	Basic Price including Packaging, Forwarding, Transit, Insurance & Freight Charges, Testing & Inspection charges (Rs / Unit)	GOODS & SERVICE TAX (GST) (Rs./Unit)				Total Landed Prices (Quoted on GeM Portal by the Bidder) Column (4+8) (Rs / Unit)
				IGST @	CGST @	SGST @	TOTAL 5 or (6+7)	
1	2	3	4	5	6	7	8	9
1	Supply of M.S. Welding Electrodes having High radiographic Quality.	5.00x450	A	-----% of A	-----% of A	-----% of A		Not to be filled
2	I.S. Designation ERR 4221X	4.00x450	B	-----% of B	-----% of B	-----% of B		Not to be filled
3	Conforming to I.S. 814/2004 with latest amendment if any	3.15x450	C	-----% of C	-----% of C	-----% of C		Not to be filled

Any statutory tax other than mentioned above.....

Prompt Payment Discount.....

All rates are F.O.R.....

Note: 1. **Total Landed Prices (F.O.R. Destination Prices) shall be quoted taking into account of the components mentioned in column 4 & 8 and the purchase shall be decided on the basis of Total Landed Prices (Quoted on GeM Portal by the Bidder) as mentioned column-9.**

2. The part of GST as applicable along with rate of percentage must be mentioned in appropriate cell of schedule.

3. The bid shall be evaluated Rating wise.

(Signature of the Bidder)

ANNEXURE : 'PS'
FOR PERFORMANCE SECURITY
ePBG DRAFT DOCUMENT

"(To be on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)"

Bank Guarantee Format for Performance Security

Beneficiary: SUPERINTENDENT ENGINEER CENTRAL EQUIP. & STORES PROCUREMENT CIRCLE 2 IRRIGATION DEPARTMENT, GANGA SINCHAI BHAWAN, TELIBAGH, LUCKNOW-226025

(Arun Neekhara)

(hereinafter referred to as Beneficiary / Government)

Date: [date of issue of BG] (To be filled by issuing bank)

PERFORMANCE BANK GUARANTEE No.:[guarantee number] (To be filled by issuing bank).....

PERFORMANCE BANK GUARANTEE Amount:

Contract No.:

Bid Number:

Applicant / Seller:

Guarantor: [name and address of the issuing Bank] (To be filled by issuing bank).....

1. The Applicant / Seller named above has entered into above referred contract with the Beneficiary on behalf of President of India/Governor of State/Chairman, CMD, Secretary, Commissioner etc. of Central/State PSUs/Departments for the supply of Goods and / or Services as defined in the said contract. According to the conditions of the Contract, a performance security is required to be furnished by the Seller to the Beneficiary for due performance of the contract.
2. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount Rs....., upon receipt by us of the Beneficiary's demand stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Beneficiary / Government. 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.....
4. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by Seller(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.
5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Seller (s) shall have no claim against us for making such payment.
6. We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract including Guarantee/ Warrantee period and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.
7. We further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Contractor to extend time of performance by the said Seller(s) from time to time or to postpone any time or from time to time powers exercisable by the Government against the said Seller(s) and to forbear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said Seller(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Seller(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.
8. Notwithstanding anything contained herein above our liability under the Guarantee is restricted to Rs. and shall remain in force until.
9. This Guarantee will not be discharge due to be change in the constitution of the Bank or the Seller (s).
10. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated

For.....
(Indicate the name of the Bank)

Signature.....
Name of the Officer.....
Designation of the officer
Code no

Name of the Bank and Branch.....

ANNEXURE “VC”

FORM OF AGREEMENT FOR VALIDITY COMMITMENT
TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

Tender for

.....

Tender Notice No. & Date

.....

Name of Bidder

.....

.....

.....

.....

In Consideration of the Government Of Uttar Pradesh having treated the Bidders to be an eligible person whose tender may be considered, the Bidders hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within **90 Days from the scheduled Bid End Date mentioned in the Bid Document** and also to the condition that if thereafter, the Bidder does withdraw his proposal within the said period, Earnest Money deposited by him may be forfeited.

Signed this.....day of2023.

Signed By
(Witnesses)

Signed By
(Bidder)

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

2.....
Name.....

Note: The above Agreement is to be submitted on Rs.100.00 General Stamp Paper affixing Rs.1.00 Revenue Stamp thereupon.

ANNEXURE-“IP”

INTEGRITY PACT (IP)

(TO-BE SUBMITTED DULY FILLED ALONG-WITH THEIR TECHNICAL BID OFFER IN PDF
FORMAT)

TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

PRESCRIBED VIDE G.O.NO. 5/2016/253./18-2-2016-3¼,lih/2010, DATED 01/4/2016

(To be submitted in Part B of the Bid)

(To be given on letter head of the bidder's firm, If the bidder is Authorized dealer/distributor/reseller/channel partner of OEM, in that case to be given by both Original Equipment Manufacturer (OEM) and Authorized dealer/distributor/reseller/channel partner of OEM duly signed by the authority having legal power of attorney to bind the firm/company)

1. This Integrity pact (hereinafter called the IP) is a fidelity agreement between the Supplier (which include all their employees, agents, consultants and also their OEM, if any) who are registered/seeks registration or awarded/seeks Contract(s)/Rate Contract(s) (RCs) on one hand and State Purchase organization (SPO) or any other procuring entity (PE) (hereinafter called the SPO/PE which include all its employees/officials/officers working as Public Authority) on the other
2. Under this IP, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behaviour maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Rate Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indenters, Purchase and inspection officials of SPO/PE shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favour of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, collusion, which are not limited to, but also include the following.
 - (a) Collusive bidding: Collusive bidding can take form of an agreement among tenderers to divide the market, set prices, or limit production. It can involve 'wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties'. In legal terms all acts affected by collusion are considered void.
 - (b) Bid rotation: In bid-rotation scheme conspiring tenderers continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.
 - (c) Cover Bidding: Cover (also called complementary, courtesy, token or symbolic) bidding occurs when individuals or firms/companies agree to submit bids that involve at least one of the following:
 - (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner,
 - (2) a competitor submits a bid that is known to be too high to be accepted, or
 - (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the purchaser.
 - (d) Bid suppression: Bid-suppression schemes involve agreements among competitors in which one or more firms/companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner's bid will be accepted.
 - (e) Market allocation: Competitors carve up the market and agree not to compete for certain, customers or in certain geographic areas. Competing firms/companies may, for example, allocate specific customers or types of customers to different firms/companies, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firm/company etc.
3. The party hereby agrees that he will not indulge in any such activity and will inform SPO/PE if any such activity is on. The party further agrees that he will not give bribe, speed money and gifts to any public official of SPO/PE and will not commit any offence in contravention of relevant IPC/PC Act or any Indian law in force.
4. The party hereby agrees that while canvassing order, they will not provide any inducement of the indenter, whether directly or indirectly including cash and non-cash both pre, during and post procurement action and inform the SPO/PE if any such event is unfolding for which SPO/PE on assessment of the issue will refer the matter to the concerned administrative authority.
5. In case of failure or default in terms of this IP the Public Authority will be subjected to actions prescribed under the Government Servant Conduct Rules/Discipline and Appeal Rules etc including penal actions and

prosecution, while the Supplier will bear any or a combination of following penalties:

- (a) Cancellation of Contract/Rate Contracts (RCs)
 - (b) Cancellation of Registration
 - (c) Forfeiture of all securities and performance Bank Guarantees
 - (d) Refusal to grant Registration and contracts/RCs for further period of 3 (three) years
 - (e) Suspension and/or banning the business dealings for period upto 3 (three) years
 - (f) Any other administrative or penal actions as deemed fit.
 - (g) Action under IPC/PC Act and other relevant laws of the country.
6. It has been further agreed that the actions as aforesaid except that at 5(g) above will not require any criminal conviction from any court of law or arbitration but will be based on 'No-contest' basis, upon satisfaction of the SPO/PE, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP.
7. It has been also agreed prescribing that within 30 (thirty) days of such orders passed by SPO/PE, the aggrieved party shall have the right to appeal to the Principal Secretary/Secretary, Irrigation & Water Resources Department, Government of Uttar Pradesh, Lucknow and till the time a decision is taken on such appeal, the decision of SPO/PE would be in-force unless otherwise specifically ordered by the Principal Secretary/Secretary.
8. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below and handed over to the concerned office of SPO/PE forming integral part of all the affairs and transactions with and in relation to SPO/PE.

Signature on behalf of Supplier Firm/Company.....
Name and designation/capacity of signatory.....
Full address of the Supplier Firm/Company.....
Seal and Stamp of the supplier Firm/Company.....
Place:
Date:

To,

***The Superintending Engineer,
Central Equipment & Stores Procurement Circle-II,
Irrigation Department, U.P.,
Lucknow-226025.***

ANNEXURE-‘WC’

FORMAT OF WARRANTY CLAUSE

(TO-BE SUBMITTED DULY FILLED ALONG-WITH THEIR TECHNICAL BID OFFER IN PDF
FORMAT)

TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

(To be given on letter head of the bidder’s firm, If the bidder is Authorized dealer/distributor/reseller/channel partner of OEM, in that case to be given by both Original Equipment Manufacturer (OEM) and Authorized dealer/distributor/reseller/channel partner of OEM duly signed by the authority having legal power of attorney to bind the firm/company)

The contractor/seller hereby declares that the goods / stores / articles sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained /mentioned in **clause 8.0 of ATC Part-C Special Conditions of Contract (SCC)** hereof and the contractor/seller hereby guarantees that the said goods/stores/ articles would continue to conform to the description and quality aforesaid for a period of **12 months** from the date of receipt of material in store, of the said goods/stores/articles to the purchaser and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of **12 months** from the date of receipt of material in store, of the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods / stores / articles will be at the sellers risk and all the provisions herein contained relating to rejection of goods, etc. shall apply. The contractor/seller shall, if so called upon to do, replace the goods, etc. or such portion thereof as is rejected by the purchaser free of cost at the ultimate destination otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

Signature on behalf of Supplier Firm/Company.....

Name and designation/capacity of signatory.....

Full address of the Supplier Firm/Company.....

Seal and Stamp of the supplier Firm/Company.....

Place:

Date:

To,

***The Superintending Engineer,
Central Equipment & Stores Procurement Circle-II,
Irrigation Department, U.P.,
Lucknow-226025.***

ANNEXURE - BL

**DECLARATION REGARDING BLACKLIST / BANNING OF BUSINESS /
SUSPENSION**

(TO-BE SUBMITTED DULY FILLED ALONG-WITH THEIR TECHNICAL BID OFFER IN PDF
FORMAT)

TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

Name of Tenderer

.....
.....
.....
.....

With reference the aforesaid subject and as per the requirement of the tender, I/ We hereby confirm that I/
We/ am/ are not **Blacklisted / Banned of Business (Debarred) / Suspended** by any Department / Organization /
Undertaking of State / Central Government at the time of submission of this tender.

Signed this.....day of2023.

Signed By (Tenderer)

Note: The above Affidavit is to be submitted on **Rs.10.00 Non Judicial Stamp Paper** affixing **Rs.1.00 Revenue Stamp** thereupon.

ANNEXURE 'UT'
UNDERTAKING

(Notarized undertaking & Authorization to be submitted on Rs 100.00 non judicial stamp paper in part B)

To,

The Superintending Engineer,
Central Equipment & Stores Procurement Circle-II,
Irrigation Department, U.P.,
Lucknow-226025. U.P.

Subject: Letter of undertaking for Authorization.

Dear Sir,

Please refer to your e-Bid no. **GEM/2023/B/4225246** for the supply M.S. Welding Electrode. I/We the undersigned *am/are authorized on behalf of firm M/s------(name of manufacturer) for taking decisions as mentioned hereinafter, hereby authorize _____ (Name of the *authorized person/firm/dealer now shall be named as Bidder) to act on*my/our behalf in all manners relating to application for authorization, including submission of bid, any act & decisions regarding bid. Any acts carried out by _____ (Name of the *authorized person/firm) on our behalf shall have the same effect as acts of our own.

1. M/s _____ (Bidder), who is our reliable distributor/ representative, is authorized to quote and enter with contract if successful, on our behalf for this prestigious bid. M/s _____ (Bidder) is likely to continue as our business partner during years to come for the purpose of this Bid at least. *I/We undertake the following regarding the Manufacture and supply of **M.S. Welding Electrode**.
2. The equipment quoted by M/s _____(Bidder) in this BID manufactured from our Company..... (Name of Manufacturer) meets the specifications required by the Irrigation Department Uttar Pradesh M/s _____ (Bidder) shall not be allowed to do any unauthorized hardware integration on our machines/equipment.
3. It will be ensured that in the event of being awarded the contract, the equipment (including all requisite hardware components) will be delivered directly from our works _____(Address of works) after inspection as per contract. We will provide all necessary backend support [including replacement/rectifications of equipment, spares and expert support] to the bidder for the period as per the contract / Contract to be signed with the Bidder, in the event of his being successful.
4. It is reiterated that if the Bidder does not supply or maintain the equipment for any reason whatsoever we shall make necessary alternative arrangements for honoring supply and guaranties as per the terms and conditions of the contract by continuing to provide backend support as per point no 2 above without any additional charges.
5. If due to any reason whatsoever, the tie up between our Company M/s _____(manufacturer) & M/s _____(Bidder) breaks down subsequently or supply/ Guarantee does not take place for a reason not attributable to Irrigation Department Uttar Pradesh, we shall still ensure that the order gets implemented qua supply & service irrespective of any such breakdown in our relationship with the Bidder. If in the unlikely eventuality of the contract/bid specific understanding not being fructified, we shall make necessary alternative arrangements for honoring the bid and contract as per the terms of the bid/contract, without any additional cost to Irrigation Department, Uttar Pradesh.
6. Notwithstanding anything else contained to contrary in this Bid, the equipment supplied shall not be declared end-of-support during the Guarantee period as per contract. In case a rare situation arises that support is also not possible due to unavoidable circumstances with respect to a particular part or whole of equipment, the Manufacturer will substitute that part or equipment (later if part replacement is also not feasible) with an equivalent or higher model of same make, in accordance to the terms of contract.
7. In event of nonperformance/breach of contract by bidder/original manufacturer, department may act against the bidder/original manufacturer as per the relevant clauses of tender/ agreement.

We/I hereby agree that this undertaking shall be irrevocable and it shall form an integral part of the Contract.

This authorization is valid until further written notice from M/s _____Manufacturer/ organization).

In Witness there of the dealer/Authorized representative and Manufacturer have, set their hands and seal on this..... day of ...2023.

Yours Sincerely

Signature---

(Name of the Authorized Signatory of manufacturer):

Designation---

Address of registered office: Contact Details:

Sign attested of bidder

Note- * Strike off which is not applicable.

ANNEXURE –“PA”
POWER OF ATTORNEY

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

Tender No.: _____

Item Description: _____

Name of Bidder: _____

“The undersigned _____ (Name of LEGAL Authorized PERSON, i.e.CEO/C&MD/ Director/Company Secretary/any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s _____ whose registered address is _____ and does hereby appoint Mr./Mrs _____ (name of authorized person signing the bid document) _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (**both digitally and manually**), conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. _____ for supply of _____.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s -----
_____(Name of bidder).

This Power of Attorney is effective immediately and shall remain valid and effective in full force before I/we withdraw or revoke it in writing (by fax or post).

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

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

Signed at _____ on this ___ day of _____ 2023 _____, in the presence of the undersigned witnesses.

WITNESSES:

1. _____

2. _____

(Signature of witnesses with address)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

E-mail id:

(By notary Officer)

State of __ (name of State) _____ of Republic of India WITNESS my hand and official seal.

Signature _____ (Seal of notary officer with registration number)

ANNEXURE –“BD”
FORM OF BIO DATA

BIDDER’S GENERAL INFORMATION

To,

Superintending Engineer

Central Equipment & Stores Procurement Circle-II Irrigation Department of Uttar Pradesh,
Ganga Sinchai Bhawan, Telibagh,

LUCKNOW

0522-2442475, 2443522

1. Bid Reference:
2. Bidder Name:
3. Address of Registered Office for communication:
City..... District
- State:..... PIN:..... Fax:.....
4. Operation Office Address, If different from above:
City:..... District:.....
- State:..... PIN:..... Fax:.....
5. Address of works:
City:..... District:.....
- State:..... PIN:..... Fax:.....
6. Telephone Number for communication:
(Country Code) (Area Code) (Telephone Number)
7. E-mail address for communication:
8. Website:
9. Fax Number for communication:
(Country Code) (Area Code) (Telephone Number)
10. ISO Certification, if any {If yes, please furnish details like issuing authority, validity}:
11. Banker’s Name:
12. Branch :
13. Branch Code:
14. Bank account number with IFSC Code:
15. GSTN No.:
16. PAN No.:
17. Whether SSI Registrant Or not if yes details :

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation

ANNEXURE-“ITC”

INPUT TAX CREDIT

TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

Name & address of bidder

.....
.....
.....
.....

TO WHOM IT MAY CONCERN

With reference to the aforesaid subject, this is to certify that the prices of required stores/equipment have been quoted after taking INPUT TAX CREDIT into account and the same has been passed on the purchaser’s consignee account.

Date:

Signed by
(Bidder)

Note: The above certificate is to be submitted on Rs.100.00 non-judicial stamp paper issued in favour of the Firm.

ANNEXURE-“EP”

FORM OF e-PAYMENT
TENDER NOTICE NO. GEM/2023/B/4225246

FOR THE SUPPLY OF M.S. WELDING ELECTRODE

1. Firm Name with Full Address

2. Bank Name

3. Bank Address

4. Bank Telephone No.

5. Bank Account No.

6. Account Type

7. Bank's Branch Code

8. Bank's IFSC Code

DECLARATION:

1. I as representative/Owner of the above named firm, hereby authorize Irrigation Department, U.P. to electronically make payments to the designated bank account. I hereby certify that the particulars given above are true, complete and correct.
2. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Irrigation Department, U.P. responsible.

Date:

Authorised Signatory:

Designation:

Firm's Seal

Verification by Bank

N.B. Payment to the firm shall be made using e-Payment on particular mentioned above but under technical snag or unavoidable circumstances consignee may prefer other best mode of payment available thereon.

