

|      |       |  |
|------|-------|--|
| 3.7. |       | <p><b>Conflict of Interest</b></p> <p>The Bidder shall not be one of the following:</p> <ol style="list-style-type: none"> <li>1. Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders/ partners/ directors.</li> <li>2. A Firm or an Organization which has been engaged by the Employer to provide consulting services for preparation related to procurement for or implementation of this Project;</li> <li>3. Any bidder who is registered with the State Bar Councils is not allowed to participate in the bidding process.</li> <li>4. No Engineer of Gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering deptt. of the State/ Central government is allowed to work as a contractor for a period of <b>two years</b> after his retirement from govt. services without government permission. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the government as aforesaid before submission of the tender or engagement in the contractor's service.</li> <li>5. A contractor black listed/debarred by any Govt. body shall not be eligible to bid.</li> </ol> |
| 3.8. |       | <p><b>Updating Prequalification Information:</b></p> <p>The Bidders shall be required to update the financial information/capability used for pre-qualification at the time of submitting their Bids and to confirm their continued compliance with the qualification criteria. A Bid shall be rejected if the Bidder's pre-qualification thresholds are no longer met at the time of submission of his Bid.</p>   |
| 3.9. | 3.9.1 | <p><b>General</b></p> <ol style="list-style-type: none"> <li>25. Only Bidders who have been pre-qualified under this procedure will have their Financial Bids opened.</li> <li>26. A Firm can submit only one Bid for the Contract. If a Firm submits more than one Bid, all bids which include that firm will be rejected.</li> </ol>   |
|      | 3.9.2 | <p><b>Bid Security/Earnest Money/Bid Validity:</b></p> <ol style="list-style-type: none"> <li>a) The Bid Security/EMD shall be deposited only by mechanism of as outlined in NIT. <b>Tender Fee and EMD must be submitted by the bidder out of his own resources else his bid shall be disqualified.</b></li> <li>b) Any bid not uploaded with valid proof of deposit of Earnest Money and required tender fee, shall be rejected forthwith by the Employer as non-responsive. The bidder shall not have any claim</li> </ol>  |

|  |              |   |
|--|--------------|---|
|  |              | <p>in this regard.</p> <p>c) The Earnest Money of unsuccessful bidders will be returned soon after approval of technical bid by the competent authority and latest on or before the 30th day after award of the contract.</p> <p>d) The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.</p> <p>e) The Bid shall be kept valid for 120 days after deadline for submission of the Bid document. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</p> <p>f) In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money.</p> |
|  | <b>3.9.3</b> | <p>The Employer reserves the right to:</p> <p>a) Amend the scope and value of any Contract to be Bid, in which event the Contract will only be Bid among those pre-qualified Bidders who meet the requirements of the Contract as amended;</p> <p>b) Reject or accept any application; and</p> <p>c) Cancel the pre-qualification process and reject all Applications.</p> <p>d) Cancel the entire bid process.</p> <p>The Employer shall neither be liable for any such actions nor be under any obligation to inform the Bidder of the grounds for them.</p>  |
|  | <b>3.9.4</b> | <p>1. The Bidder will be advised by the Employer or his representative in writing or by fax/e-mail/SMS, within 90 days of the date for submission of bids, of the result of their application and of the names of the pre-qualified Bidders without being assigned any reason for the Employer's decision.</p> <p>2. If the Bidder feels that technical credentials of his own or other Bidders have been wrongly evaluated/verified, he may raise objections within 2 (Two) working days from the date of uploading of result. Opening of financial bid will be scheduled accordingly. No requests/objections shall be entertained beyond above limit, else it may be treated as an obstruction in tender process and shall be dealt with accordingly.</p>   |
|  | <b>3.9.5</b> | <p>The Employer reserves the right to verify and seek clarification of the information furnished by any/all Bidders to make an informed decision.</p>   |

### 3.10. QUALIFIED BIDDERS:

Construction & Design Services U.P.Jal Nigam will evaluate which Bidders are qualified and will inform them through e-tender portal. Qualified contractors will be given an invitation to participate in opening of Financial Bid of the tender at the date and time to be specified in the intimation.

**3.11.** Even though the Bidders are pre-qualified, they are subject to be disqualified if they have:

- 3.11.1. Made untrue or false representations in the form, statements and attachments submitted in proof of the qualification requirements, and/or
- 3.11.2. Participated in the previous bidding for the same work and had quoted unreasonably high/low bid prices and could not furnish rational justification to the C&DS. and/or
- 3.11.3. Record of past poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, or financial failures, etc.

## CHAPTER-4

### EVALUATION AND QUALIFICATION PROCEDURE

#### 4.1. Evaluation criterion of applications for pre-qualification:

The pre-qualification document shall be examined to ascertain whether the applications:

- I. Fulfill responsiveness criteria of the Bid i.e. deposit/uploading of proof of earnest money deposit, tender fees, standard affidavit in prescribed form 'I-C'.
- II. Meet the eligibility requirements,
- III. Have been properly prepared & signed,
- IV. Contain all the details called for and are in proper format.

Assessment of the firms who have applied for the pre-qualification, will also include the following items:

Applications of the bidders will be evaluated in detail in the second stage, with weightage of each of the following factors.

1. Financial status of the firm including annual turnover, working capital, net worth, and works in hand, financial arrangements proposed viz. own resources/bank credits etc.
  2. Resources of the firm in respect of personnel, equipment and plants.
  3. The experience of the firms for works of similar nature.
- 4.2. The bidder should state in detail about the contracts where delay has occurred, the period of delay and the reasons thereof. Details of works that have been abandoned for reasons whatsoever should also be furnished. In case the bidder or any partner was ever black listed the same should be indicated.
- 4.3. **(Applicable in case cost of work put to bid is more than 10 Cr)**  
**To become eligible for short listing the bidder must secure at least 50 (Fifty) percent marks in each and 60 (Sixty) percent marks in aggregate** as per evaluation criteria described in Annexure-I. Such qualified bidders will be called for opening of financial bid.
- 4.3.1. The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

#### 4.4. Examination of Bids and Determination of Responsiveness:

- 4.4.1. During the detailed evaluation of “Technical Bids”, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Chapter-3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 4.4.2. A substantially responsive “Financial Bid” is one that conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the C&DS’s rights or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive

position of other bidders presenting substantially responsive bids.

**4.4.3.** If a “Financial Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**4.4.4.** The conditional bids shall be treated as non-responsive forthwith.

**4.5.** Even though the bidder meets the above qualifying criteria, he can be disqualified if he has made any misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirement and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion and blacklisting or financial failure etc.

**4.6.** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer’s estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

**4.7.** Stamp duty charges as applicable shall be borne by the tenderer as applicable at the time of award of the contract. The contract agreement will be executed on non judicial stamp paper of the value of Rs. 100/- along with Rs. 2/- Revenue stamp.

## **CHAPTER-5**

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

*(For guidance purposes only. The Bidder is advised to familiarize himself with Terms and Conditions of NIT, Bid document and process of bid submission on e-tender portal on their own. The department bears no responsibility for incorrect submission of bid.)*

#### **5.1. Documents Constituting the e-Bid**

The e-Bids prepared by the Bidder shall comprise the following components:

e-Bids will comprise of:

- a) Technical proposal submission forms
- b) Financial proposal submission forms

#### **5.2. Documents Establishing Bidder's Qualification**

The Bidder shall furnish, as part of Technical Proposal, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and selection procedure are defined in previous Chapters.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

#### **5.3. Format and Signing of e-Bids**

The Bidder shall prepare one electronic copy for the e-Bids.

**All the pages/ documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.**

#### **5.4. Submission of e-Bids:**

The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.

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

For participating in e-tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of Rs 6000/- (Rupees Six thousands only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001

for getting a valid User ID and password and the required training/ assistance etc. on e-tender portal <http://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited for further assistance.

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

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website [www.uplc.in](http://www.uplc.in) along with the payment of fee of Rs 1704/- per person, The Bidder is also advised to register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The C&DS, U P Jal Nigam shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

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

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc. of this e-tender document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission end date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in



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

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

### **5.5. Deadline for Submission of e-Bids**

e-Bids must be submitted by the Bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender document.

The C&DS may extend this deadline for submission of e-Bids by amending the e-tender document, in which case all rights and obligations of the C&DS and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

C&DS shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> on or before **the scheduled date and time**.

### **5.6. Late e-Bids**

The server time indicated in the Bid Management window on the e-tender portal <http://etender.up.nic.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.

### **5.7. Withdrawal and Resubmission of e-Bids (Not permitted)**

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time **(if allowed)**. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally



withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder has to request the C&DS with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Project Manager to return back the e-Bids Processing Fee as per the procedure.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents.

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

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

#### **5.8. Receipt and Opening of e-Bids by the Purchaser/TIA**

Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal.

**Please note that prices should not be quoted in the Technical Bid.** The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first.

C&DS will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at **scheduled date and time at designated place**. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday, the e-Bids shall be opened at the appointed time and place on the next working day. The name of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, C&DS shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection. C&DS will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and have been short listed for opening of their financial e-bids.

## **SECTION-3**

### **ANNEXURE-I**

#### **CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRATORS FOR PRE-QUALIFICATION**

**(Applicable in case cost of work put to bid is more than Rs. 10.00 Cr)**

|            | Attributes   | Evaluation   |     |     |               |
|------------|--|--|-----|-----|---------------|
| <b>(a)</b> | <b>Financial strength (20 marks)</b>                   |  |     |     |               |
|            | (i) Average annual Turnover <b>12 marks</b>            | (i) 60% marks for minimum eligibility criteria                     |     |     |               |
|            | (ii) Solvency Certificate <b>8 marks</b>               | (ii) 100% marks for twice the minimum eligibility criteria or more |     |     |               |
|            |  | In between (i) & (ii) - on pro- rata basis                         |     |     |               |
| <b>(b)</b> | <b>Experience in similar class of works (20 marks)</b> |  |     |     |               |
|            |  | (i) 60% marks for minimum eligibility criteria                     |     |     |               |
|            |  | (ii) 100% marks for twice the minimum eligibility criteria or more |     |     |               |
|            |  | In between (i) & (ii) - on pro- rata basis                         |     |     |               |
| <b>(c)</b> | <b>Performance of works (time over run) (25 marks)</b> |  |     |     |               |
|            | Parameter for calculation of points                    | Score  |     |     | Maximum Marks |
|            | If TOR=  | 1.0  | 2.0 | 3.0 | >3.5          |
|            | (i) Without levy of Compensation                       | 25   | 20  | 10  | 0             |
|            | (ii) With levy of Compensation                         | 25   | 10  | 5   | -5            |
|            | (iii) Levy of compensation not decided                 | 25   | 15  | 5   | 0             |

TOR= AT/ST, where AT= Actual Time; ST= Stipulated Time.

**Note:** Marks for value in between the stages indicated above is to be determined by straight line variation basis.

|            |  |   |
|------------|--|---|
| <b>(d)</b> | <b>Performance of works (Quality) (15 Marks)</b>                       |   |
|            | (i) Very Good  | 15  |
|            | (ii) Good  | 10  |
|            | (iii) Fair   | 5   |
|            | (iv) Poor  | 0   |
| <b>(e)</b> | <b>Personnel and Establishment (amend suitably as per requirement)</b> | <b>(Max. 10 marks)</b>                    |
|            | (i) Graduate Engineer  | 3 marks for each                          |
|            | (ii) Diploma holder Engineer   | 2 marks for each up to Max. 4 marks       |
|            | (iii) Supervisory/Foreman  | 1 marks for each up to Max. 3 marks       |
| <b>(f)</b> | <b>Plant &amp; Equipment (amend suitably as per requirement)</b>       | <b>(Max. 10 marks)</b>                    |
|            | (i) Steel shuttering   | 2 marks for each 800 sqm maximum 4 marks. |
|            | (ii) Tower crane   | 4 marks for each up to Max. 4 marks       |
|            | (iii) Building Hoist   | 1 marks for each up to Max. 2 marks       |
|            | (iv) Excavator   | 1 marks for each up to Max. 2 marks       |
|            | (v) Concrete Pump  | 0.5 marks for each up to Max. 1 marks     |
|            | (vi) DG set of 60 KVA  | 2 marks for each up to Max. 2 marks       |

**GENERAL INFORMATION**

1. All Agencies/firms applying for pre-qualification are requested to complete the information in this form. Nationality information to be provided for all owners or Bidders for partnerships or individually owned firms.
2. Where the Bidder proposes to use subcontractors for critical components of the works or for work contents in excess of 5 percent of the value of the whole works, the following information should also be supplied for **the specialist agencies (s)**

|   |  |   |
|---|--|---|
| 1 | Name of firm.  |   |
| 2 | Principal Place of business-   |   |
| 3 | Correspondence Address:  |   |
| 4 | Office Telephone:  | Mobile:   |
| 5 | Fax:   | E-mail:   |
| 6 | Place of incorporation/registration:<br>(Attach copy)  | Date of incorporation:<br>Registration valid up to: |
| 7 | Constitution or Legal status of bidder-<br>a) An individual<br>b) Proprietary firm c) Partnership firm<br>d) Limited company or corporation<br>Another (Pl. specify) | (Attach copy)                                       |
| 8 | Power of Attorney of signatory of Bid  | (Attach )   |

| Name of the Directors /<br>Partners | Position in the company | Nationality. |
|-------------------------------------|-------------------------|--------------|
| 1                                   |                         |              |
| 2                                   |                         |              |
| 3                                   |                         |              |

| Name of persons to be contacted and their contact details |         |                    |        |
|---|---------|--------------------|--------|
| Name  | Address | Phone No. / Mobile | E-mail |
|   |         |                    |        |

Signature of Bidder.

**DECLARATION FORM-I A**

**(EARNEST MONEY)**

I / We deposit herewith an Earnest Money for (Rs. in words) ..... in the following form as per clause 3.9.2 of Instruction to Bidders/ as well as NIT.

I/We also agree to deposit requisite performance security/ additional performance security/ security money as per conditions of this tender document.

The details of deposit of Earnest Money are given below:

| Sl.No. | Description | Amount<br>Rs. | Period of<br>Validity | Name of Issuing<br>Bank/Post Office | Remarks |
|--------|-------------|---------------|-----------------------|-------------------------------------|---------|
|        |             |               |                       |                                     |         |

DATE

SIGNATURE & SEAL

ADDRESS

NAME

## **DECLARATION FORM-I B**

(AFFIDAVIT OF BID VALIDITY)

**IMPORTANT :-**

- 1- This affidavit is to be furnished positively at the time of submitting the tender.
- 2- The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized, affixing a revenue stamp of Rs. 2/- only and the expenditure incurred shall be borne by the tenderer.

**AFFIDAVIT FORM**

Tender invited by .....

Tender for .....  
.....

Tender Notice No.& Date .....

Name of Tenderer .....  
.....

IN CONSIDERATION of the CONSTRUCTION & DESIGN SERVICES U.P.JAL NIGAM having treated the bidder to be an eligible person, whose tender may be considered, the bidder hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within 120 (One hundred and twenty) days from the date of opening the tender, also to the condition that if, the bidder does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited by the CONSTRUCTION & DESIGN SERVICES U.P.JAL NIGAM and I/we may, in addition to other actions detailed in bid document, be debarred from tendering for a period of one year reckoned from the date of opening of the tender, as per discretion of the later.

Signed this.....day of ..... 201...

Signed by :-

(BIDER)  
Signature & Seal

Witness :-

- 1.....
- 2.....

**शपथ-पत्र (STANDARD AFFIDAVIT)**

राजपत्रित अधिकारी द्वारा प्रामाणित  
पासपोर्ट साईज नवीनतम फोटोग्राफ  
चस्पा किया जाय।

- (यहां पूरा पता दरभाष सहित एवं पिन कोड सहित लिखा जायें)

13. मैं शपथपूर्वक घोषणा करता हूँ कि उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन आता है तो इसकी सूचना मैं तत्काल संबंधित प्राधिकृत अधिकारी, और जिला मजिस्ट्रेट/ कलेक्टर को दूंगा।
14. मेरा पैन नं० ..... है। (आयकर विभाग द्वारा प्रदत्त प्रमाण पत्र संलग्न किया जाये)
15. मेरा आधार संख्या (प्रोपराईटर/पार्टनरशिप फर्मों हेतु).....(आधार कार्ड की स्वसत्यापित प्रति संलग्न की जाय)
16. मेरा जी.एस.टी. पंजीयन संख्या .....है।(पंजीयन प्रमाण पत्र की स्वसत्यापित प्रति संलग्न की जाय)
17. मैं अपनी पूर्ण जानकारी में पूरे होशों हवाश में स्वस्थ चित्त से पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिख कर दे रहा हूँ । ईश्वर मेरी मदद करें।

दिनांक :

शपथी का पूरा हस्ताक्षर

पूरा नाम-

पता-

नोट-

1. यह स्वघोषणा शपथ पत्र ₹0 100/- (₹0 एक सौ) के स्टाम्प पेपर पर नोटरी द्वारा सत्यापित कराते हुए दिया जायेगा, तथा शपथ पत्र के समस्त बिन्दुओं को समाहित किया जायेगा, अन्यथा निविदा अस्वीकार की जा सकती है।
2. असत्य शपथ-पत्र देना एक संगीन और संज्ञेय अपराध है।
3. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना रंगीन फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ -पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।
4. Bidders from out side the State may translate the above format in English and submit the notarised affidavit, however the contents should remain the same.



**FORM-II (A)****FINANCIAL INFORMATION**

Details to be furnished duly supported by Audited Balance sheets/profit & loss account for the previous 5 (Five) Financial years ending 31.03.2019 **duly certified by the Statutory Auditor** as submitted by the Bidder to the Income Tax Department.

**Banker**

|                    |                      |
|--------------------|----------------------|
| Name of Banker-    |                      |
| Address of Banker- |                      |
| Telephone          | Contact name & Title |
|                    |                      |
| Fax                | Email-               |

| Sl. No. | Particulars  | Financial Year |  |  |  |  |
|---------|--|----------------|--|--|--|--|
|         |  |                |  |  |  |  |
| 1       | Gross Annual Turnover on Construction works                              |                |  |  |  |  |
| 2       | Profit/Loss  |                |  |  |  |  |
| 3       | Share Capital / Fixed Assets   |                |  |  |  |  |
| 4       | Net Worth  |                |  |  |  |  |
| 5       | Current liabilities:<br>a) Book Cash credit<br>b) Other sundry creditors |                |  |  |  |  |
| 6       | Solvency   |                |  |  |  |  |

Note-

- (1) The information provided above shall be certified by the Statutory Auditor of Firm and supported by copies of tax returns.
- (2) Permanent Account Number (IT):
- (3) Goods & Service Tax Registration Number.
- (4) Acknowledgement of Income Tax return:  
for the last 3 years. **(Enclose copies for the Last Three Years)**

**Signature of Chartered Accountant with Seal.**

**Signature of Bidder**

## FORMAT (II-B)

### SAMPLE FORMAT FOR SOLVENCY CERTIFICATE ON THE LETTER HEAD OF BANK

No. ....

Dated: .....

#### (On Letter Head of Bank)

This is to certify that to the best of our knowledge and information M/s /Sri .....address..... a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs. .... (Rupees .....). This is also certified that this limit is free for work and is not mortgaged anywhere. This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

of the Bank Authority

Date :

Name of Bank & Seal

#### Note :

1. Solvency Certificate issued only by any Scheduled Commercial Bank shall be accepted.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.
3. Solvency Certificates should be signed, dated and stamped by an authorised signatory of the Bank, else they shall be summarily rejected.
4. Certificates issued more than 182 days prior to last date of bid submission shall not be accepted.

**FORM-III**

**DETAILS OF SIMILAR TYPE OF WORKS COMPLETED (In the same name and style)  
DURING LAST 10 YEARS.**

| Sl.<br>No. | Name<br>of Work | Brief<br>Scope of<br>Work | Name of<br>client<br>Department/<br>Employer | Aggregated value<br>of executed works <sup>1</sup><br>including cost of<br>material supplied<br>by the department.<br>(Rs. in Lacs) | Scheduled<br>dates of |                       | Reasons of<br>delay, if any |
|------------|-----------------|---------------------------|--|---|-----------------------|-----------------------|-----------------------------|
|            |                 |                           |  |   | Start of<br>work      | Completion of<br>work |                             |
|            |                 |                           |  |   |                       |                       |                             |
|            |                 |                           |  |   |                       |                       |                             |
|            |                 |                           |  |   |                       |                       |                             |

**Note:** The attested photocopy of the experience certificate of the Engineer-in- charge not below the rank of Executive Engineer/Project Manager/ Project Head be appended with the detail. In the absence of these documents, the work would not be considered for eligibility criteria.

Signature of Bidder

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<sup>1</sup> Certified by an authority not below the rank of Executive Engineer/ Project Manager/ Project Head.

**FORM – IV.****(SAMPLE FORM)****DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED  
FOR THE WORKS**

| <b>S.<br/>No.</b> | <b>Designation</b>            | <b>Total<br/>number</b> | <b>Number<br/>available<br/>for this<br/>work</b> | <b>Name</b> | <b>Qualifica<br/>tion</b> | <b>Date of<br/>Birth</b> | <b>Experience<br/>in Yrs.</b> | <b>Remarks</b> |
|-------------------|-------------------------------|-------------------------|---|-------------|---------------------------|--------------------------|-------------------------------|----------------|
| <b>1</b>          | <b>2</b>                      | <b>3</b>                | <b>4</b>  | <b>5</b>    | <b>6</b>                  | <b>7</b>                 | <b>8</b>                      | <b>9</b>       |
| 1                 | Graduate<br>Eng. Civil        |                         |   |             |                           |                          |                               |                |
| 2                 | Diploma<br>Eng. Civil         |                         |   |             |                           |                          |                               |                |
| 3                 | Diploma<br>Eng.<br>Electrical |                         |   |             |                           |                          |                               |                |
| 4                 | Work<br>Supervisor            |                         |   |             |                           |                          |                               |                |

Signature of Bidder

**EXPERIENCE OF WORKS (Govt. Works)**

**Name of work/project & location:**

Nature of work: **Civil:** Mention-Type of structure (RCC framed/ load bearing/Steel structure,) Nos., of floors, type of roofing etc. and other special features.

**Electrical:** Mention-Internal electrical installations,

**Others:**

Estimated cost:(Rs. Lacs) .....

Actual completion cost:(Rs. Lacs) .....

Date of start: .....

**Date of completion**

(i) Scheduled date of completion: .....

(ii) Actual date of completion: .....

Amount of compensation levied for delayed completion, if any:- .....

(if levy of compensation not yet decided, it may be mentioned accordingly)

Performance Report: Very Good/Good/Fair/Poor

Dated: Executive Engineer/ Project Manager or Equivalent

(Seal)

**Note:- The performance certificate should be clear and exhaustive enough to establish similarity with the work under Bid.**

**SAMPLE FORM (V-B)**

**(On the letter head of the certificate issuing Firm/Company/Authority)**

**EXPERIENCE OF WORK (Work of Private Organisations)**

Certified that M/s .....(Name and address of firm) has executed and completed the following project as detailed below:-

|   |                          |
|---|--------------------------|
| Name of Project & Location:   |                          |
| Scope of work:<br>(Describe in brief) such as   |                          |
| <b>(A) Civil:</b> Mention-Type of structure (RCC framed/ load bearing/Steel structure,) Nos., of floors, type of roofing etc. and other special features. |                          |
| <b>(B) Electrical:</b> Mention-Internal electrical installations,   |                          |
| <b>(C) Others:</b>  |                          |
| Cost of Project:  |                          |
| MOU/Contract No. & date:<br>(Attach copy)   |                          |
| Contract Value ( in Rs. Lacs):  |                          |
| Date of start:  |                          |
| Completed Value ( in Rs. Lacs):   |                          |
| Date of Completion:   |                          |
| Time overrun:<br>(if any, with reasons)   |                          |
| Payments made to the Firm under the Scope of this project:  |                          |
| Details of TDS against above payment. (attach form-16A)   |                          |
| Performance Report:   | Very Good/Good/Fair/Poor |
| Attach copy of final certified Bill.  |                          |

Dated:

**Project Head or Authorised Signatory**

(Seal)

**Note-**

- a) The Certificate should contain full address, land line number, e-mail address, fax numbers of Registered office & GSTIN No.of issuing authority on the letter pad of the company.
- b) The Certificate should also be supported by final bill (certified).
- c) Bidder should note that work experience certificate for on-going works shall not be considered for eligibility/evaluation.
- d) **The performance certificate should be clear & exhaustive enough to establish similarity with the work under Bid.**



**FORM-(VI) (SAMPLE)**

**DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT (LIKELY TO BE USED IN CARRYING OUT THE WORK) AVAILABLE WITH THE CONTRACTOR**

| S.No  | Name of equipment | Nos. | Capacity | Remarks |
|---|-------------------|------|----------|---------|
| 1   | 2                 | 3    | 4        | 5       |
| <b>Equipment for concrete work</b><br>1. Concrete batching plant<br>2. Concrete pump<br>3. Concrete Mixer (Diesel)<br>4. Needle vibrator (electrical)<br>5. Needle vibrator (petrol)<br>6. Table vibrator (elect/petrol)  |                   |      |          |         |
| <b>Equipment for building work</b><br>1. Bar bending machine<br>2. Bar cutting machine<br>3. Drilling machine   |                   |      |          |         |
| 4. Cube casting moulds<br>5. Steel shuttering<br>6. Steel scaffolding<br>7. Grinding/polishing machines<br><b>Equipment for transportation</b><br>8. Tippers<br>9. Trucks<br>10. Pump diesel<br>11. Pump Electric<br>12. Diesel Generators<br>13. Any other plant/equipment |                   |      |          |         |

Signature of Bidder (s)

## FORM – VII (SAMPLE)

### LITIGATION HISTORY

Name of Bidder or Partner of a Firm:

| Date of Award or filing (if in process) | Name of client, cause of litigation, and matter in dispute and name of claimant party | Contract value (Rs. In Lacs) | Disputed amount (Rs. In Lacs) | Actual awarded amount (Rs. In Lacs) | Award For or against Bidder |
|---|---|------------------------------|-------------------------------|-------------------------------------|-----------------------------|
|   |   |                              |                               |                                     |                             |
|   |   |                              |                               |                                     |                             |
|   |   |                              |                               |                                     |                             |
|   |   |                              |                               |                                     |                             |
|   |   |                              |                               |                                     |                             |
|   |   |                              |                               |                                     |                             |
|   |   |                              |                               |                                     |                             |
|   |   |                              |                               |                                     |                             |

**Bidders including their partners** shall provide information on the history of the litigation or arbitration resulting from contracts executed or under execution during the last five (5) years.

Providing any false or misleading information, or hiding any information, may result in disqualification of the Bidder.

*In addition, each of the partners of the bidder shall certify that they are not banned by U.P. Jal Nigam / CPWD/PWD/MES/ OR any other Govt. agency.*

Signature of Bidder

**FORM-VIII**  
**LETTER COMPRISING BID**

To,

.....

Construction & Design Services,

U.P.Jal Nigam, .....(U.P.)

Sir,

**Name of Work:-.....**

1. Having examined the Press Note, Notice Inviting Tenders and bid document I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for percentage rate below/ percentage above/ at par as in the financial bid, as referred to in relevant clauses of Instructions to Bidder.
2. I/We confirm that our bid is according to the term & conditions and specifications laid down in the bid documents. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we also authorize employer or his representative to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. I/We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
5. I/We agree to keep the offer in this tender valid for a period of 120 (One hundred and twenty) days as mentioned in the bid documents and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason what so ever, the Earnest Money deposited by me/us will be forfeited by the Construction & Design Services, U. P. Jal Nigam and other actions in accordance with bid documents may be taken against me.
6. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.
7. I/we hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/we have carefully followed the instructions in the tender document and that I/we have made such examination of the contract documents and of the plans, specifications and quantity, and of the location where the said work is to be done, and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, covenants, agreements stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/we will not hereafter make any claim or demand upon Construction & Design Services, U.P. Jal Nigam based upon or arising out of any alleged misunderstanding or

misconception, mistake on my/our part of the said requirements, stipulations, restrictions and conditions.

8. I understand that quantities given in Bill of Quantities in Schedule 'G' are liable to change upto any extent. I will not demand any compensation/cost on this account.
9. I/we have deposited and uploaded proof of EMD deposit for Rs. .... for the work.
10. If my/our tender is not accepted, this sum shall be returned to me/us latest within 30th day of award of contract. If my/our tender is accepted, the earnest money shall be returned to me/us on my/our entering into contract agreement duly furnishing performance/additional performance security deposit. If upon intimation being given to me/us by the Construction & Design Services, U. P. Jal Nigam of performance security/additional performance security deposit defined in Tender Document, I/we fail to deposit the same, then I/we agree to the forfeiture of the earnest money.
11. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee/Additional Performance Guarantee.
12. Any notice required to be served on me/us if delivered to me/us personally or forwarded by post to me/us (registered) or left at my/our address given herein, such notice shall if sent by post, be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which is sent.
13. I/we fully understand that the written agreement (to be entered into between me/us and the Construction & Design Services, U. P. Jal Nigam) shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of the Construction & Design Services, U. P. Jal Nigam.
14. I/we understand that you are not bound to accept the lowest or any bid you receive.

Encl: As above

Address with phone No.

Signature of Contractor/Tenderer  
Name-

Dated the ..... day of ..... 201

Signature of Witnesses:

Name and address :

## FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

### POWER OF ATTORNEY

**(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).**

We, M/s. \_\_\_\_\_ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work \_\_\_\_\_ (name of work), including signing and submission of application proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with C&DS, U.P. Jal Nigam or any other Government Agency or any person, in connection with the works including receiving payments, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration until culmination of the process of bidding till the Contract Agreement is entered into with C&DS, U.P. Jal Nigam and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20

(Signature and name of authorized signatory)

\_\_\_\_\_

(Signature and name in block letters of all the remaining partners of the firm, Signatory for the Company)

Seal of firm/ Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

- To be executed by all the members individually.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

## **SECTION – 4**

### **PART-I**

#### **CONDITIONS OF CONTRACT**

#### **(GENERAL CONDITIONS OF CONTRACT)**



## Table of Clauses

| Sl. No.   | Description   | Sl. No.   | Description  |
|-----------|---|-----------|--|
| <b>A.</b> | <b>General</b>  | 32.       | Correction of Defects                                  |
| 1.        | Definitions   | 33.       | Uncorrected Defects                                    |
| 2.        | Interpretations   | <b>D.</b> | <b>Cost Control</b>                                    |
| 3.        | Language and Law  | 34.       | Bill of Quantities& Measurements                       |
| 4.        | Engineer's Decisions                                      | 35.       | Variations   |
| 5.        | Delegation  | 36.       | Payments for Variations                                |
| 6.        | Communications  | 37.       | Cash Flow Forecasts                                    |
| 7.        | Subcontracting  | 38.       | Payment Certificates                                   |
| 8.        | Other Contractors   | 39.       | Payments   |
| 9.        | Personnel   | 40.       | Compensation Events                                    |
| 10.       | Employer's and Contractor's Risks                         | 41.       | Tax  |
| 11.       | Employer's Risks  | 42.       | Currencies   |
| 12.       | Contractor's Risks  | 43.       | Security Deposit                                       |
| 13.       | Insurance   | 44.       | Liquidated Damages                                     |
| 14.       | Site Investigation Reports                                | 45.       | Advance Payments                                       |
| 15.       | Queries about the Contract data                           | 46.       | Securities   |
| 16.       | Contractor to Construct the works                         | 47.       | Cost of Repairs  |
| 17.       | The Works to Be Completed by the Intended Completion Date | <b>E.</b> | <b>Finishing the Contract</b>                          |
| 18.       | Approval by the Engineer                                  | 48.       | Completion   |
| 19.       | Safety  | 49.       | Inspection & Handing Over                              |
| 20.       | Discoveries   | 50.       | Final Account  |
| 21.       | Possession of the Site                                    | 51.       | Submission of As Built Drawings                        |
| 22.       | Access to the Site  | 52.       | Rights of Breach of Contract:                          |
| 23.       | Instructions  | 53.       | Payment upon Rescission /Determination of the Contract |
| 24.       | Dispute Redressal System                                  | 54.       | Property   |
| 25.       | Arbitration   | 55.       | Release from Performance                               |
|           |   | 56.       | Escalation   |
| <b>B.</b> | <b>Time Control</b>                                       | <b>F.</b> | <b>Other Conditions of contract</b>                    |
| 26.       | Programme   | 57.       | Labour   |
| 27.       | Extension of the Intended Completion Date                 | 58.       | Compliance with Labour Regulations                     |
| 28.       | Delays Ordered be the Engineer                            | 59.       | Drawings and Photographs of the Works                  |
| 29.       | Management Meetings                                       | 60.       | The Apprenticeship Act, 1961                           |
| <b>C.</b> | <b>Quality Control</b>                                    | 61.       | Prohibition of Criminals                               |
| 30.       | Identifying Defects                                       | 62.       | Prohibition of Members of Bar Council.                 |
| 31.       | Tests   | 63.       | Prohibition on near relatives.                         |