

14. U.P. Jal Nigam reserves the right to reject any prospective application or to cancel entire bid process without assigning any reason whatsoever.
15. E-tender document fee is non-refundable. It shall be deposited in the account of **Executive Engineer, Construction Division (E/M), U.P. Jal Nigam (Urban), Lucknow in Union BANK, Chandganj, Lucknow, A/c No. 437202050000073, IFSC Code- UBIN0543721 only by DD/RTGS/NEFT.**
16. **Earnest Money:**
- EMD will be 2% for works up to Rs 5.00 Cr. and 1% or Rs 10.00 Lac whichever is higher for works above 5.00 Cr.
 - EMD shall be paid through RTGS/Bank Guarantee/FDR issued by any scheduled commercial Bank.
 - Validity of BG will be at least 65 days beyond the validity of Tender.
 - The component of earnest money shall be deposited in the account of **Executive Engineer, Construction Division (E/M), U.P. Jal Nigam (Urban), Lucknow in Union BANK, Chandganj, Lucknow, A/c No. 437202050000073, IFSC Code- UBIN0543721 only by DD/RTGS/NEFT.**
 - The bidder shall deposit tender fees and earnest money **separately** in account mentioned as above. Further he shall upload digitally signed copies of original receipts of bank showing clearly the above details and/or the Bank Guarantee.
 - In case EMD is submitted in the form of Bank Guarantee, bidder should ensure that such **Original Bank Guarantee is mandatorily deposited in the office of undersigned on the day of scheduled date (during office hours) of opening of Technical Bid**, either in person or by Speed Post. The liability for timely submission shall lie with the Bidder, U.P. Jal Nigam (Urban) shall not be responsible for delay on account of any reason whatsoever.
 - Subject to limit as described in foregoing para, EMD may also be submitted in the form of CDR/FDR issued by a scheduled commercial bank and duly pledged in the favour of tender inviting authority, unless otherwise mentioned **It is made clear that Tender Fee and Earnest Money deposited in any other form besides as mentioned above sub-para shall render the bid non-responsive.**
 - In case of JV the EMD should be in the name/ from the account of JV or lead partner as specified in the JV agreement.
17. All the Bank Guarantees submitted towards EMD/Performance Security/Additional Performance Security should be verifiable and encashable from a branch situated in a city where the office of Divisional Officer is located.
18. All the documents as specified in the technical bid/eligibility bid document should be uploaded within the period of bid submission. U.P. Jal Nigam will not be liable for incomplete/inaccurate/non-submission of bid for any reason whatsoever including technical reasons. It is made clear that separate submission of originals of any documents (except Bank Guarantee) other than scanning and uploading them, are not required, unless called for, after opening of financial bid.
19. The bid submission shall become invalid if:
- The bidder is found ineligible.
 - The bidder does not upload all the documents as stipulated in the bid document.
 - If any discrepancy is noticed between uploaded documents and originals/hard copies submitted later.
 - If subsequent to due date of submission of bid and/or after its submission bidder makes any further communication/representation with regard to the bid (whether technical or financial) than otherwise called for by the undersigned as a clarification.
 - If a bidder does not quote any percentage above/below/par on the total amount of the tender or any section/sub head in percentage rate tender. Further the tender will not be considered as lowest bid.
 - Conditional tenders or Tenders without e-tender document fee & earnest money or invalid earnest money shall be summarily rejected.
20. **Additional Security/ Performance Security:**
- The performance guarantee @10% of the contract cost will have to be submitted at the time of signing the contract in the form of FDR/ Bank Guarantee from any scheduled commercial Bank, Alternatively on request of the contractor/firm, 5% of the performance Guarantee will be accepted at the time of signing of contract and rest 5% may be deducted from the initial running bill in a single deduction or at the rate of minimum 10% of the gross bill amount of running bill. However, in any case whole amount of balance performance guarantee shall be deducted within one year.
- Works for which the cost of the tender received is below the estimated cost of works, **additional performance security** to be deposited by the firm shall be at following rates :
- Works for which the cost of the tender received is more than 10% below the estimated cost of works, in such situation, the performance security for first 10% below shall be 10% thereafter, additional performance security @ 0.50% for each 1% further below than 10% shall be deposited by the firm in order to safeguard against contractor leaving the works.**
- Upto 10% below the estimated cost of works- Nil,
 - Beyond 10% below - @ 0.50% for each 1.00% quoted below.
21. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the

site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charge consequent to any misunderstanding or otherwise shall be allowed. No extra cost will be given for leveling, trees cutting & soil filling of site if required. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plans, water, electricity access, facilities for workers and all others services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the instructions, scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

NOTE :- The Bidder has to appoint National Institute of Solar Energy (NISE) or equivalent institution with prior approval of U.P.J.N.(U) for project designing, inspection, monitoring and evaluation right from start to successful commissioning of project for which no extra cost to be given.

22. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection & will be debarred from future tender in U P Jal Nigam.
23. The available bid Capacity of the bidder at the expected time of bidding shall be more than the total estimated cost of the work for which the tender is invited.
- The available Bid Capacity shall be assessed using following formula:-
Assessed Available Bid Capacity = $2x AxN - B$, Where
A= Maximum turnover during the last five financial year (corrected to the current level of value)
N= Stipulated period of execution of the work for which the tender is invited in years .
B= value of existing commitments to be completed during the execution period of bid .
The turnover shall be corrected to the current level of value by multiplying with the updating factor given elsewhere with NIT/ bid Document.
- Note:-**The minimum bid capacity of each JV member must be in the ratio of their stake holding in JV and Sum of bid capacity of JV must be more or equal to required Bid capacity.
24. The bidder shall not be permitted to bid for works under supervisory control of Superintending Engineer and Executive Engineer concerned who is responsible for execution of work, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the U P Jal Nigam. Any breach of this condition by the contractor would render him, if empanelled with U P Jal Nigam, liable to be removed from the approved list of contractors of U P Jal Nigam and make him liable for black listing.
25. No Engineer or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering U.P. Jal Nigam of the STATE GOVERNMENT/State U.P. Jal Nigam Undertaking is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of U.P. in writing. 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 of U.P. as aforesaid before submission of the bid or engagement in the contractor's service.

(Rajeev Kumar)
Superintending Engineer

Endt.- No & Date:- As above.

Copy forwarded to the following for information and necessary action: -

1. Managing Director, U.P. Jal Nigam (Urban), Lucknow
2. Chief Engineer (PPRBD), U.P. Jal Nigam (Urban), Lucknow
3. Chief Engineer (Nagar), U.P. Jal Nigam (Urban), 6, Rana Pratap Marg, Lucknow.
4. Chief Engineer (Lucknow zone), U.P. Jal Nigam (Urban), Lucknow.
5. Superintending Engineer, Construction Circle, U.P. Jal Nigam (Urban), Lucknow.
6. Public Relation Officer, U.P. Jal Nigam (Urban), 6- Rana Pratap Marg, Lucknow along with 6 copies of brief version of tender notice for publishing the same in at least two National level News Papers (Hindi & English) on two consecutive days and for uploading the same on UPJN web site. (Encl. – As above in 6 set.)
7. Executive Engineer, Construction Division-E/M, U.P. Jal Nigam (Urban), Lucknow.
8. All Executive Engineers/Project Managers of U.P. Jal Nigam (Urban).
9. Notice Board.

Rajeev Kumar
08/02/2024
Superintending Engineer