



**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM & 1220 MM,**  
**CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM**

**SHORT TERM TENDER DOCUMENTS**  
**INDEX**

Sl. No.	P A R T I C U L A R S	Page Nos.	
		From	To
1.	Copy of Tender Notice	2	
2.	Instructions to Tenderers	3	7
3.	Constituents of Different part of Tender Offer	8	10
4.	General Conditions of Contract-Form "B"	11	17
5.	Special Conditions of Contract/ Tender	18	25
6.	Technical Specifications and Technical Conditions	26	38
7.	Schedule of Prices and Quantities, Schedule "A"	39	
8.	Schedule of Supplies, Schedule "AA"	40	
9.	Tender Form	41	
10.	Form of Agreement for Validity Commitment	42	
11.	Form of Contract	43	
12.	Annexure EM for Bank Guarantee bond for Earnest money	44	
13.	Annexure for Details of Supplies made to Govt. Department/ Govt. undertakings (Annexure A-1)	45	
14.	Annexure for Statement showing details of performance certificates submitted in respect of supplies made to govt. department/ govt. undertakings (Annexure A-2)	46	
15.	Details of Single Piece Casting, Annexure-1	47	
16.	Check List-Annexure "Q"	48	
17.	Annexure PS for Bank Guarantee bond for Performance Security	49	

**Office of The Superintending Engineer  
Central Equipment & Stores Procurement Organisation  
Irrigation Department U.P,  
Ganga Sinchai Bhawan, Telibagh, Lucknow –226025  
Short Term Tender Notice No. E.Q. 1074/2010-11**

Sealed & separate Tenders in duplicate are invited in three parts by undersigned on behalf of the Governor of Uttar Pradesh, for supplies as mentioned in column-2 below, up to **14.00** Hours on **03.12..2010** only from the ISO-9001 Certified Original Manufacturers of respective equipments, REGISTERED with Director of industries / Small Scale Industries centers of the States / National Small Industries Corporation/ D.G.S.&D/ Govt of India, Ministry of Industry as original manufacture of the said item. Tender Documents comprising Technical Specification & other conditions may be purchased from the office of the undersigned on payment of **Rs 300.00** in shape of crossed Indian postal order payable at Lucknow in favour of **Executive Engineer, Inventory Control Division, Irrigation Department, U.P. Lucknow**, along-with request letter enclosing copy of Industrial Registration Certificate desired as above & valid **ISO-9001** Certificate, duly attested by Public Notary. Time schedule for different activities under the subject tender Notice is mentioned as below:-

Tender Notice No.	Description of Material	Qty In (Nos.)	Period during which tender document shall be sold	Last date & Time upto Which Tender shall be received.	Date of opening of tender			Earnest Money in Lac Rs
					Part "A" Earnest Money	Part "B" Technical Offer	Part "C" Financial Offer	
1	2	3	4	5	6	7	8	9
EQ-1074/2010-11	<b><u>Manufacture &amp; supply of following items</u></b>							
	<b>(1) CAST IRON SLUICE VALVES</b> conforming to IS:14846:2000 and departmental technical specification of following size :- A- 300 mm dia. for TUDIYAR PUMP CANAL B- 450mm dia for: KOTHIGHAT PUMP CANAL C-1220mm dia for: GYANPUR PUMP CANAL	04 04 03	16.11.10 to 02.12.10	03.12.10 14.00 Hrs	03.12.10 at 15.00 Hrs	06.12.10 at 15.00 Hrs	15.12.10 at 15.00Hrs	0.80
	<b>(2) CAST STEEL REFLUX VALVES</b> conforming to IS:5312 (PART-2): 1986 and departmental technical specification of following size :- A- 1220mm dia for: GYANPUR PUMP CANAL	03						
	<b>(3) CAST IRON BUTTERFLY VALVES</b> Conforming to IS:13095:1991 and departmental technical specification of following size:- A- 1220mm dia for: GYANPUR PUMP CANAL  Technical specifications annexed with tender documents.	03						

**Note:-(i).** The Tender Notice is available on Information Department website (<http://www.upgov.up.nic.in>) and Irrigation Department website (<http://www.irrigation.up.nic.in>). Tender Documents can be downloaded from Irrigation Department website (<http://www.irrigation.up.nic.in>), but the cost of Tender documents shall be compulsorily deposited **along Part-"A" in shape of crossed Indian Postal Order or Demand Draft of Rs. 300/- drawn** in favour of **Executive Engineer, Inventory Control Division, Irrigation Department, U.P., Lucknow, payable at Lucknow** In case the tender fees is not enclosed with the Part "A", their bid will not be considered.

**(ii).** If a holiday is declared on any of the dates mentioned above the tenders shall be received/ opened on the next working day.

**Superintending Engineer**  
Central Equipment & Stores Procurement  
Organisation, I.D., U.P, Lucknow.

**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM &**  
**1220MM, CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES**  
**1220 MM**

**INSTRUCTIONS TO TENDERERS**

**1.0 Tender Documents:**

The Tenderers should note that the offer for manufacture and supply of Cast Iron Sluice valves 300mm, 450mm & 1220mm Cast Steel Reflux valves 1220mm & Cast Iron Butterfly valves 1220 mm shall be considered only.

(1) If it is accompanied with valid tender document purchased from the office of the Superintending Engineer, Central Equipment & Stores Procurement Organisation-1, Irrigation Department, U. P., Lucknow

OR

(2) down loaded from irrigation department website (<http://irrigation.up.nic.in>) but the tender document fee of Rs 300.00 deposited in form of crossed indian postal order or demand draft in favour of E.E. Inventory control division Irrigation Department, U. P, Lucknow and a copy of Industrial Registration Certificate & valid **ISO-9001-2000** Certificate, duly attested by public Notary along with Part 'A' of their offer. It may be noted that if tender document fee is not deposited along with Part 'A' of the offer, their bid will not be considered.

**2.0 AMENDMENTS / CORRIGENDUM:**

In case any amendment /Corrigendum is issued in any of the conditions and specifications stipulated in the Tender Document, the same shall be immediately informed to purchaser of the tender documents by the office the Superintending Engineer, Central Equipment & Stores Procurement Organization, I.D., U.P., Lucknow. These amendments/Corrigendum, if any shall also be available on website of the Irrigation department and those downloading tender documents from this website, shall entirely responsible to remain updated. Any claim of tenderers about ignorance of these amendments/corrigendum for any reason whatsoever it may be, shall not be acceptable, on later date.

**3.0 Signing Of Tenders:**

- (a) Specific attention must be paid to the conditions and technical specifications stipulated in the tender documents and thereafter complete information/ data/ certificates should be given therein as desired.
- (b) Individual signing tender 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 Contract including the arbitration clause.
  - (v) In case the tender is submitted by a company/corporation the same shall be signed by the authorized signatory. Satisfactory 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, if the same has not already been furnished to the Department.
- (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 every Partner.

- (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 found that the person so signing had no authority to do so, the Purchaser, without prejudice to other civil and criminal remedies may cancel the Tender/Contract & hold the signatory liable for all cost of damages.
- (d) Each page of the tender documents, schedules in the tender and annexure if any, should be signed and stamped by the Tenderer. Cuttings/over writings/eraz etc., if any, must invariably be initialed by the person signing the tender documents/deed.

4.0 **Submission Of Tenders:**

The sealed Tenders in duplicate are to be submitted for the supply of the stores as detailed in the Tender Form, Schedule of Prices & Quantities schedule of supplies schedule "AA" and Detailed Technical Specifications and conditions attached hereto and shall be received in the office of The Superintending Engineer, Central Equipment & Stores Procurement, Organisation -1 Irrigation Department, U.P, Lucknow up to **14:00 Hours on 03-12-2010** or any subsequent date notified/rescheduled. Special attention of the tendering Firms is invited regarding submission of tender up to stipulated date & time. Failing which the same shall not be entertained, irrespective of any eventuality and reasons.

Contract made on this account is governed by conditions contained in instructions to tenderers, constituents of different parts of tender offer, General Conditions of Contract Form "B", Special Conditions Of Contract/Tender, Detailed Technical Specifications & technical conditions and Letter of Acceptance (in the event of tender being accepted).

5.0 **Submission of Genuine Documents:**

The Tenderers may please note that Photostat Copies of only genuine documents duly attested by the Public Notary as well as signed & stamped by the Tenderer be only submitted along with their offer and in the event of the same being found forged/false, their offer along with Earnest Money deposited may be forfeited & besides this they may be **Black Listed** and debarred from taking part in future tender/contract in the Department/Government forever, necessary legal action in such cases shall also be initiated against the tenderer as per law in force.

6.0 **Validity of offer:**

The tendering Firms should note that their offers shall remain open for acceptance up-to **Four Months** from the date of opening(scheduled or rescheduled) of the Commercial Part 'C' of the tender provided the holiday is not declared and In such case, the offer shall remain open for acceptance till the next working day. If the firm fail to keep their offers open for the specified period their offer may not be considered. Agreement for validity commitment in prescribed proforma (Annex. VC) on Rs 100/- non-judicial stamp paper duly signed by the tenderer is to be submitted with the tender.

7.0 **Incomplete Offers:**

The tender is liable to be rejected out rightly if complete information particulars & data as desired in the different schedule of the tender are not fully given taking into account the conditions stipulated in the tender documents.

8.0 **Conditional Offers:**

Conditional offers are liable to be rejected out rightly. Tenders qualified by such vague and indefinite expressions such as "Subject to Condition/ Immediate Acceptance/ Prior Sale" etc. shall not be considered.

9.0 **Deviation:**

No deviation in respect of Technical Specification & Conditions as stipulated in Tender Documents shall be accepted.

10.0 **Post Tendered Documents :**

No post tendered documents shall be accepted unless otherwise some clarifications/ documents desired by the purchaser.

11.0 **Earnest Money:**

Tenderers may please note that each tender must be accompanied with Earnest Money amounting to **Rs. 0.80 lac**, in any of the prescribed instruments as mentioned below duly pledged in favour of The Superintending Engineer, Central Equipment & Stores Procurement Organisation-1, Irrigation Department, U.P. Lucknow, valid for a period of 4 months from the date opening of financial Part "C" (i.e. up to **15.04.2011**) if presented in any of the following

instruments mentioned herein under at (a)/(b)/(c)/(d) and 10 months from the date of opening of financial Part "C" (i.e. up to **15-10-2011**) if presented in the form of Bank Guarantee as mentioned herein under at (e) failing which their offer shall not be considered. In case the opening of financial Part C is rescheduled, the validity shall be extended accordingly by the tenderer.

- (a) Post Office's Cash Certificate.
- (b) Post Office's Saving Account.
- (c) Call deposit Receipt of State Bank of India or any other Scheduled Bank.
- (d) Term Deposit Receipt / Fixed Deposit Receipt of a Scheduled Bank.
- (e) Bank Guarantee of a Scheduled Bank on Non Judicial Stamp paper of worth Rs 300.00 as per prevailing Government orders of U.P duly affixing Revenue Stamp of Rs. 1.00 thereupon on enclosed prescribed proforma (Annexure "EM"). Due precautions shall be taken **in preparation of Bank Guarantee in respect of the following :-**

- i. The non-judicial stamp paper used in preparation of B.G. must be legally acceptable.
- ii. as per Indian Stamp Act 1899, the duty shall be payable by the person drawing, making and executing the guarantee bond. The stamp paper used in Bank Guarantee shall be issued by Government Treasury/ Authorized Bank/ Authorized Vendor in the name of Bank, issuing the Bank Guarantee.
- iii. Reference of offer of tenderers should be properly entered in the blank space of prescribed format of Bank Guarantee.
- 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 and if any additional paper is required, only water marked paper shall be used.

**Note :- Bank Guarantee Bond not complying with the above stipulations shall not be accepted.**

- 11.1 **Exemption From Earnest Money** :- As per U.P. Government order No.2119/18-5-2002-52(SP)/98 dated 21.11.02 small scale industries unit registered for participation under STORES PURCHASE PROGRAMME with Director of Industries of States of U.P or National Small Scale Industries Corporation (NSIC) for the tendered item are exempted from depositing the earnest money. However, they are required to submit their request along with copy of their valid registration with above authorities as desired duly attested by Public Notary in Part-'A' of their tender offer failing which exemption shall not be admissible.
- 11.2 **RELEASE OF EARNEST MONEY**:- **The Earnest Money from depositing shall be released after finalisation of contract , However the earnest money of the tenderers** failing to qualify Part A of the tender may be released earlier.
- 12.0 **COMMUNICATIONS:**  
All communications shall be addressed to the official designation and not to individuals.
- 13.0 **ADDRESS & LOCATION OF THE TENDERER:**  
The Tenderer shall mention clearly the address of their Registered Office & Works along with Telephone/ Fax No./E.mail if not given in the letter pad.
- 14.0 **INSPECTION OF SITE:** The tenderers are required to visit the site to verify the details/data/specifications and quantum of work stipulated herein the tender so that supply of correct EQUIPMENT/MATERIAL is ensured.
- 15.0 **Clarification of tender documents:-** A prospective tenderer requiring any clarification regarding technical Specification/condition and other condition stipulated in the tender documents may notify the purchaser in writing as soon as possible but before the submission of offer.
- 16.0 **Procedure of Tendering:**  
The Tenderers shall submit their tenders in three parts (each part in duplicate) in separate envelopes duly sealed & marked as **Part "A"(EARNEST MONEY, Power of Attorney** as per stipulation in clause 2.0 of instruction to tenderers on Rs 100.00 Non Judicial Stamp Paper and tender document fee as stipulated in clause 1.0 (2)of instructions to tenderers, if the tender document is not purchased from the office of the Superintending Engineer Central Equipment & Stores Procurement circle-1 Irrigation Department U.P. Lucknow but down loaded from irrigation department website (<http://irrigation.up.nic.in>)), **Part "B"(TECHNICAL OFFER) & Part "C"(COMMERCIAL OFFER)**

The envelopes without marking part "A", "B", "C" shall not be opened.

All these sealed envelopes with separate marking as instructed above, shall be placed in one envelop, duly sealed and super scribed as below.

**SHORT TERM TENDER NOTICE No. EQ1074/2010-11**

**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM FOR TUDIYAR PUMP CANAL, 450 MM FOR KOTHIGHAT PUMP CANAL & 1220MM FOR GYANPUR PUMP CANAL, CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM FOR GYANPUR PUMP CANAL (U.P)**

DUE FOR OPENING ON -	03.12.2010	(EARNEST MONEY, Power of Attorney and tender document fee if required) PART-'A'
	06.12.2010	(TECHNICAL OFFER) PART-'B'
	15.12.2010	(COMMERCIAL OFFER) PART-'C'

Part "A": Part "B": Part "C": of the tender offer shall contain as under:-

**Part "A":** As stipulated in clause-2.10 of Constituents of different part of Tender Offer the Part "A" shall contain (1) **Earnest Money** in the prescribed instruments as stipulated in clause 2-00 of special condition of tender document (2) In case of tender document being not purchased from the office of the Superintending Engineer Central Equipment & Stores Procurement circle-1 Irrigation Department U.P. Lucknow but downloaded from irrigation department website (<http://irrigation.up.nic.in>) the tender document fee as stipulated in clause 1-0 (2) of instruction to tenderer and a copy of Industrial Registration Certificate & valid **ISO-9001-2000** Certificate duly attested by public Notary, in case the tender fee is not deposited alongwith part "A" of the offer, their bid will not be considered.(3) **Power of Attorney** as per stipulated in clause 2.0 of instruction to tenderers on Rs 100.00 Non Judicial stamp Paper..

**Part "B":** Part "B" shall contain complete technical offer as stipulated in clause-2.20 of the Constituents of different part of tender Offer.

**Part "C":** Part "C" shall contain complete commercial offer including prices and other commercial details as stipulated in Clause-2.30 of Constituents of different part of tender Offer.

NOTE: - Tenderers may please note that failure of submission of tenders in the manner prescribed as above may make their offer invalid.

**17.0 Reciept of tender** :- Complete Tender offer comprising of Part 'A', 'B' & 'C' shall be received up to **03-12-2010 till 1400 Hrs.** If a holiday is declared on this day the tender shall be received on next working day till 1400 Hrs.

**18.0 Opening Of Tenders:-**

Different Parts of the Tender shall be opened at the time and date mentioned below:-

1.	Part "A" containing Earnest Money etc	<b>03.12.2010</b>	At 15.00 Hrs.
2.	Part "B" containing complete Technical Offer	<b>06.12.2010</b>	At 15.00 Hrs.
3.	Part "C" containing complete Commercial Offer	<b>15.12.2010</b>	At 15.00 Hrs.

**Note:** - The Department however reserves the right to postpone or pre pone the opening of any of the above parts, for which the tenderer shall be informed accordingly. Tenderers or their authorized representative are at liberty to remain present at the scheduled time of opening of tenders.

**19.0 Evaluation of Tenders :-**

Tenderers may please note that each & every Part of the Tender shall be evaluated in accordance with the relevant clauses of the tender documents.

Note: - Tenderers may please note that if any of the preceding part of the tender is not found responsive the next Part of the tender shall not be opened & no claim what so ever shall be entertained.

**20.0 Right of Acceptance:**

The Purchaser does not pledge to accept the lowest or any tender and reserve the right to accept whole or part of the tender and to reject any or all the tenders without assigning any reason there of and no claim of the tenderer shall be accepted.

**21.0 Breach of Tender Conditions:**

The Tenderer should note carefully that in the event of breach of any terms and conditions or subsequent commitment of assurance forming part of their tender, purchaser shall have unquestionable right to reject the tender. In the event of offer being accepted, if the tendering firm does not turn up for signing the agreement on or before the scheduled date as stipulated in the acceptance letter, Earnest Money deposited with the department shall liable be for forfeiture and no claim whatsoever shall be accepted in such case.

**22.0 Responsibility up to Destination:-**

Attention of the Tendering firm is specifically invited to clause 17 of the General Conditions of Contract Form "B" according to which the contractor shall be fully responsible for any loss or damages, which may occur during transit or at destination, before the material is accepted by consignee. The contractor shall insure the material at his own cost for ensuring safe and full delivery of material/ equipment up to the destination.

**23.0 Tenderers shall ascertain that their quoted prices are fixed and without any price variation unless otherwise mentioned and fulfill other conditions specified in the following headings, including all essential details and documents as required in therein :-**

- I. Instructions to Tenderers.
- II. General Conditions of Contract Form "B".
- III. Special Conditions of Contract/ Tender.
- IV. Detailed Technical Specifications & Technical Conditions.
- V. Constituents of different part of tender Offer.
- VI. Schedule of Supplies- "Schedule- AA".

**24.0 Firm's Registration As Original Manufacturer of Tendered Item:-**

Firm registered with D.G.S.& D /N.S.I.C/Director of Industries /Small Scale Industries Center of State/ Govt. of India as original manufacturer of Tendered Items must furnish notarized photocopy of the registration certificate as documentary proof with their offer.

**25.0 Price/Purchase Preference:-**

Firms seeking price/purchase preference shall clearly mention as to why they are eligible for such preference with respect to relevant prevailing G.O. along with relevant documentary proof.

**26.0** The purchaser reserves the right to alter the specifications of the equipment/stores.

**( AMAR NATH GUPTA )**

Superintending Engineer ( EQ-I )

Central Equipment & Stores Procurement Organisation,  
Irrigation Department, U.P. Lucknow.



**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM &**  
**1220MM, CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES**  
**1220 MM**

**CONSTITUENTS OF DIFFERENT PART OF TENDER OFFER**

**1.00 SUBMISSION OF TENDERS :-**

- 1.10** The tenderers shall submit their tenders in duplicate in three parts in separate envelopes duly sealed & marked Part-'A' (Earnest Money, Power of Attorney as per stipulation in clause 2.0 of Instruction to Tenderers), Part-'B'(Technical Offer) & Part-'C' (Commercial Offer). The envelopes without marking Part-'A', 'B' & 'C' shall not be opened.

All these sealed envelopes with separate marking as instructed above, shall be placed in one envelop, duly sealed and super scribed as below:-

**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM &**  
**1220MM, CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES**  
**1220 MM**

<b><u>DUE FOR OPENING ON -</u></b>	<b>03.12.2010</b>	- (EARNEST MONEY) etc. PART-'A'
	<b>06.12.2010</b>	- (TECHNICAL OFFER) PART-'B'
	<b>15.12.2010</b>	- (COMMERCIAL OFFER) PART-'C'

**2.00 PART-'A', PART-'B' AND PART-'C' OF TENDER OFFER SHALL CONTAIN AS UNDER :**

**2.10 PART-'A'- EARNEST MONEY & Power of Attorney :-**

The Part "A" shall contain (1) **Earnest Money** in the prescribed instruments as stipulated in clause 2-00 of special condition of tender /contract (2)In case of tender document being not purchased from the office of the Superintending Engineer Central Equipment & Stores Procurement circle-1, Irrigation Department U.P. Lucknow but down loaded from irrigation department website (<http://irrigation.up.nic.in>) the tender fee of Rs. 300.00 shall be compulsorily deposited along with Part 'A' of their offer by copy of demand draft / cross Indian postal order in favour of E.E. inventory control division I.D. Lucknow as stipulated in clause 1-00 of instruction to tenderer and a copy of Industrial Registration Certificate & valid **ISO-9001-2000** Certificate, duly attested by public Notary. if tender document fee is not deposited alongwith Part 'A' of the offer, their bid will not be considered. (3) **Power of Attorney** as per stipulation in clause 2.0 of instructions to tenderers on Rs 100 Non Judicial stamp Paper.

**2.20 PART-'B'- TECHNICAL OFFER :-**

- 2.21** Part 'B' shall contain complete technical offer of the tendered item as per Detailed Technical Specifications & Technical Conditions as stipulated in the tender documents along-with other documents and details / information as mentioned below. In absence of any of documents / details required in this part, the offer of the firm may not be considered.

**(a) COMPLETE TECHNICAL OFFER**

All documents/ Technical Details as per tender requirement along with all tender documents i.e. Instructions to Tenderers, Special Conditions of Contract/ Tender, Constituents of Tender Offer, Detailed Technical Specifications & Technical Conditions and General Conditions of Contract Form 'B', in duplicate duly signed and stamped on each page by the tenderer in lieu of firm acceptance of tender specification and all the tender conditions in to.

**(b) TENDER FORM:-**

As annexed herewith duly filled, signed and stamped by the Tenderer is to be submitted.

**(c) VALIDITY COMMITMENT:-**

Agreement (for Validity Commitment) in prescribed proforma (Annexure-‘VC’) on Rs. 100.00 Non Judicial Stamp Paper, duly signed by the Tenderer is to be submitted. The tender offer shall remain valid for acceptance for a minimum period of 4 months from the scheduled date of opening of commercial Part-‘C’ of tender.

**(d) TECHNICAL LITERATURE:-**

Relevant illustrated technical literature having Detailed Technical Specifications, drawings and data, catalogue & quality control systems, list of Plants & Machinery and testing equipments.

**(e) INDUSTRY’S REGISTRATION:-**

A copy of tenderer’s Industries registration with D.G.S & D /N.S.I.C./Director of Industries /Small Scale Industries Centre of State/ Govt. of India as original manufacturer of the tendered items of required size duly attested by public notary is to be submitted.

**(f) INFORMATION ABOUT FIRM’S TECHNICAL/ FINANCIAL CAPABILITIES:-**

The tenderer shall invariably furnish following information for assessment of their technical/financial capability to execute supplies of materials/equipments covered under this tender failing which their tender is liable to be rejected:-

- (i) Annual & Monthly manufacturing capacity of tendered items.
- (ii) Quality which can be delivered per month
- (iii) Details of pending orders of Sluice/reflux Valves/Butterfly Valves at the time of submitting tenders.
- (vi) Annual Turn Over of last three financial years, duly certified by the statutory auditors/ Chartered Accountant of the firm.

**(g) LIST OF PLANTS & MACHINERIES TESTING FACILITIES/ EQUIPMENTS:-**

The tenderer shall submit the following:-

- (i) Complete list of plant and machineries and other facilities available at their works/sub-contractor’s works for manufacture of tendered item.
- (ii) Details of complete testing facilities /equipments for pre-despatch inspection and testing of the Sluice valves and Reflux Valves available at their works/sub-contractor’s works with details of different tests proposed to be conducted for each equipment to ensure conformity of the required equipments as per relevant Indian Standards and annexed tender Technical Specifications/conditions shall also be submitted.

**(h) INTERNATIONAL QUALITY ISO SYSTEM :-**

The tenderer shall submit their valid ISO-9001-2000 Certificate duly certified by public Notary, issued by statutory authority certifying that firm as original manufacturer of the tendered item.

**(i) QUALITY ASSURANCE SYSTEM:-**

The tenderer shall submit complete details of Quality assurance System available at manufacturer’s works.

**2.22 QUALIFYING REQUIREMENT:-**

Tenderer shall invariably furnish the following information’s/ documents with their Part-‘B’ of the tender offer for the evaluation of their eligibility failing which their tender shall be rejected.

**1- DETAILS OF SUPPLIES MADE TO GOVT.DEPARTMENTS/GOVT.UNdertakings FOR BEING ELIGIBLE FOR CONSIDERATION IN THE ENSUING TENDER :-**

The tenderer shall submit statement showing the quantity of Sluice valves/ Reflux Valves & Butterfly Valves of required size and pressure rating or more manufactured by them and sold to Government Departments/ Government Undertakings duly certified by their Statutory Auditors/Chartered Accountant up to date of submission of tender in the *format annexed as Annexure A -1 herein after.*

Tenderers may please note that the offer of only those tenderers shall be considered who have manufactured & supplied minimum **02 Nos. Sluice valves/ 02 nos. Butterfly valves/ 02 Nos Reflux valves** of required size & pressure rating or more to the Govt. departments /Govt. undertakings up to the date of submission of tender, to meet this requirement, the tenderer shall submit the copies of supply orders placed on them & invoices as a proof of supplies actually made however this condition shall not be applicable for those tenderers who have already supplied valves of required size & pressure rating or more in Irrigation Department U.P but they are required to furnish the details as required under this clause.

**2- PERFORMANCE CERTIFICATES IN RESPECT OF SUPPLIES REFERED ABOVE :-**

- (i) The Tenderer shall submit Performance Certificates of **min. 02 Nos. of Sluice valves/02 nos. Butterfly valves /02 Nos Reflux Valves** out of the supplies as detailed under clause 2.22(1), in successful use for a minimum period of one year to fulfill this requirement the tenderer shall submit copies of Performance Certificates & statement showing details of performance certificates submitted in the format annexed as Annexure A-2 herewith.
- (ii) Tenderers who had manufactured and supplied Sluice valves/ Reflux Valves/Butterfly Valves of required size and pressure rating or more in Irrigation Department, U.P need not to submit the information as required in clause 2.23(2)(i). However their performance shall be evaluated on the basis of their past supplies at the departmental level on the basis of information available till such time of evaluation and in case performance of their past supplies is found unsatisfactory or wanting, their Technical Part "B" shall be primarily rejected on this ground only and no further evaluation of Technical Part "B" shall be done. Tenderer may please note that their consideration in earlier tender in the department shall not be a basis of their claim in this tender.

**2.23 CHECK LIST : -**

*As annexed at Annexure 'Q' here-with shall be duly filled and signed by the Tenderer.*

**2.30 PART-'C' - COMMERCIAL OFFER : -**

Part-'C' of tender offer shall contain the following:-

- (a) Complete Commercial Offer in respect of Commercial Terms Conditions as stipulated in the annexed Special Conditions of Contract/ Tender, General Conditions of Contract Form-'B' , Instructions to Tenderers and other tender documents.
- (b) Scheduled of Prices & Quantities on the annexed Schedule "A" duly filled and signed by the Tenderer.
- (c) Sales Tax Clearance Certificate issued within 364 days prior to opening of the tender duly signed by Sales Tax Officer concerned.

**2.40 ADDITIONAL DISCOUNT:-**

Discount if any other than Prompt Payment Discount offered by the tenderer shall be distinctly mentioned.

**2.50 UNDERTAKING :-**

Firm shall give an undertaking along-with their Financial Part-'C' on Rs. 100.00 Non - Judicial Stamp Paper that prices of required stores/equipment have been quoted taking in to account the CENVAT CREDIT availed against all the inputs and the same has been passed on to the purchaser's account.

**( Amar Nath Gupta )**

**Superintending Engineer ( EQ-I )**

Central Equipment & Stores Procurement Organisation,  
Irrigation Department, U.P. Lucknow.

**FORM B****GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF PLANT AND MACHINERY**

1. 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 inconsistent with such constructions:
  - (i) "Contract" shall mean and include the general and special conditions, Specifications, Schedules, drawings, form of tender, covering letter, schedule of prices or the final general conditions, Specifications, 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 tender 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.
  - (iii) "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.
  - (iv) "Plant", "Machinery", "Equipment" and "Material" shall mean the plant and material to be provided by the contractor under the contract.
  - (v) "Specifications" shall mean the specifications annexed to these general conditions and schedules thereto, if any.
  - (vi) "Site" shall mean the site of the proposed work as detailed in the specifications or any other place in Uttar Pradesh where work is to be executed under the contract.
  - (vii) "Month" shall mean calendar month.
  - (viii) "Writing" shall include any manuscript, type-written or printed statement, under or over signature or seal, as the case may be.
  - (ix) "Purchaser" shall mean Governor of Uttar Pradesh and shall include his successors and assignees.
  - (x) "Engineer" shall mean the officer placing the order for the work with the contractor or his duly authorised representative.
  - (xi) 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, 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. 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 period.

4. **Sub-letting of contract**-The Contractor shall, 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 tender 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 Contractor 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 the 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 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 Contractors 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 labour, 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 despatch instructions shall have been given to the Contractor.

Notifications of delivery or despatch in regard to each and every consignment shall be made to the Purchaser immediately after despatch or delivery. The Contractor shall further supply to the consignee a price invoice and packing account of all plant delivered or despatched 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, within such time as may be reasonably necessary for the purpose proceed to alter, reconstruct or remove such plant or part of plant or supply fresh materials up to the standard of the specifications and in case the Contractor shall fail so to do, the Purchaser may on giving the Contractor a notice of not less than seven days in writing of his intention so to do, proceed to alter, reconstruct or remove such plant or part of plant or supply all such plant at the Contractor's cost:

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 despatch 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 despatched under the said railway receipt and that the contract value of the said plant so despatched 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 despatched 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 despatch 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 despatch or delivery, a reasonable extension of time shall be granted.

**Applicable in case of materials only-**

**23 penalties for delay in completion**-The time for and the date of delivery of plant stipulated in the letter of acceptance of tender 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 case 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 tender 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 of despatch 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 tender notice.

**28 Authority of persons signing documents**-The person signing the tender 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 shall hold the said materials as trustee for Government and use such materials economically 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

**35** 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.

**36 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.

**37 onstruction 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.

**38 Vetting charges**-The Government Conveyancer's fees for vetting the contract documents, shall be paid by the Contractor.

**39 Marginal note**-The marginal note to any clause of this contract shall not affect or control the construction of such clause.

( **Amar Nath Gupta** )

Superintending Engineer ( EQ-I )

Central Equipment & Stores Procurement Organisation,  
Irrigation Department, U.P. Lucknow.

**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM &**  
**1220MM, CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES**  
**1220 MM**

**SPECIAL CONDITIONS OF TENDER / CONTRACT**

- NOTE:**
- (i) These Special Conditions shall be read and construed along with the annexed General Condition of Contract Form 'B' but in case of any contradiction between these Special Conditions and the General Conditions of Contract Form 'B', the Special Conditions here in under and Technical Conditions attached shall prevail.
  - (ii) If any addition, deletion or alteration in the condition of contract is made consequent to the directions given by the Government conveyancer/technical audit cell/any other Govt. agency and if on such account of changes any financial liability is created, the same shall be to the contractor's account.
  - (iii) No deviation from the Detailed Technical Specifications and Technical Conditions laid down after discussion in pre bid conference, shall be acceptable in Technical Part "B" of the tender offer.
  - (iv) In case information & documents as desired in different parts of the Tender Offer, as stipulated in "Constituents of Tender Offer" are not submitted, the relevant part may be treated as non- responsive and subsequent part shall not be opened.

**1.00 SCOPE:**

This tender /contract is **FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM & 1220MM, CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM as per relevant Indian Standards & Detailed Technical Specifications for consignee as mentioned in Schedule of Supplies, Schedule "AA" annexed hereinafter, of Irrigation Department, U.P.,Lucknow.**

- 1.10 The Tender/contract shall be exclusively governed by the terms and conditions under the following headings:-
1. Instructions to tenderers.
  2. Constituents of different part of tender offer.
  3. Detailed Technical Specification & Technical Conditions.
  4. Special Conditions of Contract/ Tender.
  5. General Conditions of Contract Form "B".
  6. Schedule of Prices & Quantities Schedule "A".
  7. Schedule of supplies Schedule "AA"
  8. Letter of acceptance of tender, Annexed Agreement Form, and subsequent Amendments/ Corrigendum issued from time to time under the provision of Contract by Superintending Engineer Central Equipment & stores procurement circle- 1 Lucknow.

**2.00 EARNEST MONEY:-**

- 2.10 Tenderers may please note that each tender must be accompanied with Earnest Money amounting to Rs **0.80** lac in any of the prescribed instruments as mentioned below, duly pledged in favour of The Superintending Engineer, Central Equipment & Stores Procurement Organisation-1, Irrigation Department, U.P. Lucknow valid for a period of 4 months from the date of opening of Financial Part "C"(i.e. up to **15-04.2011**) if presented in any of the instruments mentioned herein under at (a)/(b)/(c)/(d) and 10 months from the date of opening of Part "C" (i.e. up to **15-10-2011**) if presented in the form of Bank Guarantee as mentioned herein under at (e), failing which their offer shall not be considered. In case the opening of Part C is rescheduled the validity shall be extended accordingly by the tenderer.
- (a) Post Office's Cash Certificate
  - (b) Post Office's Saving Account

- (c) Call deposit Receipt of State Bank of India or any other Scheduled Bank
- (d) Term Deposit Receipt / Fixed Deposit Receipt of a Scheduled Bank.
- (e) Bank Guarantee of a Scheduled Bank on Non Judicial Stamp paper worth Rs 300.00 as per prevailing Government orders of U.P. duly affixing Revenue Stamp of Rs. 1.00 there-upon on enclosed prescribed proforma (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 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.
  - (iii) Reference of offer of tenderers should be properly entered in the blank places of prescribed format of Bank Guarantee.
  - (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 and if any additional paper is required, only water marked paper shall be used.

**Note:** - Bank Guarantee Bond not complying with the above stipulations shall not be accepted.

#### **2.20 EXEMPTION FROM EARNEST MONEY :-**

As per U.P. Government G.O.No.2119/18-5-2002-52(SP)/98 dated 21.11.02 small scale industrial (SSI) unit registered for participation under STORES PURCHASE PROGRAMME with Director of Industries of U.P. or National Small Industries Corporation (NSIC) are exempted from depositing the earnest money. However, they are required to submit copy of their valid registration issued by above authorities duly attested by Public Notary in Part-'A' of their tender offer failing which exemption from depositing Earnest money shall not be admissible.

#### **2.30 FORFEITURE OF EARNEST MONEY :**

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

**2.40 RELEASE OF EARNEST MONEY:-** The Earnest Money shall be released after finalisation of contract , However the earnest money of the tenderers failing to qualify Part A of the tender may be released earlier.

#### **3.00 PRICES:**

- 3.10 The item wise prices quoted in annexed Schedule of Prices & Quantities Schedule "A" in Column- 4 shall be per unit exclusive of Excise Duty & Central Sales Tax/VAT, Packing & Forwarding charges, Transit Insurance & Freight up to destination which shall be distinctly quoted shown in respective column of Schedule of Prices and Quantities Schedule- "A" failing which offer may not be considered.
- 3.20 The prices quoted shall be F.O.R destination station duly insured for any loss/damage during transit including Excise duty, CST,VAT etc.
- 3.30 In case prices quoted are F.O.R despatching station or F.O.R. Ex - Works, addition of 3% & 4% respectively shall be made to arrive at F.O.R destination prices for purpose of comparison.
- 3.40 Tenderers are required to quote FIRM & FIXED prices. In case prices quoted are variable their offer is liable to be ignored.
- 3.50 It is mandatory for the tenderes to furnish the break up of prices as required in schedule "A", failing which offer may not be considered.

**4.00 EXCISE DUTY:**

- 4.10 EXCISE DUTY (AD-VAL OREM) along with cess if intended to be claimed, shall be quoted Separately in Column-5 of annexed Schedule of Prices & Quantities schedule "A" as applicable at present on actual basis, which shall be reimbursed extra to the firm against documentary evidence i.e. photocopy of the Invoice duly attested & signed by firm's Managing Director or his authorized signatory for this purpose.
- 4.20 Any statutory variation in Excise Duty during the validity of contract shall be to the purchaser's account. Enhancement, if any, in the rates of Excise duty shall only be payable for the stipulated Delivery Period of contract after due approval by the purchaser.
- 4.30 In case, Excise Duty is Nil or not applicable or exempted, it should be distinctly mentioned in the offer, and in case firm is eligible for concessional Excise Duty on slab basis as per prevailing Govt. notification, the same should be clearly mentioned in the firm's offer, indicating the rate of Excise Duty that shall be charged by them in case their offer is accepted. No claim thereafter for extra Excise Duty shall be tenable on the ground of the Tenderer having crossed a particular slab.
- 4.40 Contractor shall record a certificate on each bill that the excise duty charged on the bill is not more than which is payable under the provisions of the relevant enactments or the rules in force and also certify that the amount claimed towards Excise Duty in the bill is in accordance with the provisions of the rules in force and that the same has been paid to the excise authorities in respect of the stores covered by the bill.
- 4.50 The contractor shall also submit an undertaking to Superintending Engineer, Central Equipment & Stores Procurement Organisation, Irrigation Department, U.P Lucknow to the effect that in case it is found any refund from Excise Department to the firm after obtaining reimbursement from the paying authority and if the same is not refunded by the contractor to paying authority, giving details and particulars of transactions, the deptt. Will have full authority to recover the same from the outstanding dues/ performance security and no dispute on this account would be raised by the Contractor.
- 4.60 Tenderer shall give an undertaking along-with their offer in part 'C' on Rs. 100.00 Non-Judicial stamp paper that prices of required stores/equipment & Excise Duty have been quoted after taking CENVAT CREDIT of the inputs in to account and same has been passed on the purchasers account.

**5.00 CENTRAL SALES TAX / VAT:**

- 5.10 CENTRAL SALES TAX / VAT ect. of any description whatsoever where livable 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 Tenderer, the same shall be distinctly shown along-with the prices quoted in Column-6 of annexed Schedule of prices & Quantities 'A'. Where this is not done, all claims for payment or reimbursement of CENTRAL SALES TAX / VAT 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.
- 5.20 The CST/VAT ect. Shall be payable at concessional rate as admissible against the govt. supplies.
- 5.30 In case CENTRAL SALES TAX / VAT 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.
- 5.40 Any statutory variation in the tariff of shall be to purchaser's account during the stipulated delivery period.
- 5.50 Any other statutory orders of the Govt. if applicable at the time of supplies, shall come in force after due approval by the purchaser.

**6.00 PACKING & FORWARDING CHARGES, FREIGHT AND TRANSIT INSURANCE:**

Prices mentioned in Column-8 of Schedule of Prices & Quantities (Schedule-"A") shall be inclusive of Packing & Forwarding, Freight Charges and Transit Insurance. The Contractor shall be fully responsible for any loss/damages, which may occur during transit up-to Consignee's Stores/ Site. It is Contractor's responsibility to ensure safe delivery of the ordered material to the consignee's Stores/Site at **TUDIYAR PUMP CANAL ALLAHABAD, KOTHI GHAT PUMP CANAL & GYANPUR PUMPCANAL DISTT. VARANASI (U.P)**

**7.00 OCTROI, TOLL TAX, ENTRY TAX & OTHER TAXES :-**

The prices shall be quoted exclusive of Octroi, Toll Tax, Entry Tax & other taxes and local duties imposed by State/ Central Govt. if any but the same shall be distinctly mentioned in tender offer. In case they are applicable by some statutory orders shall be paid extra, on actual basis on production of documentary proof by the purchaser and any statutory variation in the same during stipulated delivery period shall be to the purchaser's account.

**8.00 DISCOUNT:**

Any discount, other than prompt payment discount shall be distinctly mentioned in commercial offer.

**9.00 COMPARISON OF PRICES :-** The comparison of prices shall be on the basis of F.O.R. destination (Landed rates) inclusive of Ex Works prices with Excise Duty, Education Cess, CST/VAT, Packing and Forwarding Charges, Freight and transit Insurance & other taxes ect..

**10.00 PRICE/PURCHASE PREFERENCE:**

The tenderer shall furnish documentary proof for being registered as small / medium / large scale unit for manufacturing of tendered item with any statutory body along-with location of their unit including the name of the state. tenderer must distinctly mention the clause of the prevalent Government Order under which Price / Purchase preference is being claimed for.

Price / Purchase Preference to the firm shall be considered only as per prevalent rules/ Govt. orders in force, on the request of the firm, but no case firm shall be allowed higher rates other than the lowest rates, received in the tender, tenderes found eligible for preference shall have to match this price with the lowest tenderer, in case he is willing to works on lowest rates..

**11.00 PERFORMANCE GUARANTEE:**

The performance of the equipment as specified in the Detailed Technical Specifications annexed and as to-be supplied shall have to be guaranteed for a period of 30 months from the date of receipt of material and to cover the guarantee, the contractor shall submit the performance security in the manner detailed in clause-12.00 hereinafter. If any defect in respect of Design, Inferior Material, Workmanship or Quality etc. is noticed during guarantee period, the material shall be replaced/rectified as the case may be, by the Contractor at his own cost & risk within one month positively from the date of intimation of the defect.

**12.00 PERFORMANCE SECURITY:**

In the event of Contract being placed on the contractor whether registered with D.I. Kanpur, U.P small scale Industries Corporation and D.G.S. & D./ N.S.I.C. or not, he shall have to deposit Performance Security amounting to 10% value of the contract with in 15 days from the date of issuance of acceptance letter, failing which it will be presumed that the firm is not interested in entering into Agreement and the offer of the firm shall be ignored with acceptance letter issued may be withdrawn at risk and expenses of the firm and Earnest money deposited shall be forfeited.

The aforesaid Performance Security shall be deposited in the form of Bank Guarantee 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 annexed as Annexure "PS" herewith, valid for payment for a period of **36** months from the last date from the completion of all the supplies, duly pledged for payment in the name of Superintending Engineer, Central Equipment and Stores Procurement circle-1, Irrigation Department, U.P. Lucknow for the purposes mentioned hereinabove and hereinafter. The performance security may also be deposited in any of the following instruments against payment of the stamp duty as mentioned their against:-

- (a) Post Office's Cash Certificate.
- (b) Post Office's Saving Account,
- (c) Call deposit Receipt/ TDR/FDR of State Bank of India or Any Scheduled Bank.

Payable Stamp Duty  
of Rs. 70/- per 1000.00

The

Superintending Engineer, Central Equipment and Stores Procurement Organisation-1, 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 amount available and this Performance Security subject to such deductions as aforesaid be refundable to the Contractor after **36** Calendar months from the last date of satisfactory completion of all the 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 @10% Value of the enhanced quantity before commencement of such despatches and on receipt of the additional Performance Security valid for a period of **36** calendar months from the last date of completion schedule of said enhanced quantity, only then the contractor shall have the right to supply the material.

(ii) The Tenderer shall, on requisition from time to time, renew, enhance or replenish the performance security in the event of the same falling short or becoming exhausted. The Superintending Engineer, Central Equipment & Stores Procurement circle-1, Irrigation Department, U.P Lucknow shall be at liberty at any time to appropriate & in case 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 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 the extended delivery period and shall submit extension of such Bank Guarantee and in case of their refusal to do so, it would be treated as breach of Contract and extension so granted shall be cancelled and the purchaser shall be entitled to encash their Bank Guarantee and forfeit the money so received.

(iv) The above stipulations shall not override the stipulations of Financial Hand Book.

### **13.00 PRE DESPATCH THIRD PARTY INSPECTION : -**

(i) The entire supply of valves shall be pre-despatch inspected by IIIrd Party inspecting agency nominated by Superintending Engineer, Central Equipment & Stores Procurement Organisation-1, Irrigation Department, I.D.U.P Lucknow as per relevant Indian Standard and Detailed Technical Specification & Technical Conditions stipulated in Tender/contract documents at manufacturer works .

The Contractor shall inform the Inspection Schedule of equipments in advance to the consignee & to this office, in case, if consignee intending to remain present during testing of equipments may present himself at the time of Testing, so that the Inspection Schedule is not delayed unnecessarily. The contractor shall co-ordinate such joint inspection & provide all necessary facilities /documents desired by the Inspection Authority at the time of inspection.

The Inspection Charges shall be initially borne by the contractor, which shall be claimed from the consignee in his bills/ invoices of the supplies on actual/ pro-rata basis against documentary proof. In case the material offered for inspection is rejected in the first inspection, the charges for second inspection shall be borne by the contractor, and the same shall not be reimbursed. In case the material offered for inspection is rejected after this second inspection purchaser may annul/ rescind the contract and forfeit the Performance Guarantee/ security for which no claim of contractor shall be admissible.

(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-1, Irrigation Department, ID UP, Lucknow may designate alternative 3<sup>rd</sup> Party inspection agency or his representative for the inspection of material.

(iii) The contractor shall submit Quality Assurance Plan (Q.A.P) for approval to purchaser at least one month in advance before the planned date of offering the material for inspection.

(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 & afterwards also. The contractor shall provide all facilities, which will be required for such inspection at their work's 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) Quality Assurance Plan (Q.A.P) duly approved shall be furnished to the inspection agency at the time of inspection.

(vi) The department may also get tested any valves at any other reputed agency nominated by the department at its own expenses. if the test results obtained do not conform to the technical specification stipulated in the tender/contract, the whole agree mental Items shall be rejected.

### **14.00 DELIVERY SCHEDULE:**

#### **DELIVERY OF EQUIPMENTS/MATERIAL:-**

(a) The supply shall commence within **two months** from the date of issue of acceptance letter/order and shall be completed within **one months** thereafter i.e. total delivery period **three (03) months** in case of despatch by Rail/Road transport from manufacturer's works to the destination the date of actual receipt of the material in consignee's store/pump canal head shall be treated as the date of completion of delivery.

(b) However purchaser reserves the right to alter the period of completion.

### **15.00 DESPATCHES:**

The inspected material covered by this contract shall be despatched freight paid duly insured by goods train directly from manufacturer's works to destination Railway station or by road transport duly insured and freight paid at contractor's cost for delivery up to consignee's store **TUDIYAR, KOTHIGHAT & GYANPUR HEAD WORK SITE AND FOR MLCD ALLAHABAD/ VARANASI & GYANPUR Pump Canal, (U.P)** at divisional store.

15.10 Unloading at destination railway station, carriage up-to consignee's stores, unloading and stacking at consignee's stores in case of despatch by rail and unloading & stacking at consignee's store in case of road transport shall be contractor's liability.

15.20 In case of despatch by road, the contractor shall request the consignees for issue of Form 31/32 in advance so that despatches are not delayed and expedited in time. Levy of entry tax if any shall be borne by the department.

**16.00 FAILURE TO EXECUTE SUPPLIES WITH IN DELIVERY PERIOD:**

If the contractor fails to supply the material within the stipulated delivery period and the contractor shall not be allowed to detain / delay the Supplies abnormally and in the exigencies of Govt. work suffering in want of the said supplies the Superintending Engineer issuing Agreement /Contract 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 purchases / Work shall be recoverable from the contractor from their dues pending with the Department / Performance Security deposited by the contractor or both.

**17.00 RESPONSIBILITY FOR SAFE TRANSPORTATION:**

The firm shall ensure safe delivery of material up to the railway destination / consignee's stores as the case may be. In case of material being despatched by rail & there is any evidence of loss or damage, the contractor 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 consignee and Superintending Engineer, Central Equipment & Stores Procurement Organisation -1, Irrigation Department U.P. Lucknow. However this is the responsibility of the contractor to ensure that consignee receives the complete delivery of material as shown in invoice in intact conditions. In case of material despatched 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 Organisation-1, Irrigation Department U.P. Lucknow.

**18.00 SUPPLY OF CORRECT STORES/ EQUIPMENT:**

The Contractor 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 supply, the Contractor shall be bound to replace/ rectify them by correct stores free of cost to the purchaser as per "PERFORMANCE GUARANTEE/ PERFORMANCE SECURITY" Clauses 11.00 & 12.00 mentioned herein above.

**19.00 REPLACEMENT/ RECTIFICATION OF DEFECTIVE SUPPLIES :**

If the supply is found defective/unsuitable/sub-standard or rejected at consignee's destination/ stores/ site, the same shall be reported to the contractor along with the detailed defect report within 15 days from the date of notice of such defect by the consignee. The contractor shall replace/rectify the defective/rejected material free of cost within one month of receiving such information from the consignee, failing which the cost of material inclusive of all taxes and duties shall be recovered from the Performance Security deposited by the contractor or through pending claims in the department. 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 as the case may be.

**20.00 RIGHT TO USE DEFECTIVE EQUIPMENT:**-If after delivery acceptance and installation and with in the guarantee and warranty period, the operation or use of equipment proves to be unsatisfactory, the purchaser shall have the right to continue to operate or use such equipment until rectification of defects, error or omission by repair or complete replacement is made without interfering with purchaser's operation.

**21.00 LIQUIDATED DAMAGE:**

If the entire consignment or any part thereof is not supplied by the due-date the liquidated damages as provided in Clause-23 of annexed General Conditions of Contract Form-'B' shall become payable at the rate of ½% per week of the contract value exclusive duties & taxes of unsupplied / delayed supplies subject to a maximum of 10% of contract value of such supplies.

**22.00 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), then the notice of happening of such



eventuality is given by the contractor to the purchaser within 15 days from the date of occurrence of such eventuality thereof, the purchaser shall neither terminate nor claim any damages against the contractor in respect of such non-performance or delay for the reasons as mentioned before, but the supply shall be resumed as soon as possible after such eventualities have come to an end or ceased to exist. However decision of Superintending Engineer, Central Equipment & Stores Procurement Organisation-1, I.D., U.P. Lucknow, as to whether the supply/work have to be resumed shall be final in all such cases.

**23.00 VALIDITY OF CONTRACT :**

The Contract shall be valid till the validity of the Performance security as stipulated in clause 11.00 herein above.

**24.00 REQUESTS FOR TIME EXTENSION:**

The contractor shall apply for the extension of time when supply is not expected to be completed within the stipulated 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 Organisation-1, Irrigation Department, U.P., Lucknow, failing which request for extension of time is liable to be rejected and liquidated damages as per Clause 23 of General Condition of Contract-Form "B" shall become payable.

**25.00 RESPONSIBILITY FOR COMPLETENESS :**

Any fittings or accessories which may not have been specifically mentioned in the Schedule of Prices and Quantity but are usual or necessary, shall be provided by the contractor without extra charges, so that equipment/ plant is complete in all respect.

**26.00 FIELD TESTING (TESTING AT SITE):-**The field testing of valve shall be done in presence of firm's representative and consignee. In case the performance of valves are not found satisfactory during field testing, the contractor shall replace/rectify the defective/rejected material free of cost within one month of testing at site failing which the cost of material inclusive of all taxes and duties shall be recovered from the performance security deposited/balance payment of the contractor. 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 contractor

**27.00 DRAWING AND LITERATURE :**

(i) The contractor shall supply two sets of equipment's catalogue along with operator's instruction and service manuals to the consignee and One set to the Superintending Engineer, Central Equipment & Stores Procurement circle-1, Irrigation Department, U.P. Lucknow.

(ii) Two sets of detailed drawing of tendered item showing various dimensions shall be furnished by the contractor to the consignee within two weeks of the signing of the Contract, for approval of overall dimensions to ascertain the space required for fitting the valve inside/ outside of the pump house. The contractor will also submit a copy of drawing to the Superintending Engineer, Central Equipment & Stores Procurement Organisation-1, Irrigation Department, U.P. Lucknow.

**28.00 PROGRESS OF SUPPLY :-**

The contractor shall report progress of supplies from time to time to the office of the Superintending Engineer, Central Equipment & stores procurement Organisation-1, ID, UP, Lucknow failing which it shall be treated as non performance & action may be taken against the contractor as per clause 32.0 of General Conditions of Contract Form-B.

**29.00 SPARES:-**

The contractor shall guarantee the supply of spare parts required by the purchaser for maintenance, operation and repairs of the equipment during their life time, as and when required by the purchaser against supply order as per departmental rule.

**30.00 NOMINATION OF ENGINEERS:**

The Superintending Engineer, Central Equipment & Stores Procurement circle-1 Irrigation Department U.P. Lucknow would act as Engineer for the purpose of this contract as defined in Clause-I(x) of General Condition of Contract form "B" annexed.

**31.00 NOTICE TO CONTRACTOR:**

Any notice given to the contractor shall be posted under Registered Cover / Speed Post /Fax to their address. The Tenderer is therefore required to give their complete postal, telephonic & telegraphic address including fax no. Such posting other than fax message 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 i.e. One Week.

**32.00 RESPONSIBILITY OF THE CONTRACTOR:**

The contractor shall be entirely responsible for execution of the contract in accordance with the terms and conditions contained in Detailed Technical Specification & Technical Conditions, Special Conditions of Contract/ Tender, General Conditions of Contract Form "B", Schedule of Prices & Quantities schedule "A",

Letter of Acceptance letter and subsequent amendments/corrigendum issued from time to time under the provision of contract issued by Superintending Engineer Central Equipment & stores procurement circle-1 Lucknow.

**33.00 PAYMENT TERMS:**

Subject to any deduction which the purchaser decides to make under the contract or subject to any additions or deductions provided for under clause 10 of general condition of contract form "B" the contractor shall be entitled to payment on production of Bills in triplicate duly stamped and pre receipted in the name of consignee i.e. Executive Engineer, Minor Lift Canal Division, Allahabad for Tudyar Pump Canal, Executive Engineer, Minor Lift Canal Division, Varanasi for Kothighat Pump Canal & Executive Engineer Lift Irrigation Construction Division, Varanasi (U.P) for Gyanpur Pump Canal along with complete despatch particulars and third party Inspection's Release note, shall be submitted to the consignee against which payment shall be admissible in accordance with following schedule:-

(i) 90% (ninety percent) of Ex-Work's Prices of equipment plus 100% (Hundred percent) Taxes & Duties, Packing, Forwarding, Freight & Transit Insurances and Inspection Charges of each consignment, against receipt of material in satisfactory condition at consignee's stores.

(ii) 10% (Ten percent) of Ex- work's price after check and verification of material within one month from the date of receipt of material at consignee's store/site.

**33.10** The aforesaid payment terms of sub-clause 33.00 (ii) are applicable when supplies have been completed within the stipulated delivery period.

**33.20** The purchaser reserves the right to modify the above payment terms.

**34.00 PROMPT PAYMENT DISCOUNT:**

$\frac{1}{2}$  % (Half percent) prompt payment discount on Ex-works Prices of equipments shall be allowed by the contractor, (in case various components of prices are not declared by the firm then the Prompt Payment Discount shall be allowed on the total prices.), if his balance payment as given above in Clause No. 33.00 (i) & (ii) is made within 30 days from the date of completion of supply in satisfactory condition.

**35.00 QUANTITY VARIATION:** Quantities mentioned are tentative & subject to change to any extent as per actual requirement received from the field before entering into agreement/ contract. The purchaser is further entitled to increase / decrease the quantities up-to 25% in the manner prescribed in clause- 27 of General conditions of contract-Form-'B' & in case quantities are further increased / decreased the prior consent of the contractor is necessary. Further purchaser is entitled to decide the purchase for all the items or any no. of items as stipulated in column No. 3 of the tender notice.

**36.00 DISTRIBUTION OF QUANTITY:-**

The purchase shall be decided item wise but the purchaser reserves the right to distribute the quantities between different tenderer on the lowest tendered rates in the public interest.

**37.00 TRADE/ SALES TAX CLEARANCE CERTIFICATE :**

Tenderers shall submit along with Financial Part-'C' of their tender Trade/Sales Tax Clearance Certificate and No Dues Certificate issued within 364 days prior to opening of tender, duly signed by the Trade/Sales Tax Officer concerned under the seal of their office. Failure to produce the said certificate may render their tender liable to be ignored,

**38.00 NON PERFORMANCE:** In the event of non performance of any stipulated activity during pendency of the contract, shall be treated as misconduct on the part of the firm and the firm may be black listed and debarred from taking part in future tender/contract in the department/Government forever, necessary legal action in such cases shall also be initiated against the tenderer as per law enforce.

**39.00 DISPUTE:**

All disputes arising out of this Contract shall be subjected to the provisions of Arbitration and Conciliation Act -1996 and subsequent amendment thereof. Disputes not covered under the arbitration provisions shall be subjected to the territorial jurisdiction of Lucknow Courts only.

( **AMAR NATH GUPTA** )

Superintending Engineer ( EQ-I )

Central Equipment & Stores Procurement Organisation,  
Irrigation Department, U.P. Lucknow.

**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**TECHNICAL SPECIFICATIONS AND TECHNICAL CONDITIONS OF CAST IRON SLUICE VALVES**  
**300 MM & 450 MM, 1220 MM**

**A - TECHNICAL SPECIFICATIONS**

Sl. No.	Description	Tudiyar Pump Canal	Kothighat Pump Canal	Gyanpur Pump Canal
1	2	3	4	5
1.00	<u>Application</u>	In delivery pipe line of <b>30 cusec</b> HSC pump for lifting water from River.	In delivery pipe line of <b>20 cusec</b> HSC pump for lifting water from River.	In delivery pipe line of <b>150 cusec</b> HSC pump for lifting water from River.
2.00	<b>TECHNICAL PARAMETERS:-</b>			
2.01	<b>Standard to be followed</b>	IS: 14846:2000 or its latest amendment if any		
2.02	<b>Type</b>	Non rising stem type sluice valve	Non rising stem type sluice valve	Non rising stem type sluice valve
2.03	<b>Valve Installation</b>	On the suction side of the pump		
2.04	<b>Method of operation</b>	Manual	Manual	Manual
2.05	<b>Valve Orientation</b>	Horizontal	Horizontal	Horizontal
2.06	<b>End Connection</b>	Flanged	Flanged	Flanged
2.07	<b>Nominal Dia. Of Valve</b>	300 mm	450 mm	1220 mm
2.08	<b>Nominal Pressure</b>	PN 1.0	PN 1.0	PN 1.0
2.09	Maximum Working Head	30 meters	26 meters	29.5 meters
2.10	<b>Quantity required</b>	04Nos.	04Nos.	03Nos.
2.11	<b>Length over Flanges</b>	356 mm	As per relevant IS:	<b>811 mm</b>
3.00	<b>Dimensions of Existing flange to which Sluice valve is to be connected</b>			
3.01	<b>Nominal Dia</b>	300 mm	450 mm	1220 mm
3.02	<b>Outer Dia</b>	445 mm	615 mm	1510 mm
3.03	<b>P.C.D.</b>	400 mm	565mm	1422 mm
3.04	No. of Holes	12 Nos.	20 Nos.	44 Nos.
3.05	<b>Dia. of Hole</b>	23 mm	28 mm	40 mm
3.06	<b>Thickness of Flange</b>	As per relevant IS:	As per relevant IS:	53 mm

**4.00 Material of Constructions:-**

Sl.No.	Components	Material	Ref. of IS Code	Grade or designation
4.01	Body, Bonnet, Dome, Stool Cover, Wedge, Stuffing Box, Gland, Thrust Plate and Cap.	Grey Cast Iron	210 :1978	FG 200, min.
4.02	Hand Wheel	Mild Steel	2062:1992	F-410WA
4.03	Stem	Stainless Steel	6603:2001	12 Cr 12
4.04	Wedge Nut, Shoe, Channel	Leaded Tin Bronze	318:1981	LTB-2
4.05	Body Seat Ring Wedge fcing ring & Bushes	Leaded Tin Bronze	318:1981	LTB-2
4.06	Bolts	Carbon Steel	1363 (Part-1)	Class-4.6
4.07	Nuts	Carbon Steel,	1363 (Part-3)	Class-4.0
4.08	Gasket	Rubber	638:1989	Type-B
4.09	Gland Packing	Jute & Hump	5414	
4.10	Gear & Pinion	Cast Steel	1030:1989	
4.11	Gear Housing	Grey Cast Iron	210:1993	FG 200, Min.
4.12	Pinion & Pinion Shaft	Alloy Steel	1570 (Part-4)	40Ni 12Cr 1 Mo28

Note: Latest amendments, if any shall be applicable on all above referred Indian Standards.

**5.00 Design & Manufacture:-**

Sluice valve shall be manufactured as specified in Para 7 of IS 14846:2000.

**6.00 Accessories:-**

Following accessories shall be provided with valve as mentioned in Annexure- A of I.S. 14846:2000

**6.01 Valve Gate Position Indicator:-**

To show whether the valve is fully open or closed or in an intermediate position shall be provided on the body/Gear box body.

**6.02 Drain Plug:-** Drain Plug shall be provided.

Channel and Shoe type arrangement shall be provided in the body of valve.

**6.04 Gearing Arrangement and Anti Friction Device :-**

Suitable spur gear type operator with ball thrust bearing shall be provided as stipulated in relevant standard.

**7.00 Hand Wheel :-**

Valve shall be manually operated by hand wheel. Suitable locking arrangement system shall be provided. The total hand wheel effort shall not exceed 80 N at the periphery of hand wheel on opening/closing of valve. Valve opening/ closing time should be limited to 30 minutes at 125% maximum working Head (30.00 Mtr) as stipulated in above clause 2.09 of Technical Specifications.

**7.10** The flanges shall be machined flat & they shall be suitably drilled as per IS: **1538:1993**. However the outer diameter, PCD, No. of holes and dia of holes ect. shall be as mentioned in clause 3.0 of technical specification to suit the existing flange.

**7.20 By Pass Arrangement:-**Sluice valves shall be provided with By pass Arrangement as Per clause 7.14 of IS: 14846:2000.

**8.00 Marking :-**

Marking on the valve shall be done as per clause 11 of IS 14846:2000.

**9.00 Testing of sluice Valve:-****9.01 General :-**

The manufacturer shall conduct all the tests required to ensure that the valves manufactured by them conform to the requirement of these specifications and relevant IS: including following tests.

**9.02 Material Test:-**

The material for major components including body, wedge, spindle, seat ring, wedge ring, stuffing box, thrust plate, wheel cap and gears etc. shall be checked by test certificates for chemical composition and physical properties to confirm that the same are according to relevant standard.

**9.03 Performance Test:-**

After assembly each valve shall be shop operated three times over the full range of movement in both the directions under the no flow condition to demonstrate that the unit is workable.

**9.04 Hydrostatic Testing :-**

Each valve shall be subjected to hydrostatic tests as per Clause 10.1 of IS 14846: 2000.

**9.05 Test for Stem:-**

The Liquid Penetration test as stipulated in Clause 10.2 of IS 14846:2000 & Ultra Sonic Test shall be carried out.

**10.00 Coating:-**

As per clause 9 of IS: 14846 : 2000. Coating shall be done after the inspection of the valves by the inspecting agency designated by department.

**11.00 Guarantee of workmanship and material:-**

The sluice valve shall be guaranteed against defects in material and workmanship under normal use and service for a period of at least 30 months from the date of receipt of material at consignee's store. Any defect discovered during this period due to faulty workmanship or design and inferior material used, shall be made good by the tenderer free of charges within one month positively from the date of intimation of the defect.

**12.00 Technical Information/Data:** The tenderer shall furnish the following technical information/ data for each size of sluice valve along with the tender offer. The offer without these technical information shall be considered incomplete & shall be ignored.

**12.01** Maximum torque required in opening & closing under 125 % of maximum working head as stipulated in above Clause 2.09 (Supported with detailed calculation).

**12.02** Complete literature with dimensional drawing of the valve showing Material of Construction of each component.

**12.03** Guaranteed performance curve for flow and pressure drop against different opening of sluice valves.

**12.04** Guaranteed torque vs. wedge opening position curve.

**12.05** Details of the workshop, quality control and hydraulic test facility available with them.

**12.06** In case the casting facilities are not available at the manufacturer's works the firm shall specify the name of the foundry from where the casting is proposed along with the installed capacity of the foundry indicating the maximum weight of single piece casting which can be done by them.

- 12.07 The relevant details and complete reference of actual single piece casting done by the foundry on the form (Annexure-1) duly certified by Chartered Account of the foundry.
- 12.08 Details of operating mechanism along with detailed calculation for opening / closing time of Valve.
- 12.09 Mass of the valve.

## **B- TECHNICAL CONDITIONS**

### **1.00 QUALITY ASSURANCE SYSTEM FOLLOWED AT MANUFACTURER'S WORKS:**

The manufacturer must have a proper and independent set up for quality control with adequate necessary equipments, facilities and personnel for this purpose, to ensure quality control from procurement of material to incoming, intermediate and final stage along-with quality control of raw material / equipments supplied by sub-suppliers.

Equipments ordered are subject to check at any time by purchaser's representatives/ representative of inspecting authority deputed by the purchaser. Proper written record of quality assurance system must therefore be kept by the manufacturers. Following broad outlines of quality assurance system must be observed by the manufacturer:

#### **1.01 PROCUREMENT OF RAW MATERIAL:-**

The procurement of Raw material used in manufacturing of equipments ordered, shall be of the best quality from reputed make.

1.02 **SELECTION OF SUB SUPPLIERS:-** The qualification of sub-suppliers shall be ensured to ensure the supply of material/ parts in accordance with the relevant Indian Standard and Technical Specifications stipulated herein.

#### **1.03 INCOMING INSPECTION:-**

On receipt of casting and bought out components (finished, pre-turned, bar-material, fabricated and sub contracted components) 100% incoming inspection shall be done. The inspection of components will be based on purchase order, Drawing, Standard Specifications, Material Certificates etc. irrespective of supplier's certificates. The casting material shall be tested for Physical, Chemical and metallurgical properties as per relevant specifications.

#### **1.04 STAGE INSPECTION:-**

When the parts are under manufacturing process, due quality control shall be carried out by the Quality Assurance Department by inspecting each and every component at all the stages.

#### **1.05 WELDING AND HEAT TREATMENT:-**

All welding work shall be supervised and/or controlled by the Quality Assurance department.

#### **1.06 FINAL INSPECTION OF PARTS AND COMPONENTS:-**

After completion of all operations, the finished components/ parts shall be subjected to final inspection, which is the most important stage in the manufacturing process. The passed and rejected components shall be sorted out, colour coded and results recorded.

#### **2.00 INSPECTION AND TESTING :**

2.01 **GENERAL:** - The manufacturer shall conduct all tests required to ensure that the valves manufactured by them conform to the required specifications and are in accordance with the requirement of the applicable code. All the routine tests specified in various latest edition of IS specifications together with these specified in Technical Specifications shall be carried out at manufacturer's works.

2.02 **THIRD PARTY INSPECTION:** - :- Inspection and testing of Sluice Valves shall be carried out by inspecting agency appointed by the purchaser at Manufacturer's works. Manufacturer is required to submit the following test results and certificates to the inspecting agency:-

- (a) Material test certificates: Physical/chemical for various components.
- (b) Liquid Penetration test & Ultrasonic Test for stem, Hydrostatic Test and performance test results.

2.03 The inspecting agency will carry out the following tests:-

- (a) Hydrostatic test as stipulated in Clause 10.1 of IS: 14846: 2000
- (b) Performance test as stipulated in above Clause 9.03.
- (c) Any other tests as stipulated in Indian Standard Specifications.

2.04 **TEST CERTIFICATES** : Manufacturer's test certificate in duplicate shall be submitted by the contractor to the Consignee & a copy of the same to Superintending Engineer, Central Equipment & Stores Procurement circle-1, Irrigation Department, U.P., Lucknow.

2.05 **FIELD TESTING (TESTING AT SITE):-** The field testing of valve shall be done in presence of firm's representative and consignee. In case the performance of valves are not found satisfactory during field testing , the contractor shall replace/rectify the defective/rejected material free of cost with in one month of testing at site failing which the cost of material inclusive of all taxes and duties shall be recovered from the performance security deposited/balance payment of the contractor. 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 contractor

### **3.00 INFORMATION ABOUT FIRM'S TECHNICAL/ FINANCIAL CAPABILITIES:-**

The tenderer shall invariably furnish following information for assessment of their technical/financial capability to execute supplies of materials/equipments covered under this tender failing which their tender is liable to be rejected:-

- A. (i) Annual & Monthly manufacturing capacity of Sluice valves.  
 (ii) Details of pending orders of Sluice valves at the time of submitting tenders.  
 (iii) Quantity which can be delivered per month.
- (iv) Annual Turn Over of last three financial years, duly certified by the statutory auditors/ Chartered Accountant of the firm.

### **B. TESTING FACILITIES/EQUIPMENTS:-**

The tenderer shall submit the following :-

- (i) Complete list of plant and machineries and other facilities available at their works/ sub- contractor's works for manufacture of tendered item.  
 (ii) Details of complete testing facilities /equipments for pre-despatch inspection and testing of the Sluice valves available at their works/sub-contractor's works with details of different tests proposed to be conducted for each equipment to ensure conformity of the required equipments as per relevant Indian Standards and annexed tender Technical Specifications shall also be submitted.

### **C. INTERNATIONAL QUALITY ISO SYSTEM :-**

The tenderer shall submit their valid ISO-9001-2000 Certificate issued by statutory authority certifying the firm as manufacturer of tendered item.

### **D. QUALITY ASSURANCE SYSTEM :-**

The tenderer shall submit complete details of Quality assurance System available at manufacturer's works.

### **4.00 QUALIFYING REQUIREMENT:-**

Tenderer shall invariably furnish the following information/documents with their Part-'B' of the tender offer for the evaluation of their eligibility failing which their tender shall be rejected.

#### **1- DETAILS OF SUPPLIES MADE TO GOVT. DEPARTMENTS/ GOVT. UNDERTAKINGS FOR BEING ELIGIBLE FOR CONSIDERATION IN THE ENSUING TENDER :-**

The tenderer shall submit statement showing the quantity of Sluice valves of required size and pressure rating or more manufactured by them and sold to Government Departments/ Government Undertakings duly certified by their Statutory Auditors/ Chartered Accountant up to date of submission of tender in the *format annexed as Annexure A -1 herein after* .

Tenderers may please note that the offer of only those tenderers shall be considered who have manufactured & supplied minimum 02 Nos Sluice valves of required size & pressure rating or more to the Govt. departments / Govt. undertakings up to the date of submission of tender, to meet this requirement, the tenderer shall submit the copies of supply orders placed on them & invoices as a proof of supplies actually made, however this condition shall not be applicable for those tenderers who have already supplied valves of required size & pressure rating or more in Irrigation Department U.P but they are required to furnish the details as required under this clause.

#### **2- PERFORMANCE CERTIFICATES IN RESPECT OF SUPPLIES REFERED ABOVE:-**

(i) The Tenderer shall submit Performance Certificates of min. 02 Nos. Sluice valves out of the supplies as detailed under clause 4.00(1), in successful use for a minimum period of one year to fulfill this requirement the tenderer shall submit copies of Performance Certificates & statement showing details of performance certificates submitted in the format annexed as Annexure A-2 here with.

(ii) Tenderers who had manufactured and supplied Sluice valves of required size and pressure rating or more in Irrigation Department, U.P. need not to submit the information as required in clause 4.00(2)(i). However, their performance shall be evaluated on the basis of their past supplies at the departmental level on the basis of information available till such time of evaluation and in case performance of their past supplies is found unsatisfactory or wanting, their Technical Part "B" shall be primarily rejected on this ground only and no further evaluation of Technical Part "B" shall be done. Tenderer may please note that their consideration in earlier tender in the department shall not be a basis of their claim in this tenders.

**(AMAR NATH GUPTA)**  
**Superintending Engineer**

**Central Equipments & Stores Procurement Organisation**  
**Irrigation Department, U.P., Lucknow**

**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-2011**  
**FOR MANUFACTURE AND SUPPLY OF 03 Nos CAST STEEL REFLUX VALVES 1220 MM**  
**FOR GYANPUR PUMP CANAL VARANASI U.P.**  
**A- TECHNICAL SPECIFICATIONS**

Sl. No.	Description	Name of Pump Canal
		GYANPUR PUMP CANAL
1.00	Application	In delivery pipe line of 150 cusec HSC pump for lifting water from River.
2.00	<b>Technical Parameters :</b>	
2.01	Standard to be followed	IS: 5312 (Part-2): 1986 & or latest amendments if any
2.02	Type	Swing-check type
2.03	Characteristics	Valve should have quick closing & non slam type characteristic
2.04	Method of operation	Self weight operation
2.05	Valve Orientation	Horizontal
2.06	End Connection	Flanged type
2.07	Nominal dia. of Valve	1220 mm.
2.08	Minimum Shell thickness	36 mm
2.09	Maximum Working Head	29.5 Metre
2.10	Class of Valves	PN 1.0
2.11	No. of doors	As per Clause 6.8 of IS:5312 (Part-2) - 1986
2.12	Quantity required	03 nos.
2.13		
3.00	<b>Dimensions of Existing flanges as per IS 1538;1993 (for dimensions only)</b>	
3.01	Internal diameter	1220 mm
3.02	Outer diameter	1510 mm
3.03	P.C.D.	1422 mm
3.04	No. of Holes	44 Nos.
3.05	Hole Diameter	40mm
3.06	Length over Flanges	1500 mm
3.07	Minimum Size of By pass connection	100 mm
4.00	<b>Delivery Pipe</b>	
4.01	Diameter	1375mm
4.02	Length of delivery pipe	103.00 mtr.

**5.0 Material of Construction :-**

The material to be used for the manufacture of different component parts of Valves shall be as follows:-

Sl. No.	Component	Material	Reference to IS Code	Grade or Designation
1.	Body with hing & diaphragm	Cast Steel	1030:1998	230-450W
2.	Hing Pin	Stainless Steel	6603:2001	X 04 Cr17Ni12 Mo2
3.	Bolts	Carbon Steel	1367(Part-3):1979	Class-4.6
4.	Nuts	Carbon Steel	1367(Part-3):1979	Class-4
5.	Nuts for Hing Pin	Stainless Steel	6603:2001	X 04 Cr17Ni12 Mo2
6.	Bearing Bushes	Leaded Tin Bronze/PTFE	318:1981	LTB-2
7.	Face & Seat Rings	Leaded Tin Bronze Steel	318:1981	X12Cr12
8.	Flange Jointing Material	Rubber	638:1979	-

**NOTE:** Latest amendments if any shall be applicable on all above referred Indian Standards.

**6.00 Design & Manufacture:-**

- 6.01 The valves required shall be able to withstand the water hammer effect of length of delivery pipe line as given in Para 4.01 above. Water hammer calculation shall be submitted along with the offer.
- 6.02 **Water Way Area** :-The dimensions & shape of body, doors, covers etc. shall be suitable to ensure that the water way area of flow passage at any cross section in the valve is not less than the area of the nominal bore of the valve.
- 6.03 The thickness of metal in all castings shall be maintained throughout any section as uniform as possible to avoid strains set up by sudden changes of cross section.
- 6.04 **Body** :- The body shall be made in two parts-inlet shell & outlet shell. The inlet shell shall have duck foot support.
- 6.05 **Diaphragm**:- Diaphragm shall be fitted between inlet & outlet shells. The parts in the diaphragm should be so designed as to induce minimum head loss in the flow through valve.
- 6.06 **Inlet & Outlet Shell Connection** :- The attachment of the inlet to outlet shell of the body shall be adequate to withstand the appropriate test pressure, service condition & the mechanical loads encountered in the operation. All valves shall have bolted connection. Size of bolts or studs shall not be less than 22 mm.
- 6.07 The design of hinges, hinge pin, door, suspension springs etc. shall be suitable to ensure free swing of the doors. In closed position of the valve, the door face shall have close face contact with body ring.
- 6.08 The design of doors, hinges shall be suitable so as to withstand satisfactorily the repeated impact likely to occur during service.
- 6.09 **By Pass Connection** :- By pass connection shall conform to Clause 6.9 of IS: 5312 (Part-2): 1986.
- 6.10 **Door** :- The door shall be integral with the hinge & shall have a flat seating face.
- 6.11 **Number of Doors** :- The minimum number of doors (discs) in the diaphragm plate shall conform to Clause 6.8 of IS: 5312 (Part-2):1986
- 6.12 **Seats**:- Seat ring shall be so fitted as to avoid their becoming loose in service. Standard counter sunk screws shall not be used.
- 6.13 **Lugs** :-Minimum Two Nos. Suspension lugs sufficiently apart shall be cast integrated on the diaphragm plate & shall be of adequate strength.
- 6.14 **Mass of valve**:-Minimum finished mass of each valve shall not be less than 4000 kg. as per IS:5312(2) :1986
- 6.15 The flanges shall be machined flat & they shall be suitably drilled as per IS: 1538 (Part-IV to VI) or as specified above in Clause 4.00.
- 7.00 **Marking** :- The following information shall be cast on each valve body in raised letters  
 (a) Manufacturer's Name  
 (b) Size of Valve  
 (c) Nominal pressure In MPa.  
 (d) Direction of Flow
- 8.0 **Material Test** :- The material for major components including body, cover, door, hinges/hinge-pins, bearing bushes & shaft pins etc. will be checked by test certificates for chemical composition & physical properties to conform to latest relevant standards.
- 8.01 **Ultra sonic** test shall be carried out. Stem only.
- 9.00 **Performance Test**:- After assembly, each valve shall be operated over the full range of movement to demonstrate that it is in working order.  
 The Reflux Valves shall be tested in accordance with IS: 5312 (Part-2): 1986 with latest amendment if any.
- 9.01 **Seat Test** :- The valve shall be placed in the horizontal position & the outlet end shall be filled with water completely. With the inlet end open to atmosphere, there shall be no leakage when the outlet end of the valve is subjected to hydrostatic, non shock seat test pressure as given in Table 3 of relevant IS, for two minutes. There shall be no leakage of water through the seats.
- 9.02 **Body Test** :- Water shall be filled completely in the body. When the body is subjected to hydrostatic, non shock body test pressures as given in table-3 of relevant IS for 2 minutes, there shall be no leakage or permanent distortion of any component part under this test.
- 10.00 **Coating/ Painting** :- Painting shall be done in accordance with Clause 7.1 to 7.3 of IS: 5312 (Part-2) - 1986. Coating/ painting shall be done after the inspection of the valves by the inspecting agency designated by the department.
- 11.00 **Guarantee of Workmanship and material** :- The reflux valves shall be guaranteed against defects in material and workmanship under normal use and service for a period of at least 30 months from the date of receipt of Material. Any defect discovered during this period due to faulty workmanship or design and



inferior material used shall be made good by the contractor free of charges within one month positively from the date of intimation of the defects.

- 12.00 **Technical Information/Data** :- The tenderer shall furnish the following technical information/ data for each size of reflux valve along with the tender offer. The offer without these technical information's/ data shall be considered incomplete & shall be ignored.
- 12.01 Mass of the valve.
- 12.02 Head loss across the valve, when fully open supported with calculations.
- 12.03 Complete literature with dimensional drawing of the valve showing Material of Construction of each component.
- 12.04 In case the casting facility is not available with the tenderer, the tenderer shall specify the name of the foundry from where the casting is proposed along-with the installed capacity of the foundry indicating the maximum weight of single piece casting which can be done by them.
- 12.05 The relevant details and complete reference of actual single piece casting done by the foundry on the form (Annexure-1) duly certified by Chartered Accountant of the foundry.
- 12.06 Workshop, quality control & Hydraulic test facility available with them.
- 12.07 Thickness of shell of the valve.

## **B- TECHNICAL CONDITIONS**

### **1.00 QUALITY ASSURANCE SYSTEM FOLLOWED AT MANUFACTURER'S WORKS:**

The manufacturer must have a proper and independent set up for quality control with adequate necessary equipments, facilities and personnel for this purpose, to ensure quality control from procurement of material to incoming, intermediate and final stage along-with quality control of raw material / equipments supplied by sub-suppliers.

Equipments ordered are subject to check at any time by purchaser's representatives/ representative of inspecting authority deputed by the purchaser. Proper written record of quality assurance system must, therefore, be kept by the manufacturers. Following broad outlines of quality assurance system must be observed by the manufacturer:

#### **1.01 PROCUREMENT OF RAW MATERIAL:-**

The procurement of Raw material used in manufacturing of equipments ordered, shall be of the best quality from reputed make.

1.02 **SELECTION OF SUB SUPPLIERS:-** The qualification of sub-suppliers shall be ensured to ensure the supply of material/ parts in accordance with the relevant Indian Standard and Technical Specifications stipulated herein.

#### **1.03 INCOMING INSPECTION:-**

On receipt of casting and bought out components (finished, pre turned, bar-material, fabricated and sub contracted components) 100% incoming inspection shall be done. The inspection of components will be based on purchase order, Drawing, Standard Specifications, Material Certificates etc. irrespective of supplier's certificates. The casting material shall be tested for Physical, Chemical and metallurgical properties as per relevant specifications.

#### **1.04 STAGE INSPECTION:-**

When the parts are under manufacturing process, due quality control shall be carried out by the Quality Assurance Department by inspecting each and every component at all the stages.

#### **1.05 WELDING AND HEAT TREATMENT:-**

All welding work shall be supervised and/or controlled by the Quality Assurance department.

#### **1.06 FINAL INSPECTION OF PARTS AND COMPONENTS:-**

After completion of all operations, the finished components/ parts shall be subjected to final inspection, which is the most important stage in the manufacturing process. The passed and rejected components shall be sorted out, colour coded and results recorded.

#### **2.00 INSPECTION AND TESTING :**

2.01 **GENERAL** :- The manufacturer shall conduct all tests required to ensure that the valves manufactured by them conform to the required specifications and are in accordance with the requirement of the applicable code. All the routine tests specified in various latest edition of IS specifications together with these specified in Technical Specifications shall be carried out at manufacturer's works.

2.02 **THIRD PARTY INSPECTION:-** Inspection and testing of Valves shall be carried out by inspecting agency appointed by the purchaser at Manufacturer's works. Manufacturer is required to submit the following test results and certificates to the inspecting agency :-

- (a) Material test certificates: Physical/chemical for various components.
- (b) Ultra Sonic test, Seat test, body test and performance test results.

2.03 **The inspecting agency will carry out the following tests :-**

- (a) Seat test as stipulated in Clause 8.2 of IS : 5312 (Part-2) :1986
- (b) Body test as stipulated in Clause 8.3 of IS : 5312 (Part-2) :1986
- (c) Performance test as stipulated in above Clause 9.00
- (d) Any other test as stipulated in Indian Standard Specifications.

2.04 **TEST CERTIFICATES** : Manufacturer's test certificate in duplicate shall be submitted by the contractor to the Consignee & a copy of the same to Superintending Engineer, Central Equipment & Stores Procurement Organisation, Irrigation Department, U.P., Lucknow.

2.05 **FIELD TESTING ( TESTING AT SITE ) :-**

The field testing of valves shall be done in presence of firm's representative & consignee.

In case the performance of the valves are not found satisfactory during field testing, the contractor shall replace/rectify the defective/rejected material free of cost within one months of testing at site failing which the cost of material inclusive of all taxes and duties shall be recovered from the performance Security deposited/ balance payment of the contractor. 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.

3.00 **INFORMATION ABOUT FIRM'S TECHNICAL/ FINANCIAL CAPABILITIES:-**

The tenderer shall invariably furnish following information for assessment of their technical/financial capability to execute supplies of materials/equipments covered under this tender failing which their tender is liable to be rejected:-

A. (i) Annual & Monthly manufacturing capacity of Reflux valves.

(ii) Details of pending orders of Reflux valves at the time of submitting tenders.

(iii) Quantity which can be delivered per month.

(iv) Annual Turn Over of last three financial years, duly certified by the statutory auditors/ Chartered Accountant of the firm.

B. **TESTING FACILITIES/EQUIPMENTS:-**

The tenderer shall submit the following :-

(i) Complete list of plant and machineries and other facilities available at their works/sub-contractor's works for manufacture of tendered item.

(ii) Details of complete testing facilities /equipments for pre-despatch inspection and testing of the Reflux valves available at their works/sub-contractor's works with details of different tests proposed to be conducted for each Equipment to ensure conformity of the required equipments as per relevant Indian Standards and annexed tender Technical Specifications shall also be submitted.

C. **INTERNATIONAL QUALITY ISO SYSTEM :-**

The tenderer shall submit their valid ISO-9001 Certificate issued by statutory authority certifying the firm as manufacturer of tendered item.

D. **QUALITY ASSURANCE SYSTEM :-**

The tenderer shall submit complete details of Quality assurance System available at manufacturer's works.

4.00 **QUALIFYING REQUIREMENT:-**

Tenderer shall invariably furnish the following information's/ documents with their Part-'B' of the tender offer for the evaluation of their eligibility failing which their tender shall be rejected.

1- **DETAILS OF SUPPLIES MADE TO GOVT. DEPARTMENTS/GOVT. UNDERTAKINGS FOR BEING ELIGIBLE FOR CONSIDERATION IN THE ENSUING TENDER :-**

The tenderer shall submit statement showing the quantity of Reflux Valves of required size and pressure rating or more duly manufactured by them and sold to Government Departments/ Government Undertakings duly certified by their Statutory Auditors/ Chartered Accountant up to the date of submission of tender in the *format annexed as Annexure A -1 herein after* .

Tenderers may please note that the offer of only those tenderers shall be considered who have manufactured & supplied minimum 02 Nos Reflux valves of required size & pressure rating or more to the Govt. departments /Govt. undertakings

up to the date of submission of tender to meet this requirement the tenderer shall submit the copies of supply orders placed on them & invoices as a proof of supplies actually made. however this condition shall not be applicable for those tenderers who have already supplied valves of required size & pressure rating or more in Irrigation Department U.P. but they are required to furnish the details as required under this clause.

2- PERFORMANCE CERTIFICATES IN RESPECT OF SUPPLIES REFERRED ABOVE :-

- (i) The Tenderer shall submit Performance Certificates of Reflux Valves out of the supplies as detailed under clause 4.00(1), in successful use for a minimum period of one year to fulfill this requirement the tenderer shall submit copies of Performance Certificates & statement showing details of performance certificates submitted in the format annexed as Annexure A-2 herewith.
- (ii) Tenderers who had manufactured and supplied Reflux Valves of required size and pressure rating or more in Irrigation Department U.P need not to submit the information as required in clause 4.00 (2) (i). However, their performance shall be evaluated on the basis of their past supplies at the departmental level on the basis of information available till such time of evaluation and in case performance of their past supplies is found unsatisfactory or wanting, their Technical Part "B" shall be primarily rejected on this ground only and no further evaluation of Technical Part "B" shall be done. Tenderer may please note that their consideration in earlier tender in the department shall not be a basis of their claim in this tenders.

**(AMAR NATH GUPTA)**

**Superintending Engineer**

**Central Equipments & Stores Procurement Organisation**

**Irrigation Department, U.P., Lucknow**

**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**TENDER NOTICE No. EQ- 1064/2010-2011**  
**FOR MANUFACTURE AND SUPPLY OF 03 Nos CAST IRON BUTTERFLY VALVES 1220 MM**  
**FOR GYANPUR PUMP CANAL VARANASI U.P.**  
**A- TECHNICAL SPECIFICATIONS**

Sl. No.	Description	Name of Pump Canal
		GYANPUR PUMP CANAL
1.00	Application	In delivery pipe line of 150 cusec HSC pump for lifting water from River.
2.00	<b>Technical Parameters :</b>	
2.01	Standard to be followed	IS:13095:1991 & or its latest amendments if any
2.02	Type	Regulating & Tight Shut off Type
2.03	Valve Orientation	Horizontal
2.04	End Connection	Flanged type
2.05	Quantity required	03 nos.
2.06	Nominal dia. of Valve	1220 mm.
2.07	Nominal Pressure	PN 0.6
2.08	Method of operation	Manual
2.09	Maximum Working Head	29.5 Metre
3.00	Face to Face length of Valve	470 mm
4.00	<b>Dimensions of Existing flanges</b>	
		Flange of Pump Side
4.01	Nomial diameter	1220 mm
4.02	Outer diameter	1510 mm
4.03	P.C.D.	1422 mm
4.04	No. of Holes	44 Nos.
4.05	Hole Diameter	40mm
4.06	Thickness of flange	75 mm

**5.0 Material of Construction :-**

The material to be used for the manufacture of different component parts of Valves shall be as follows:-

Sl. No.	Component	Material	Reference to IS Code	Grade or Designation
1.	Valve Body	Cast Iron	210:1978	FG 200, min.
2.	Valve Disc	Cast Iron	210:1978	FG 200, min.
3.	Valve Shaft	Stainless Steel	6603:1972	X 12 Cr 12
4.	Seating Ring/Seal Retaining Ring	Stainless Steel	6603:1972	X 04 Cr 19 Ni 9
5.	Seat	Elastomers		E.P.D.M.Rubber
6.	Internal Fastening	Stainless Steel	Manufacturers Standards	Suitable for duty
7.	External Bolting	Carbon Steel, Tensile Strength 390N/mm <sup>2</sup>		

**6.00 Hand Wheel :-** Hand Wheel shall be securely fitted yet allowed for removal and replacement when necessary. Valve shall be closed by turning the hand wheel in a clockwise direction when facing the hand wheel. Hand Wheel shall be marked with the direction of closure. Suitable locking arrangement/ system in fully opened/ shut off/ partially opened position shall be provided. The total hand wheel effort shall not exceed 80 N at the periphery of hand wheel on opening/closing of valve. Valve opening/ closing time shall be maximum 5 minutes assuming operative speed of spindle as 18 rpm.

**6.01 Position of Mechanical Indicator :-** On the body/Gear box body which shall be clearly visible to operator to show whether the valve is full open, full closed or in an intermediate position.

**7.00 Testing:-**

All valves shall be hydrostatically tested by the manufacturer before dispatch. The pressure shall be obtained without any significant hydraulic shock. Testing shall be carried on before application of paint or other similar treatment unless otherwise agreed between the purchaser and the manufacture. There shall be no air pressure entrapped within the part of the valves subjected to test pressure.

**7.01 General :-**

The manufacturer shall conduct all the tests required to ensure that the valves manufactured by them conform to the requirement of these specifications and relevant I.S. Standards including following tests.

**7.02 Material Test :-**

The material for major components including body, disc, shafts, seat-rings, clamping-rings, bearing bushes, shaft-pins and gears etc. will be checked for compositions and Physical properties to conform the same to relevant standards.

**7.03 Performance Test :-**

Each valve shall be shop operated from fully closed to fully open & reverse under the no pressure & flow condition to demonstrate that the complete assembly is workable.

7.04 **Body Test :-** Each valve shall be subjected to **Body Test as per Clause 17.2 of IS 13095 :1991**

7.05 **Seat Test :-** Each valve shall be subjected to Seat Test as per Clause 17.3 of IS 13095 :1991

7.06 **Disc Strength Test :-** Each valve shall be subjected to Disc Strength Test as **per Clause 17.4 of IS 13095 :1991.**

**8.00 Coating/Painting :-**

Painting shall be done in accordance with the **Para 7.1 to 7.3 of IS: 5312 (Part-2) -1986.** The coating/ painting shall be done after the inspection of the valves by the inspecting agency designated by department.

**9.00 Marking :-** Marking shall be done as **per clause -21 of IS 13095 :1991.**

**10.00 Guarantee of workmanship and material :-** The valve shall be guaranteed against defects in material and workmanship under normal use and service for a period of at least 30 months from the date of receipt of material. Any defect discovered during this period due to faulty workmanship or design and inferior material used shall be made good by the contractor free of charges within one month positively from the date of intimation of the defects.

**11.00 Technical Information/ Data :-** The tenderer shall furnish the following technical information/ data for each size of butterfly valves along with the tender offer. The offer without these technical information/ data shall be considered incomplete & shall be ignored.

11.01 Mass of the valve.

11.02 Maximum torque required in opening & closing under pressure (supported with detailed calculations)

11.03 Gearing systems, its material, type to be used & gear- ratio along with drawing.

11.04 Complete literature with dimensional drawing of the valve showing material of construction of each component.

11.05 Guaranteed Performance Curve for flow & pressure drop against angle of opening of Butterfly Valve.

11.06 Guaranteed torque v/s Disc opening angle curve.

11.07 Details of Workshop, quality control & hydraulic test available with them.

11.08 In case the casting facility is not available with the manufacturer, the firm shall specify the name of the foundry indicating the maximum weight of single piece casting which they can do.

11.09 The relevant details and complete reference of actual single piece casting done by the foundry on the form (Annexure I) duly certified by chartered Accountant of the foundry.

**B- TECHNICAL CONDITIONS****1.00 QUALITY ASSURANCE SYSTEM FOLLOWED AT MANUFACTURER'S WORKS:**

The manufacturer must have a proper and independent set up for quality control with adequate necessary equipments, facilities and personnel for this purpose, to ensure quality control from procurement of material to incoming, intermediate and final stage along-with quality control of raw material / equipments supplied by sub-suppliers.

Equipments ordered are subject to check at any time by purchaser's representatives/ representative of inspecting authority deputed by the purchaser. Proper written record of quality assurance system must, therefore, be kept by the manufacturers. Following broad outlines of quality assurance system must be observed by the manufacturer:

**1.01 PROCUREMENT OF RAW MATERIAL:-**

The procurement of Raw material used in manufacturing of equipments ordered, shall be of the best quality from reputed make.

- 1.02 **SELECTION OF SUB SUPPLIERS:-** The qualification of sub-suppliers shall be ensured to ensure the supply of material/ parts in accordance with the relevant Indian Standard and Technical Specifications stipulated herein.
- 1.03 **INCOMING INSPECTION:-**  
On receipt of casting and bought out components (finished, pre-turned, bar-material, fabricated and sub contracted components) 100% incoming inspection shall be done. The inspection of components will be based on purchase order, Drawing, Standard Specifications, Material Certificates etc. irrespective of supplier's certificates. The casting material shall be tested for Physical, Chemical and metallurgical properties as per relevant specifications.
- 1.04 **STAGE INSPECTION:-**  
When the parts are under manufacturing process, due quality control shall be carried out by the Quality Assurance Department by inspecting each and every component at all the stages.
- 1.05 **WELDING AND HEAT TREATMENT:-**  
All welding work shall be supervised and/or controlled by the Quality Assurance department.
- 1.06 **FINAL INSPECTION OF PARTS AND COMPONENTS:-**  
After completion of all operations, the finished components/ parts shall be subjected to final inspection, which is the most important stage in the manufacturing process. The passed and rejected components shall be sorted out, colour coded and results recorded.
- 2.00 **INSPECTION AND TESTING :**
- 2.01 **GENERAL** :- The manufacturer shall conduct all tests required to ensure that the valves manufactured by them conform to the required specifications and are in accordance with the requirement of the applicable code. All the routine tests specified in various latest edition of IS specifications together with these specified in Technical Specifications shall be carried out at manufacturer's works.
- 2.02 **THIRD PARTY INSPECTION** :- Inspection and testing of Valves shall be carried out by inspecting agency appointed by the purchaser at Manufacturer's works. Manufacturer is required to submit the following test results and certificates to the inspecting agency :-  
(a) Material test certificates: Physical/chemical for various components.  
(b) Seat test, Body test, Disc Strength Test and performance test results.
- 2.03 The inspecting agency will carry out the following tests :-  
(a) Performance test as stipulated in **Clause 17.1 of IS : 13095 :1991**  
(b) **Body Test** :- Each valve shall be subjected to **Body Test as per Clause 17.2 of IS : 13095 :1991**  
(c) **Seat Test** :- Each valve shall be subjected to **Seat Test as per Clause 17.3 of IS : 13095 :1991**  
(d) **Disc Strength Test** :- Each valve shall be subjected to **Disc Strength Test as per Clause 17.4 of IS 13095 :1991**  
(e) Any other test as stipulated in Indian Standard Specifications.
- 2.04 **TEST CERTIFICATES** : Manufacturer's test certificate in duplicate shall be submitted by the contractor to the Consignee & a copy of the same to Superintending Engineer, Central Equipment & Stores Procurement Organisation, Irrigation Department, U.P, Lucknow.
- 3.00 **INFORMATION ABOUT FIRM'S TECHNICAL/ FINANCIAL CAPABILITIES:-**  
The tenderer shall invariably furnish following information for assessment of their technical/financial capability to execute supplies of materials/equipments covered under this tender failing which their tender is liable to be rejected:-  
A. (i) Annual & Monthly manufacturing capacity of Butterfly valves.  
(ii) Details of pending orders of Sluice valves at the time of submitting tenders.  
(iii) Quantity which can be delivered per month.  
(iv) Annual Turn Over of last three financial years, duly certified by the statutory auditors/Chartered Accountant of the firm.

**B. TESTING FACILITIES/EQUIPMENTS:-**

The tenderer shall submit the following :-

- (i) Complete list of plant and machineries and other facilities available at their works/sub-contractor's works for manufacture of tendered item.
- (ii) Details of complete testing facilities /equipments for pre-despatch inspection and testing of the Butterfly valves available at their works/sub-contractor's works with details of different tests proposed to be conducted for each equipment to ensure conformity of the required equipments as per relevant Indian Standards and annexed tender Technical Specifications shall also be submitted.

**C. INTERNATIONAL QUALITY ISO SYSTEM :-**

The tenderer shall submit their valid ISO-9001 Certificate issued by statutory authority certifying the firm as manufacturer of tendered item.

**D. QUALITY ASSURANCE SYSTEM :-**

The tenderer shall submit complete details of Quality assurance System available at manufacturer's works.

**4.00 QUALIFYING REQUIREMENT:-**

Tenderer shall invariably furnish the following information/ documents with their Part-'B' of the tender offer for the evaluation of their eligibility failing which their tender shall be rejected.

**1- DETAILS OF SUPPLIES MADE TO GOVT. DEPARTMENTS/ GOVT.UNDERTAKINGS FOR BEING ELIGIBLE FOR CONSIDERATION IN THE ENSUING TENDER :-**

The tenderer shall submit statement showing the quantity of Butterfly valves of required size and pressure rating or more manufactured by them and sold to Government Departments/ Government Undertakings duly certified by their Statutory Auditors/ Chartered Accountant up to the date of submission of tender in the *format annexed as Annexure A -1 herein after* .

Tenderers may please note that the offer of only those tenderers shall be considered who have manufactured & supplied minimum 02 Nos. Butterfly valves of required size & pressure rating or more to the Govt. departments /Govt. undertakings up to the date of submission of tender, to meet this requirement the tenderer shall submit the copies of supply orders placed on them & invoices as a proof of supplies actually made. However this condition shall not be applicable for those tenderers who have already supplied valves of required size & pressure rating or more in Irrigation Department U.P but they are required to furnish the details as required under this clause.

**2- PERFORMANCE CERTIFICATES IN RESPECT OF SUPPLIES REFERRED ABOVE :-**

- (i) The Tenderer shall submit Performance Certificates of Butterfly valves, out of the supplies as detailed under clause 4.00 (1), in successful use for a minimum period of one year to fulfill this requirement the tenderer shall submit copies of Performance Certificates & statement showing details of performance certificates submitted in the format annexed as Annexure A-2 herewith.
- (ii) Tenderers who had manufactured and supplied Butterfly valves of required size and pressure rating or more in Irrigation Department, U.P need not to submit the information as required in clause 4.00(2)(1). However, their performance shall be evaluated on the basis of their past supplies at the departmental level on the basis of information available till such time of evaluation and in case performance of their past supplies is found unsatisfactory or wanting, their Technical Part "B" shall be primarily rejected on this ground only and no further evaluation of Technical Part "B" shall be done. Tenderer may please note that their consideration in earlier tender in the department shall not be a basis of their claim in this tenders.

( **AMARNATH GUPTA** )

Superintending Engineer ( EQ-I )

Central Equipment & Stores Procurement Organisation,  
Irrigation Department, U.P. Lucknow.

**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SCHEDULE OF PRICES & QUANTITIES**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM &**  
**1220MM, CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES**  
**1220 MM**

(To be filled in and returned with the tender)

Sl. No	Tendered Item	Quantity In Nos.	Ex-works Prices (Rs./unit)	Excise Duty (Rs./ unit)	Central Sales Tax/ VAT (Rs./unit)	Packing, Forwarding, Transit Insurance & Freight charges Up-to Pump Canal store/site (Rs./unit)	Total Landed F.O.R. Destinatio n Prices (4+5+6+7) (Rs./Unit)
1	2	3	4	5	6	7	8
1.	<b>Manufacture &amp; supply of following items</b> <b>(1) CAST IRON SLUICE VALVES</b> conforming to IS:14846:2000 and departmental technical specification of following size :- <b>A- 300 mm dia. for TUDIYAR PUMP CANAL</b> <b>B- 450mm dia for: KOTHIGHAT PUMP CANAL</b> <b>C-1220mm dia for: GYANPUR PUMP CANAL</b>	<b>04</b> <b>04</b> <b>03</b>					
2	<b>(2) CAST STEEL REFLUX VALVES</b> conforming to IS:5312 (PART-2): 1986 and departmental technical specification of following size :- <b>A- 1220mm dia for: GYANPUR PUMP CANAL</b>	<b>03</b>					
3.	<b>(3) CAST IRON BUTTERFLY VALVES</b> Conforming to IS:13095:1991 and departmental technical specification of following size:- <b>A- 1220mm dia for: GYANPUR PUMP CANAL</b> Technical specifications annexed with tender documents.	<b>03</b>					
	<b>TOTAL</b>						

Discount other than Prompt Payment Discount, if any.....

Note:- (i) Total Landed FOR Destination Prices shall be calculated taking into account of the component noted in column 4, 5, 6 & 7 and in case of any difference between the Landed Prices quoted by firm and Landed Prices as calculated, the later prices shall be taken as final.

(ii) Excise Duty will be admissible only on those items for which tenderer is original manufacturer.

(iii) Any Statutory Tax other than mentioned above shall be paid extra as stipulated in clause 7 of special conditions of the tender/contract.

(iv) ½ % Prompt Payment Discount shall be applicable as per clause 34 of special conditions of the tender/contract

(Signature of the tenderer along with Seal Of Contractor)



Schedule- "AA"

**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-2011**

**SCHEDULE OF SUPPLIES**

**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM & 1220MM, CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM**

Sl. No.	Tendered Item	Quantity (Nos.)	Destination pump canal where valves are to – be supplied	Name of Consignee
1	2	3	4	5
	<p><b><u>Manufacture &amp; supply of following items</u></b>  <b>(1) CAST IRON SLUICE VALVES</b>  conforming to IS:14846:2000 and departmental technical specification of following size :-  <b>A- 300 mm dia. for TUDIYAR PUMP CANAL</b>  <b>B- 450mm dia for: KOTHIGHAT PUMP CANAL</b>  <b>C-1220mm dia for: GYANPUR PUMP CANAL</b></p>	<p><b>04</b></p> <p><b>04</b></p> <p><b>03</b></p>	<p>TUDIYAR PUMP CANAL , Allahabad (U.P.)</p> <p>KOTHIGHAT PUMP CANAL, Varanasi, (U.P.)</p> <p>GYANPUR PUMP CANAL Allahabad (U.P.)</p>	<p>Executive Engineer, M.L.C.D. Allahabad</p> <p>Executive Engineer, M.L.C.D. Varanasi</p> <p>Executive Engineer, L.I.C.D. Varanasi</p>
	<p><b>(2) CAST STEEL REFLUX VALVES</b>  conforming to IS:5312 (PART-2): 1986 and departmental technical specification of following size :-  <b>A- 1220mm dia for: GYANPUR PUMP CANAL</b></p>	<p><b>03</b></p>	<p>GYANPUR PUMP CANAL Allahabad</p>	<p>Executive Engineer, L.I.C.D. Varanasi</p>
	<p><b>(3) CAST IRON BUTTERFLY VALVES</b>  Conforming to IS:13095:1991 and departmental technical specification of following size:-  <b>A- 1220mm dia for: GYANPUR PUMP CANAL</b></p>	<p><b>03</b></p>	<p>GYANPUR PUMP CANAL Allahabad</p>	<p>Executive Engineer, L.I.C.D. Varanasi</p>

**( Amar Nath Gupta )**

Superintending Engineer ( EQ-I )  
Central Equipment & Stores Procurement Organisation,  
Irrigation Department, U.P. Lucknow.

**TENDER FORM**  
**IRRIGATION DEPARTMENT, U.P LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM & 1220MM,**  
**CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM**

From,

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

(Tenderer)

To,

**The Superintending Engineer**  
**Central Equipment & Stores Procurement Organisation,**  
**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 annexed General Conditions of Contract Form "B", Constituents of Tender Offer, Special Conditions Of Contract/ Tender, Detailed Technical Specifications and Technical Conditions, Form of Agreement for Validity Commitment of Offer and Schedule of Prices & Quantities "A" 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 **Four Months** from the date fixed for opening of Commercial Part "C" of tender, which 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 **Four Months** from the date of opening of Commercial Part "C" of tender, and also to the condition that if the tenderer withdraws his proposal within the said period, the Earnest Money deposited by him be forfeited.

3. A sum of Rs.....in the form of.....(Earnest Money) has been forwarded to The Superintending Engineer, Central Equipment & Stores Procurement Organisation, Irrigation Department, U.P., Lucknow, duly pledged in his favour, the full value of which, if required, may be retained by the Governor against the Earnest Money as specified in clause-2.0 of the Special Conditions of Contract /Tender if my/our tender is accepted.

4. I/We hereby undertake and agree to execute a contract in the form of Agreement/Contract annexed hereto in accordance with the conditions of Tender/ Contract, if my/our tender is accepted.

5. 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.....2010.

Yours faithfully,

(Signature of Tenderer in full)

Name.....

**FORM OF AGREEMENT FOR VALIDITY COMMITMENT**  
**IRRIGATION DEPARTMENT, U.P LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM & 1220MM,**  
**CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM**

Tender for .....

Tender Notice No & Date .....

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

In Consideration of the Government Of Uttar Pradesh having treated the Tenderer to be an eligible person whose tender may be considered, the Tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within **four months** from the date of opening of Commercial Part of tender, also to the condition that if thereafter, the Tenderer does withdraw his proposal within the said period, Earnest Money deposited by him may be forfeited.

Signed this.....day of .....2008.

Signed By  
(Witnesses)

Signed By  
(Tenderer)

1.....

.....

2.....

Name.....

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

**IRRIGATION DEPARTMENT, U.P LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM & 1220MM,**  
**CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM**

**CONTRACT/ AGREEMENT**

**This Contract/ Agreement** made on the.....day of..... 2010 between ..... (Hereinafter referred to as "The Contractor") of the one part and **the Governor of Uttar Pradesh** (hereinafter called "The Purchaser") on the other part.

**Whereas**, the Purchaser requires **04 NOS. CAST IRON SLUICE VALVES 300 MM FOR TUDIYAR PUMP CANAL, M.L.C.D.ALLAHABAD, 04 Nos. CAST IRON SLUICE VALVES 450 MM FOR KOTHIGHAT PUMP CANAL, M.L.C.D. VARANASI, 03 NOS CAST IRON SLUICE VALVES 1220MM FOR GYANPUR PUMP CANAL, L.I.C.D. VARANASI AND 03 NOS. CAST STEEL REFLUX VALVES 1220 MM & 03 NOS. CAST IRON BUTTERFLY VALVES 1220 MM FOR GYANPUR PUMP CANAL, L.I.C.D. VARANASI** in Irrigation Department Uttar Pradesh as specified in the General Conditions of Contract Form "B", Special Conditions of Contract, Constituents of Tender Offer, Detailed Technical Specifications & Technical Conditions, Schedule of Prices & Quantities "A", 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 Sri.....Superintending Engineer, Central Equipment & Stores Procurement Organization, 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 manufacture and supply of **04 NOS. CAST IRON SLUICE VALVES 300 MM FOR TUDIYAR PUMP CANAL, M.L.C.D.ALLAHABAD, 04 Nos. CAST IRON SLUICE VALVES 450 MM FOR KOTHIGHAT PUMP CANAL, M.L.C.D. VARANASI, 03 NOS CAST IRON SLUICE VALVES 1220MM FOR GYANPUR PUMP CANAL, L.I.C.D. VARANASI AND 03 NOS. CAST STEEL REFLUX VALVES 1220 MM & 03 NOS. CAST IRON BUTTERFLY VALVES 1220 MM FOR GYANPUR PUMP CANAL, L.I.C.D. VARANASI** in Irrigation Department Uttar Pradesh for the sum of Rs.....up on 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 and executed 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)**

**Signed By**  
**(For & On Behalf Of The Purchaser)**

In Presence of

In Presence Of

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

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

**FOR EARNEST MONEY**  
**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 up to prescribed limit).

To,  
The Superintending Engineer,  
Central Equipment & Stores Procurement Organisation,  
Irrigation Department, U.P  
Lucknow.  
(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 an unregistered partnership firm (hereinafter called the Tenderer) has/have in response to your tender notice against tender enquiry No. .... for manufacture and supply of ..... offered to supply and execute the works as contained in the offer intended to be submitted by Tenderer letter No/ offer No. .... dated .....

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

And whereas we ..... (Name of the Bank) have at the request of the Tenderer 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©, below the aforesaid tender of the tenderer 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 tenderer may subsequently agree and if the tenderer 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 tenderer 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 tenderer.
- (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 tenderer.
- (c) That this guarantee shall commence from the date hereof and shall remain in force till the tenderer, 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 of ..... from 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 'Tenderer', '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)

**IRRIGATION DEPARTMENT, U.P. LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM & 1220MM,**  
**CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM**

**(To be filled in and returned with the tender)**

Sl. No	Brief Description Valves type, Size and Pressure rating	Name of Agency Issuing Supply Order	Supply Order No. and Date	Date of Delivery	Remarks
1	2	3	4	5	6

Note: -Copies of supply orders and invoices may also please be enclosed as a proof of supplies actually made.

(Signature of the tenderer along with Seal Of Contractor)

**IRRIGATION DEPARTMENT, U.P LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM & 1220MM,**  
**CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM**

**(To be filled in and returned with the tender)**

Sl. No	Brief Description Valves type, Size and Pressure rating	Reference of Supply Order i.e. No. & Date against which Performance Certificate is given	Name of Authority issuing Performance Certificate	Reference of letter of Performance Certificate i.e. No. & Date
1	2	3	4	5

Note: -Copies of supply orders and invoices may also please be enclosed along with performance certificates as a proof of supplies actually made.

**(Signature of the tenderer along with Seal Of Contractor)**

**ANNEXURE-1****Details of Foundry as required in Technical Specifications:-**

Sl. N	Vendor's reference	Brief Description of material casted	Weight of Single piece of casting carried out	Year of Supply	Remarks
1	2	3	4	5	6

Company Seal

Signature  
Designation



**IRRIGATION DEPARTMENT, U.P LUCKNOW**  
**CENTRAL EQUIPMENT & STORES PROCUREMENT ORGANISATION, LUCKNOW**  
**SHORT TERM TENDER NOTICE No. EQ- 1074/2010-11**  
**FOR MANUFACTURE AND SUPPLY OF CAST IRON SLUICE VALVES 300 MM, 450 MM & 1220MM,**  
**CAST STEEL REFLUX VALVES 1220 MM & CAST IRON BUTTERFLY VALVES 1220 MM**

**CHECK - LIST**

Sl. No.	Tender Conditions	Reference page no
<b>1.</b>	<b>2.</b>	<b>3.</b>
1.	All the tender documents signed or not , if yes ,then the reference of page No.	
2.	Power of Attorney submitted , if yes, then the reference of page No.	
3.	Tender Form, duly filled & signed submitted, if yes, then the reference of page No.	
4.	Agreement (for validity commitment) in prescribed proforma submitted , if yes, then the reference of page No.	
5.	Technical Literature submitted, if yes, then the reference of page No. Data: Performance Curves of Valves: Drawing: Data & Catalogue:	
6.	Industry's Registration with DGS&D/NSIC/Director's of Industries of the state/S.S.I.C. of the states /Govt. of India as original manufacturer of the valve submitted, if yes, then the reference of page No.. Tenderer shall submit the following: Name of institution registering the firm: Registration no.: Its validity: Item for which firm is registered:	
7.	Information regarding Firm's Technical /Financial Capability. The tenderer shall specifically mention in their offer regarding: (Ref. of page no.) (a) Annual and monthly Manufacturing capacity of Sluice/ Reflux valves (b) Details of pending orders of Sluice/Reflux valves at the time of submitting the tender. (c) Annual turnover of last 3 years duly verified by the Statutory Auditor or Chartered Accountant of the firm.	
8.	List of Plant and Machinery and Testing Equipments submitted or not, if yes , then the reference of page No.	
9.	Firm's ISO: 9001 certificate submitted or not, if yes, then the reference of page no.	
10.	Quality Assurance System submitted or not, if yes, then the reference of page No.	
11.	(1) Details of Supplies made to Government Department/ Government Undertakings for being eligible for consideration along-with copy of supply orders & invoices (Ref. of page no.) (2) Performance Certificate in respect of supplies referred above (Ref. of page no.)	

( Seal and Signature of tenderer along with seal of contractor)

**FOR PERFORMANCE SECURITY**  
**FORM OF BANK GUARANTEE BOND**

In consideration for the Governor of Uttar Pradesh (hereinafter called "The Government") having agreed to exempt.

(hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of any Agreement based on acceptance letter dated\_\_\_\_\_made between \_\_\_\_\_and \_\_\_\_\_ (hereinafter called the said "Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.\_\_\_\_\_(Rupees\_\_\_\_\_only) we,\_\_\_\_\_ (hereinafter referred to as "the bank") at (indicate the name of the bank) the request of \_\_\_\_\_/Contractor(s)/do hereby undertake to pay to the Government an amount not exceeding Rs.\_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating there to our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We\_\_\_\_\_ (indicate the name of bank) further agree that the guarantee herein shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or filed\_\_\_\_\_Office/Department\_\_\_\_\_ certificate that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on/before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We\_\_\_\_\_ (indicate the name of bank) further agree with the 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 conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government of Uttar Pradesh to the said Contractor(s) or by any such matter or this whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).

7. We \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_

(Indicate the name of bank)