

# REQUEST FOR PROPOSAL

Name of the Work: "Design, supply, Installation, commissioning of Water Fountain at Gandhi Park by Municipal Corporation Saharanpur, UP, on behalf of Saharanpur Smart City Limited Under SCM.



MUNICIPAL CORPORATION SAHARANPUR  
(UTTAR PRADESH, INDIA)

**Employer:- SaharanpurMunicipal Corporation**  
NagarNigam, Saharanpur-  
Telephone: 0522-

Email:

#### DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Municipal Corporation Saharanpur, UP or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the bidder consultant/ contractor/ developer/ Manufacturer/ Supplier etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The MCS and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability

or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The MCS also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP. The MCS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the MCS reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MCS or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the MCS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Municipal Commissioner  
Municipal Corporation Saharanpur  
(UTTAR PRADESH, INDIA)

Letter no. MCS/2023-24/

Dt.

#### NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Municipal Commissioner, Municipal Corporation Saharanpur invites Item Rate Bids for the work mentioned below through -Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in two Bid systems (Part-I: General & Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP. Bidders can participate in the tender after registering them on E-tendering portal <http://etender.up.nic.in>. Bidder can download the RFP from <http://etender.up.nic.in> after paying the tender cost through online payment in the name of Municipal Corporation Saharanpur. A/C No.: \_\_\_\_\_ Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ IFSC Code: \_\_\_\_\_. Bidder will have to upload the scanned copy of transaction slip along with technical bid, failing this; the Bid is liable to be rejected. The Bidder should deposit the Earnest Money online in above mentioned account number or in the form of Bank Guarantee in name of Municipal commissioner, Municipal Corporation Saharanpur. The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrolment (Digital Signature Certificate) under e-procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact Municipal commissioner, Municipal Corporation Saharanpur.

S No	Name of the Work	Earnest Money Tender Fee with 18% GST	Work Completion Period
1	Design, supply, Installation, of Fountain under "Municipal Corporation"	-----/-	2 MONTHS

## Time Schedule for Bidding

S No	Description	Critical Dates
1	Upload/ Publish RFP	
2	Bid start Date/ Time FRP	
3	Bid Closing Date/Time FRP	
4	Technical Bid Opening Date/Time	
5	Financial Bid Opening Date/Time	

1. Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website <http://www.municipalcorporationsaharanpur.in> (for view and download only).

2. Subsequent corrigendum, if required, shall appear in these websites.

3. Authority reserves the right to reject any or all the tenders without assigning any reasons

4. Contractor who want to participate in bid must register themselves on <http://etender.up.nic.in>

5. For any other queries, please contact Executive Engineer, Municipal Corporation Saharanpur. Also, for Any Further queries, the bidders are advised to send an email to: \_\_\_\_\_

Municipal Commissioner  
Municipal Corporation Saharanpur



## 1. Executive Summary

Municipal Corporation Saharanpur under the prestigious Municipal Corporation Mission of Government of India has prepared a detailed project Report (DPR) on installation of Water Fountain work at Gandhi Park at Specific area. Saharanpur is one of the foremost popular places in the state of Uttar Pradesh. There are many historical Temples. Hence, The Water Fountain work at Gandhi Park will not only enhance the beauty of the historic places but will also help in increasing tourism.

The detailed Project Report covers an introduction to the project, background of the city, proposed Water Fountain work at Gandhi Park with cost estimate, proposed locations, Maintenance aspects, Cost of proposed system.

### 1.1. Benefits of Water Fountain work at Gandhi Park

Water Fountain work at Gandhi Park is starting to see a significant increase in popularity with this innovative technology used to light up the fountain on the outside of a road to draw attention. A professional installation has the ability to be unobtrusive, discreet, and gives complete precision to light up the area to match the specific needs. Fountains are one of the emerging trends in entertainment industry worldwide. Water adds an extra sparkle to the Park.

#### A) Better visibility of Water Fountain work at Gandhi Park

Water Fountain work at Gandhi Park, the aesthetic and beauty of a structure can increase. Water Fountain work at Gandhi Park is the essential aspect of architectural design that attracts residents and visitors.

#### B) Increase in Ambiance Safety

Water Fountain work at Gandhi Park helps to localize an area and provide a moment of the country, and it also plays a key role in the architectural expression.

The purpose of Water Fountain work at Gandhi Park is in the area to make it more attractive & interesting to tourists, has the following purposes:

- To create visual aspects in the city
- To increase Area's value
- To emphasize architecture
- To attract attention and tourists

## 1.2 Proposed Water Fountain work at Gandhi Park

In this era of ultra-connectivity, there is a growing demand for cities to become safer, more efficient and more innovative. There are requirements to transform the urban landscape into hyper-connected smartscapes that empower communities to fuel people's neighborhoods, communities and lives. Municipal Corporation is committed to working for the benefit of the residents of Saharanpur and tourists with planned implementation of development schemes and consistently striving to take Saharanpur to higher levels of progress. To meet its objective, Municipal Corporation is envisaged to deploy Water Fountain work at Gandhi Park at Municipal Corporation area. These Water Fountain work at Gandhi Park will be located at specific location (Gandhi Park). The purpose of the Water Fountain work at Gandhi Park is in the Beautification outside the area to make it more attractive & interesting to tourists.

### a) Low-Cost And Eco-Friendly

The purpose of Water Fountain work at Gandhi Park relies on the Selected PUPainted which run on a lot looking different compared to the other materials, incandescent, or fluorescent alternatives. This means they are cheap, use an amount much more friendly to the environment. Plus, this is a more modern technology that has the ability to provide a longer life.

environ-

### b) Less Maintenance

The long life Water Fountain work at Gandhi Park means the amount of time and effort invested in maintenance is significantly. The low-cost and minimal maintenance means these types of lights are usually preferred in large-scale applications, such as structural lighting.

### c) Projection Range

d) of Water Fountain work at Gandhi Park

e) Easy to Control

of Water Fountain work at Gandhi Park suited for lighting because of the complete ease in control. By connecting the lights to a series of drivers and controllers, it is a very simple process to turn the lights on and off, as well as making adjustments to the intensity and color.

## 1.3 Estimated cost of the proposed project

The project cost for Designing, Supplying, Installation, Testing and commissioning of Water Fountain work at Gandhi Park is Below in cr. including Maintenance.

#### **1.4 Project Period**

Estimated period for project implementation for Supplying, Installation, Testing and Commissioning of Water Fountain work at Gandhi Park shall be 2 months and Maintenance period of One (1) Years.

#### **1.5 Introduction**

The focus is on sustainable and inclusive development and the idea is to look at compact areas, create a replicable model which will act like a Patriotism to the country. It is meant to set an example that can be replicated both within and outside the Municipal Corporation, catalysing the creation of Municipal Corporation in various regions and parts of the country. The core infrastructure elements in a Municipal Corporation would include:

- a) Adequate water supply,
- b) Assured electricity supply,
- c) Sanitation, including solid waste management,
- d) Efficient urban mobility and public transport,
- e) Affordable housing, especially for the poor,
- f) Robust IT connectivity and digitalization,
- g) Good governance, especially e-Governance and citizen participation,
- h) Sustainable environment,
- i) Safety and security of citizens

#### **1.6 Municipal Corporation**

Municipal Corporation integrates four key services: infrastructure services (transportation, utilities, public safety, and environment), Citizen Services (access and participation), City services (city information, planning and development) and Business services (supportive services for local commerce).

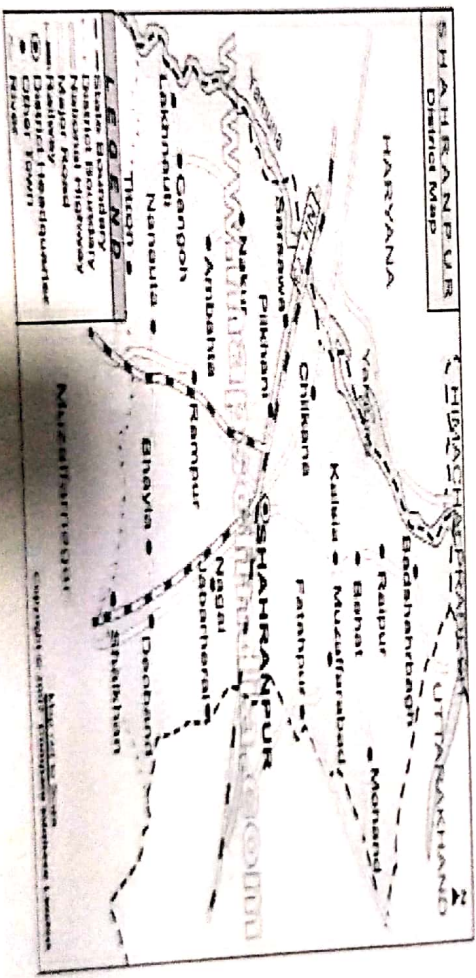
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(access and participation), city services (city information, planning and development) and business services (supportive services for local commerce).

### 1.7. Geographical location

Saharanpur is a district and a city in the northern Indian state of Uttar Pradesh. The city is located around 106 miles (172 km) southeast of New Delhi. As of the census of 2011, the city had a population of 9,721, of which 41% male and 59% female. The sex ratio is 887 females for every 1,000 males, and an illiteracy rate of 72.03%, respectively. Saharanpur has one of the good agro-based industries in India. e. Saharanpur city is divided into 86 municipal wards and many more selected out of them.

Figure - Location Map

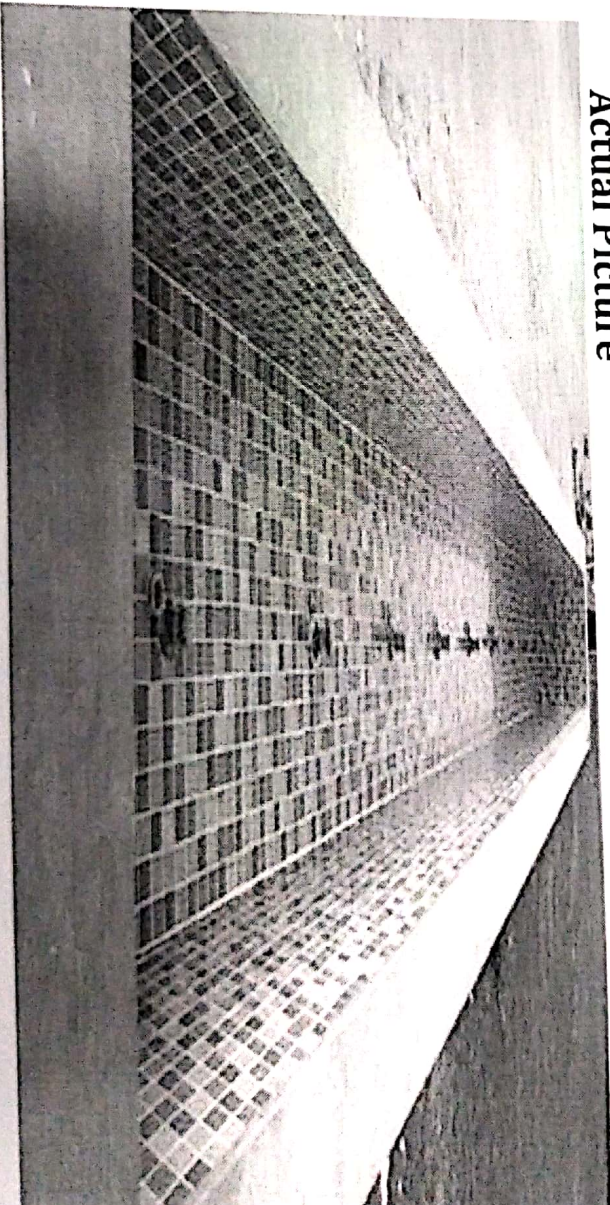


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Actual Picture

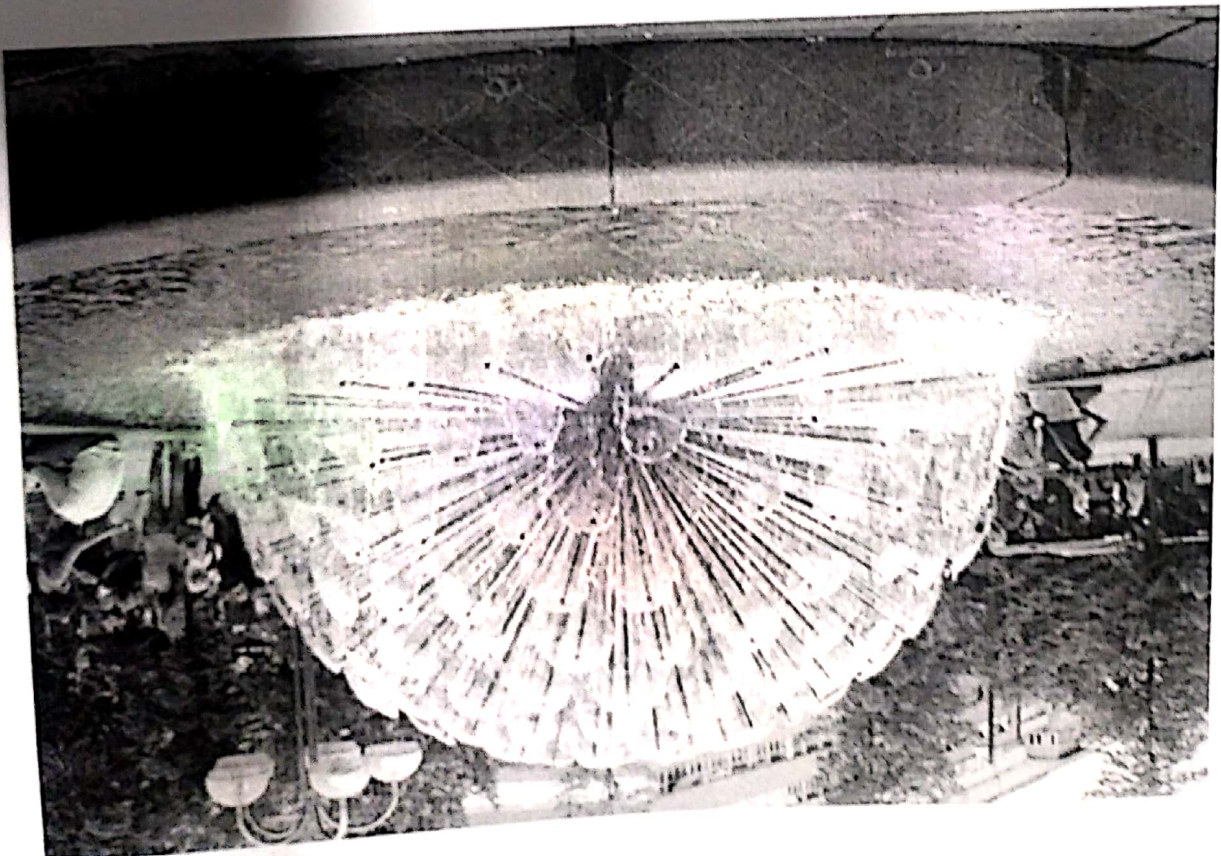
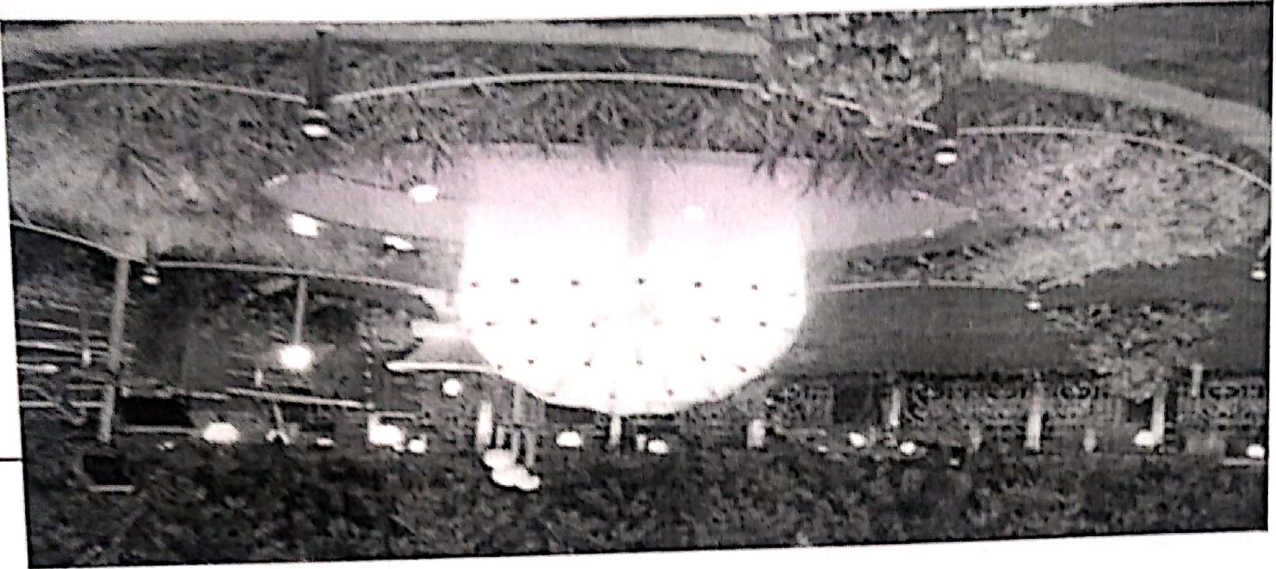


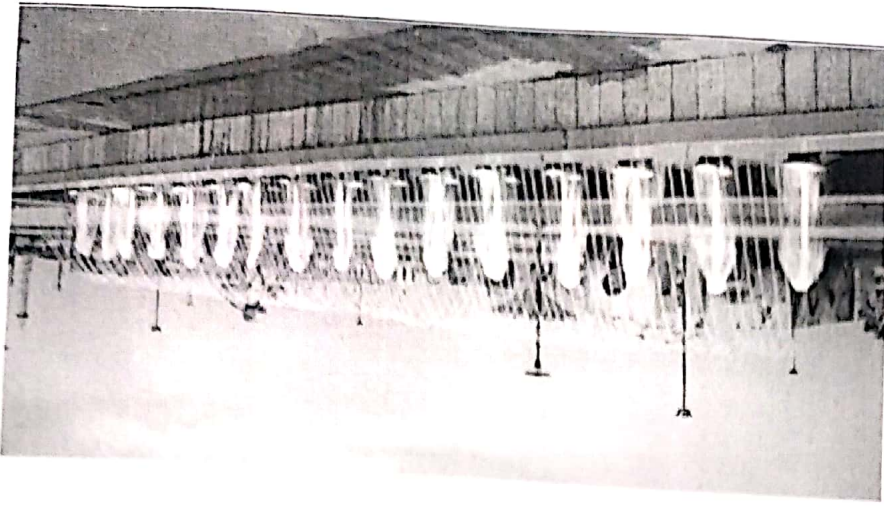
Pool after Fixing Glass  
Mosaic Tiles

4

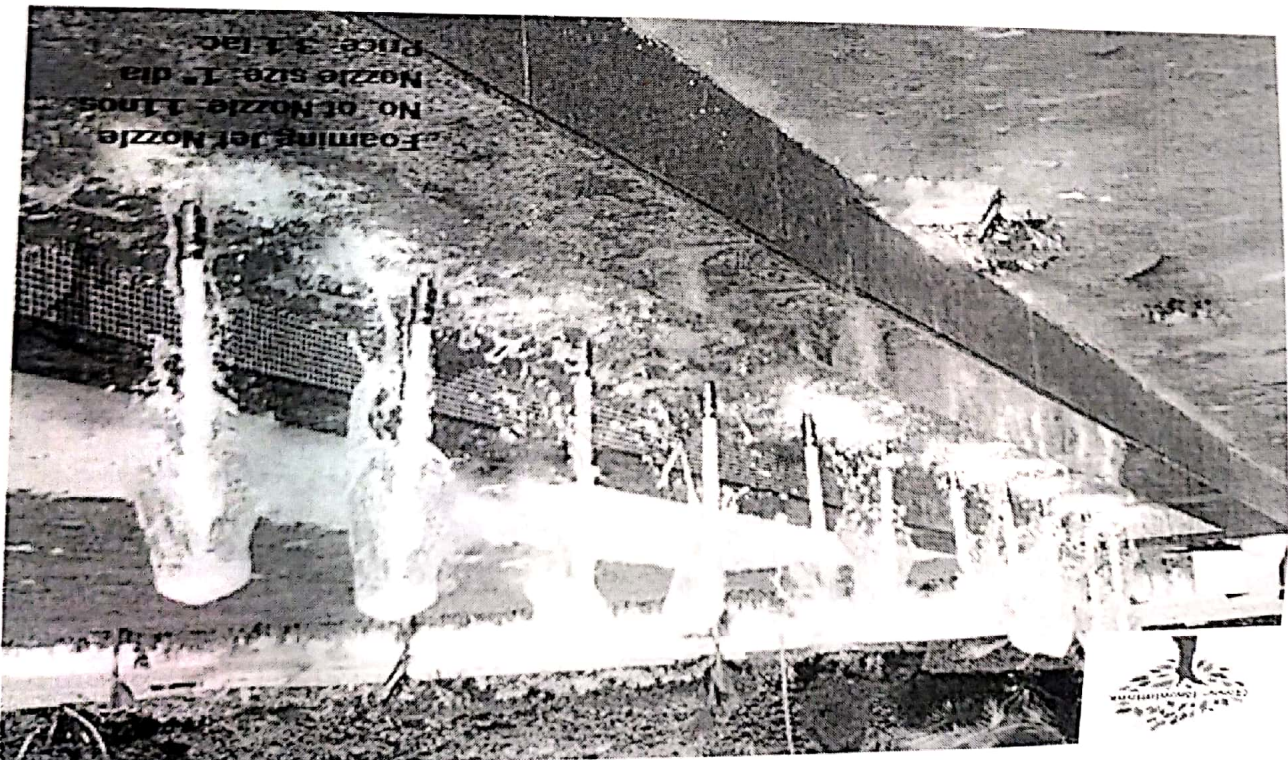
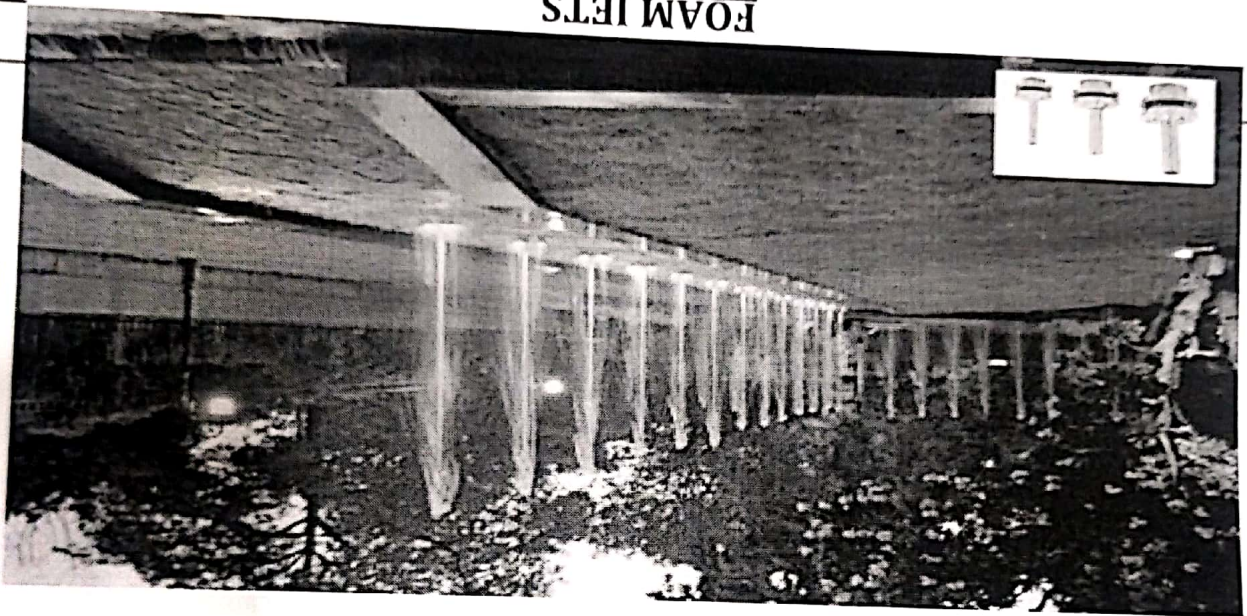
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Half Ball Fountain





**FOAM JETS**

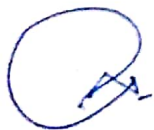


Foaming Jet Nozzle  
No. of Nozzle - 1 Nos.  
Nozzle size - 1" dia  
Price - 1 Lac



**RFP PART- 1 SECTION-I**  
**SHORT TERMS AND DEFINITIONS**

1. The words "Municipal Corporation, Saharanpur, "MCS", or "Employer" mentioned in the RFP shall mean explicitly/implicitly, Municipal Corporation, Saharanpur represented through its Municipal Commissioner and shall also mean other official(s) concerned of mcs formally or informally declared/advised/instructed by Municipal commissioner to act and perform the duties of BSC on behalf of, Municipal commissioner" for any parts(s)/Portion(s) of the work or for the whole work. The word, MCS shall also mean the various, committees of MCS.
2. "Bidder" means an entity submitting the proposal.
3. "Govt." or Govt. of Uttar Pradesh OR Urban local bodies or any other Dept." or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/IMPLIED from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
4. After the tender is finalized and accepted the words/ expression; selected bidder, selected contractor, selected agency, contractor, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as "contractor".
5. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
6. The words, "work", "Work" and "works" shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the contractor during the defect liability period of 180 days from the date of completion of the original works.
7. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
8. "Last one financial year" means one consecutive financial year out of 2021-22 OR 2022-23.



**RFP PART-1: SECTION-II**  
**Detailed Tender Notice**

Bid shall be submitted in 2 separate parts:

1. Technical Bid
2. Financial Bid

Eligibility criteria (Technical and Financial) for the Bidders intending to participate, Bidder shall fulfill the following Eligibility Criteria:

**a. Technical Eligibility Criteria**

1. The Bid Security is provided;

2. All forms are submitted in the prescribed formats and signed by the Authorised signatories;

3. Power of Attorney(s), if applicable, is executed as per Applicable Laws;

4. GST Registration, PAN Card, Labour Department registration certificate required.

5. Bidder should upload the technical staff details on Rs. 100/- stamp paper

6. Bidder shall submit A-Class Electrical License issued by UP Government.

7. Bidder Should have upload minimum Solvency of Rs 20 lakh which should be approved by District Magistrate/any Govt Bank only.

8. Bidder should upload non-Blacklist at any govt & Private department on the Stamp of 100 rs.

9. Bidder should upload the technical Tools detail on Stamp.

10. Bidder should have to upload Turnover Certificate, Min Turnover of last 3 Year with minimum 1/3rd estimate value.

11. Bidder should have upload similar nature of the work Experience Certificate

12. Bidder should have to upload authorization certificate Led light manufacturer

13. 3 year operational and maintenance will be done by the firm without any additional Cost.

14. Tender fees 4500+ 18% GST = 5310 rs. (DD Unredeemable) In the Name Of Account officer Nagar Nigam Saharanpur.

15. Security 590000/- rs. (FDR) In the Name Of Account officer Nagar Nigam Saharanpur.

The bidder shall endorse all above required certificate with Authorised Singnature.

**RFP PART-1: SECTION-III  
INSTRUCTIONS TO BIDDERS**

1. Bid documents consisting of RFP are available on the -procurement website i.e. <http://tender.up.nic.in/> for view, download and bidding) and in websites [www.saharapur.nagarigam.com](http://www.saharapur.nagarigam.com) (for view only).
2. As stated above, it is a two bid (Part I: General and Technical bid, Part II: Financial Bid) e- procurement Proposal of MCS. As per the corresponding guidelines of Govt. of Uttar Pradesh, each on line Part- bid, along with list of enclosures should be uploaded in the offer along with the checklist. Complete address, contact details, email address, website address, etc. must be there on the letter head for easy and fast communication, legible scanned copies of valid contractor's Registration Certificate (License) (save as mentioned at above), EPF Registration, GST No., PAN CARD, Earnest Money Deposit (EMD)/Bid security, and cost of tender Documents (non refundable).

3. Earnest Money Deposit: the value of EMD as mentioned in Tender Document) Limited, Lucknow. After tender opening, The MD of the unsuccessful bidders will be returned to account provided by the bidder during the registration on - tendering portal under beneficiary Account number. Earnest money in the form of cheques or any other form except above will not be accepted. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid. EMD of the successful bidder shall be adjusted with the security deposit.
4. Regarding submission of original documents as a prime component of Part- bid, the following instructions are to be followed. The intending bidders should submit their bid only through e-tendering and on-line Mode.

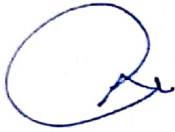
5. The on-line technical bids received shall be opened at ----- PM on Dt.-----in the office chamber of the Municipal Commissioner before Tender Evaluation Committee. If the same could not be opened on Dt----- 1. For any reason beyond the control of MCS, then the same shall be opened on the next official working day at 3:00 PM onwards.

6. Each received bid, if otherwise not rejected, shall remain valid for a period of 120 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and MCS.
7. Within 30 days after execution of agreement with successful bidder (RFP Part-II), the EMD(s) of the unsuccessful bidder(s) shall be refunded/ returned, preferably in the shape and manner submitted by the respective bidder(s) for the work on written request(s) and with proper acknowledgment(s).
8. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the intended works are to be executed and submit their bids accordingly.

9. In case of any inconsistency or contradiction among different clauses/ conditions/ instructions/information furnished in this tender call notice/ RFP, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the agreement to be drawn by MCS with the successful bidder, conditions to be stipulated in the agreement shall be followed for all practical purposes unless any of those condition(s) is/are found redundant/inapplicable and inconsistent with the relevant provisions, as issued and amended till the date of invitation of this tender. In case of any dispute between the selected bidder and BSCJ regarding such overriding effect, decisions of MCS shall be final and binding without prejudice to the remedies available to either parties under law of the nation (India). Intending bidders are requested to understand this condition

- thoroughly and submit their tenders accordingly. For legal dispute(s), if any, the matter shall be settled within the jurisdiction of Saharanpur Court.
10. Construction and Demolition (C& D) waste materials generated, at the respective work sites during execution of the aforesaid work should be deposited at site suggested by MCS.
  11. Unusual or unilateral interpretation (if any), of any part or whole of the RFP by any bidder and subsequently by the selected bidder, of any information /condition /provision to be laid down in the agreement (to be drawn between the selected bidder and MCS), shall be out rightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/ correspondence(s) on the same form MCS, shall be treated as violation(s) of the terms and conditions of this RFP/agreement and hence, action as deemed fit by MCS shall be taken against such bidder(s) or contractor. Under such circumstance(s), MCS shall resort to any procedure deemed fit for execution/completion of the work no claim in any manner by any bidder or the contractor shall be entertained/ accepted by MCS.

Municipal commissioner  
Municipal Corporation, Saharanpur



**RFP PART- 1: SECTION -IV**  
**GENERAL CONDITIONS OF THE RFP/CONTRACT**

1. **GST number required:** The bidder should have a valid GST number. Failure to comply with this instruction shall render his/her/there bid incomplete and shall be rejected with other punitive action against the said as deemed fit by MCS. In any change or amendment made by the Government will be applicable according the instructions.
2. **Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by MCS that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then MCS may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s) , as MCS may decide just & proper for completion of the procedure(s).The result(s)of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
3. **No Claim for Bidding/Cancellation of Tender, etc.:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
4. **Understanding the RFP Before Bidding:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (RFP Part-II), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The tender amount accepted by MCS with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
5. **Work Program:** The selected bidder shall submit construction schedule during signing of the agreement. The same shall be approved with necessary modifications, if any, by MCS. However, MCS shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the selected bidder to abide by such changes in construction schedule/bar chart as per direction of MCS. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the MCS.
6. **Urgent work:** If any urgent work in the opinion of MCS becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer In-Charge may be his own or through other agency carry it out, as he may consider necessary. All incurred on it shall be recoverable from the contractor or shall be adjusted against any sum payable to the contractor.



7. **Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to MCS for information. In case of failure to notify the change(s) within 15 days, MCS may, by notice in writing, rescind the contract and the security deposit of the contractor shall, there upon, stand forfeited and be absolutely at the disposal of MCS and, the same consequences shall be ensured as if the contract had been rescind thereof and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.

8. **Period of Contract:** The tender for "Design, Installation and Operation of Fountains with 3 year of Defect Liability Period after Execution of work.

The successful bidder(s) shall execute an agreement/contract for the fulfillment of the contract on non-judicial stamp paper of appropriate value in the format enclosed, within ten days from the date of issuance of work award letter on acceptance of the tender.

The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.

The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the MCS and forfeiture of security deposit with MCS.

#### 9. Security Deposit/ Performance Security

The Successful bidder shall furnish 10% of Security deposit at the time of signing the agreement which Includes EMD deposited along with the bid submission through FDR or Bank Guarantee or online Transfer.

(a) Security deposited shall be retained by the MCS till the completion of the project.

(b) 10% of security deposited will be released by MCS after successful completion of one year of defect liability period.

#### 10 Payment and release of the Funds

- a) Payment shall be released as per the progress of the work. Contractor shall raise first running bill after approximately 50 % of the work done.
- b) Other running bills shall be raised by contractor as per the progress of the work.
- c) Final bill will be raised after the completion of the work in all respect.
- d) After the completion of the work the contractor is liable for 3 year Defect Liability Period from the date of issuance of completion certificate from the concerned Department.
- e) Operation and Maintenance payment shall be released after the successfully completion of the O&M of said year.
- f) If the contractor fails to maintain the project in satisfactory manner then MCS is free to engage another agency to do the work at the risk and cost of the contractor.

#### 11 Custody of Materials

The contractor shall be responsible for safe custody of his/her/their materials at the work sites and

MCS will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this RFP/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of LSC or of any other agency/organization engaged/allowed by MCS, available/to be made available/going on/to be started, at or in connection with the work, failing which MCS shall adopt any action deemed fit against the contractor with a view to continuing and completing the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to MCS in required shape and manner or till, MCS takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till MCS declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by MCS.

## 12. Supply of Materials

- i. The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of BIS specifications and Codes of Practices or in their absence to other specifications as may be decided by MCS. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by MCS. In the event of there being no specifications born in the SOR of Uttar Pradesh for the items required for the work whether included in the Financial Bid or not, such items of the work shall be carried out by the contractor in accordance with the instructions and requirements of MCS.
- ii. MCS shall have absolute authority to test the quality of materials/Equipment at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. MCS shall have the right for removal from the work sites, of all specifications and in case of default, MCS shall be at liberty to sell such materials and/or to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

## 13. Statutory Approvals and clearances

The Contractor shall be liable to undertake all statutory clearances, NOC and approvals from the relevant Local/State/Central/Other statutory authorities for undertaking and executing the project.

The Official fee for undertaking these clearances shall be paid/Reimbursed by the MCS; however, all incidental expenses shall be borne by the contractor.

## 14. Contractor to Provide and Facilitate Inspection, Safety Gear, etc.:

- i. **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders.
- ii. **Inspection:** MCS will have the right to inspect the scaffolding and centering etc. for the work and can

reject partly or fully such structure if found defective in his opinion.

- iii. **Precaution against Electrical Equipment:** Adequate precautions shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- iv. **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defense or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic/disruption of traffic.
- v. **Personal Safety Equipment:** All personal safety equipments shall be made adequately available by the contractor for use of person employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- vi. **Precautions against Fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.
- vii. **Demolition:** Before any demolition work is commenced and also during process of work;
- All roads and open areas adjacent to the work sites shall either be closed or suitably protected.
  - No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - All practical steps shall be taken to prevent danger to person employed from the risk of fire, explosion or flooding.

### 15. Fair Wages Clause

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each Labor for work done by such Labor's fair wages.

Explanation- "Fair Wage" means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages act 1948 wages at such higher rates should constitute fair wages.

MCS shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any Labor for the work done by such Labor is less than the wages described above.

### 16. Contractor to Respond for Disengagement of Unruly Labor/Personnel

MCS are to have round the clock access to the work sites during execution and defect liability period. MCS may require the contractor to remove or dismiss any Labor/representative(s) of person of the contractors found to be incompetent or ill-mannered/behaved or of doubtful background/integrity, etc., and the contractor shall comply with such requirements.

### 17. Provisions for Workman Compensation

MCS shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any

court of law for any injury/loss sustained by any workman during execution of the work. If, by order of any authority/court, MCS pays any compensation to honor and abide the order, then said amount(s) shall be recovered from the contractor.

#### **18. Contractor to Indemnify MCS**

The contractor shall take every precaution not to damage or injure life and/or property of any person/organization/entity in connection with this work. He shall indemnify and keep MCS indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of these selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the contractor shall be responsible. MCS will not assume any responsibility on this account.

#### **19. Resident Engineer(s) and Assistant(s)**

The contractor shall engage for this work with qualified and experienced Resident Engineer(s) and Assistant(s) to the satisfaction of MCS. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of MCS which will be binding on the contractor.

#### **20. Unilateral Stoppage of Work Progress**

Unilateral stoppage of work by the Contractor, without prior written permission of MCS, shall be considered as breach of contract and MCS reserves the right to take such actions as it may be deemed fit against the contractor.

#### **21. Rescission of Contract**

Subject to other provisions contained in this RFP or in the agreement, MCS may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:

- I. If the contractor having been given by MCS a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/ fail to comply with the requirement of such notice for a period of seven days thereafter.
- II. If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- III. If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of Municipal Commissioner (which shall be final and binding) he will be unable to secure completion of the work by the due date of completion and continue to do so after a notice in writing of seven days from Municipal Commissioner, MCS.
- IV. If the contractor fails to follow and comply with the relevant provisions of this RFP and/or agreement.
- V. If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion. If any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

When the Contractor has made himself liable for a cation under any of the cases aforesaid, LSCL shall

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havethepowerto rescind the contract (of which rescission notice in writing to the contractor under the hand of Municipal Commissioner shall be conclusive evidence), 20% of the value of the left over work will be realized from the contractor as Penalty in addition to other punitive measures deemed fit by MCS including debarring the contractor from participating in MCS Tenders at least for 3 years, blocking his/her/their Digital Signature Certificate (DSC) in the e-procurement portal and recommending the corresponding License Issuing Authority not to renew the license of the contractor. In case of rescission of contract, the contractor shall have no claim for compensation for any loss sustained by him by reason of having purchased or procured any materials/equipment or entered any engagement on account of or with a view to execute the work/performance of the contractor.

## 22. Black Listing

A contractor may be black listed for: -

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the state.
- f) Submission of False/fabricated/forged documents for consideration of a tender.

In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

## 23. Force Majeure

Neither the contractor nor MCS shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accidental fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof because of an act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due to the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.

## 24. Jurisdiction for Legal Dispute

That for the purpose of jurisdiction in the event of issue, if any, the contract should be deemed to have been entered in front of Municipal Corporation Saharanpur will be final authority to resolve the dispute.

## RFPPART-1:SECTION-V

### ScopeofWork

The Contractor has to Design, Supply, Installation, Commissioning of fountains at Gandhi Park Saharanpur with 1 year of Defect Liability Period under Municipal Corporation Saharanpur.

#### 1. Location:

Ghandhi Park Saharanpur



#### 2. Broad Scope

- a. Contractors are requested to visit the site prior to filing/submission and undertake self-assessment of all the necessary works as per the specification and plans including all attributes/matters related for completion of this project.
- b. The Contractor is to seek clarification prior to the submission date (where necessary), to have clarity of all the activities required to be carried out for a successful and timely completion of this project and the works which shall be carried out by the successful contractor.
- c. The contractor shall furnish all labour, material, tools and equipment necessary to complete the works as indicated or inferred in the supporting drawing package. Any item not specifically shown in the drawings or specified, but normally required to conform to the required outcome or such intent, should be considered part of the work unless identified by the contractor prior to commencement of works. The contractor shall include and price for such item in the BOQ accordingly.
- d. The works shall be completed within the scheduled time unless otherwise approved by the Client or its representatives and shall be certified by the Employer upon Practical Completion.
- e. The contractor shall submit for approval within 7 days of the issue of Letter of Award, his proposed Work Program based on the criteria of the overall schedule of works, showing the intended sequences, stages and order of proceeding with the works together with the period of time he has estimated for each and every stage of the progress including the resources and plant required.
- f. The Contractor shall prepare the "Detail Drawings" for the Project. The construction will be

Done on these drawings after the approval of MCS.

- g. The successful bidder shall also prepare 'As Built Drawings' after execution depicting the exact construction carried out on site, in soft and hard copy format. Statutory and other charges for getting various required approvals as required shall be in scope of Successful bidder.
- h. The contractor should submit a detailed timeline for scope of work to be carried out including details of the manpower deployment for the projects prior to commencing the works for approval by the Employer.
- i. The Employer or his representatives will supervise and monitor the progress of installation phase and Contractor shall provide necessary coordination.
- j. Procurement program indicating purchasing and dispatch of materials as per the implementation timelines. Shall also provide the supporting evidence for all the items delivered to the site and take possession of said items.
- k. Preparation and submission of periodical progress report for all the stages on a weekly basis. The Contractor must be aware of general and specific site conditions, topography and any existing landscape prior to commencement of any landscape works on site.
- l. The Bidder will arrange the site inspection for the client and consultant during the entire contract period.
- m. Mandatory for bidders/manufacture company In-house facility. Affidavit required in Rs 10/- stamp paper with notary for all the points mentioned below as mandatory for a manufacturer. In failure bid will be rejected.
  - 1) In-house facility to demonstrate Water Fountains
  - 2) Similar nature of work and to check the manufacturing process.
  - 3) Machinery unit.
  - 4) R&D unit
  - 5) Fabrication unit including SS fabrication machine used in fountain manufacturing.
  - 6) In-house LED lights and Panels manufacturing unit.
  - 7) In QC unit (Inspection and quality control unit.)
- n. LED Lights IP68 Certification from National Test House (Govt. of India) - Need to submit the certificates from manufacturer.
- o. The bidder/manufacture must have min. 01 work orders of similar work in a government department from last 05 years.
- p. The electricity consumption cost will be borne by MCS.
- q. The bidders/manufacture must use Aluminum/GI pipes and not PVC pipes in the installation, to have better life of the fountain structure.
- r. Taxes applicable in the BOQ will be as per the latest government Taxes policy.

**Note:** If work item is not detailed under Indian Standards, appointed contractor should refer to relevant international standard (BS or equivalent). This should be approved by Employer prior to

Commencing any work on site.

### 3. Scope of work but not limited to the following:

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Fountain to be installed according to the existing water body at Gandhi Park with Externallighting ,Outdoor Panel and Tile works in water body.

**3.1 Minimum Civil Work that need to be implemented along side the Project:**

- Pits according to fountain.
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**A. Construction and Make of Materials**

S No	Description	Qty
1	Half Ball Fountain Description Designing, supplying, Installation & Testing of Half Ball Fountain of not less than 3ft dia with not less than 36 nos of nozzles. Nozzles are made of not less than 3ft dia with not less than 36 nos of nozzles. Nozzles are made of Brass-nickel/Chrome plated. High quality All Nuts & bolts and foundation bolt along with gunmetal control valves to adjust flow pressure with manifold	2
2	<p><b>Pumpset :</b>  Supply, Installation, Testing &amp; Commissioning of Pumpset &amp; electric panel comprise of totaling 5hp mono submersible pumpset (Kirloskar/Sona/Premier Fountains' make). Submersible with grouting bolts. Special Large are mesh filter for each Pump. Filter's body made from galvanized steel &amp; filter's mesh made from stainless steel. Pump suction covered with large are mesh filter, filter body made from galvanized steel, filter mesh made from stainless steel, three phase, 380-440VAC, 50 cycle supply with foundation bolts and 3 core flat PVC flexible copper conductor double insulated submersible cable. Electric panel comprises of steel sheet paint finish enclosure with hinged front door, back-wall mounting type with provision for incoming &amp; outgoing cable entry. Panel comprises of motor main switch, contactors, overload relays, switch fuses, light sequencer, push button on/off switches, indicating lamp setc. complete with internal wiring. Lighting system shall be connected by a separate switch and fuse but shall not be energized unless pump is first switched on. switch and fuse but shall not be energized unless pump is first switched on.</p>	2
3	<p><b>Control Panel:</b>  Control Panel of 2X5HP in sheet steel paint finish enclosure with front hinged door back wall mounting type provision for incoming and outgoing cable entry, delay timer for star delta starting of motors complete with internal wiring. The electrical panel shall be protected against dust and jets of water per rating IP55 and shall have been tested and certified by a Government of India Test Laboratory. Panel comprises of motor main switches, contactors, overload relays, push button on/off switch, switch fuses, indicating lamp setc. complete with internal wiring. Lighting system shall be connected by a separate switch and fuse but shall not be energized unless pumps are first switched on.</p>	1

4	<b>LUMINARIES SYSTEM :</b> LED(RGB)27wWaterproofluminarieswitharrayofhighoutputofLEDshousedin compactenclosureofstainlesssteelbody.Toughenedglasswithelastomerseal.Special plasticcableglancompactsocketheadfastenersandmountingbracketareallof stainless steel.	12
5	<b>FOUNTAIN FOAM JETS NOZZLES &amp; MANIFOLD WITH ACCESSORIES</b> FountaincomprisesofSupplying,Installation&TestingoffoamingjetFountain.Fountain consists of 18 nos. Foaming jet with ball joint nozzles Nozzles are made of Brass-Nickel/Chromeplated.HighqualityAllNuts&boltsandfoundationboltalongwith control valves to adjust flow pressure. 20 MM	24
6	<b>FOUNTAIN FOAM JET NOZZLES &amp; MANIFOLD WITH ACCESSORIES -</b> FountaincomprisesofSupplying,Installation&TestingoffoamingjetFountain.Nozzles aremadeofBrass-nickel/Chromeplated.HighqualityAllNuts&boltsandfoundation boltalongwithcontrolvalvestoadjustflowpressure.32MM	5
7	<b>PUMPSET :</b> Designing,supplying,Installation&TestingofPumpset&electricpanelcompriseof totaling5HPmonosubmersiblepumpset(Kirloskar/Equivalent.)Panelcomprisesof motormainswitch,contactors,overloadrelays,switchfuses,lightsequencer,pushbutton onoffswitches,indicatinglampsetc.completewithinternalwiring.Lightingsystemshall beconnectedbyaseparateswitchandfusebutshallnotbeenergizedunlesspumpisfirst switched on.	2
8	<b>Control Panel:2X5HPControlPanelinsheetsteelpaintfinishenclosurewithfront hingeddoorbackwallmountingtypeprovisionforincomingandoutgoingcableentry, delaytimerforstartdeltastartingofmotorscompletewithinternalwiring.Theelectrical panelshallbeprotectedagainstdustandjetsofwaterperratingIP55andshallhavebeen testedandcertifiedbyaGovernmentofIndiaTestLaboratory.Panelcomprisesofmotor mainswitches,contactors,overloadrelays,pushbuttononoffswitch,switchfuses, indicatinglampsetc.completewithinternalwiring.Lightingsystemshallbeconnectedby aseparateswitchandfusebutshallnotbeenergizedunlesspumpsarefirstswitchedon.</b>	1
9	<b>LUMINARIESSYSTEMFORFOAMJETSFOUNTAIN-</b> Designing,supplying,Installation&Testingof27wLEDLIGHTS.Thehousing,topcoverandbrac ketareallinpolishedstainless steel,fastenersarealsostainlesssteel,Designisextremelycompact,Specialmeasures havebeentakenforprotectionofcomponentsandsealing,totallyprotectedagainst ingress ofwater	62
10	<b>Cable&amp;accessories-Designing,supplying,Installation&amp;Testingof1.5x4sqmmfor lightsandCable1.5x4sqmm200mforpumps</b>	1
11	Light controller of 27 w	4
12	SS Pump strainer	4
13	Renovation of Waterbody with Glass mosaic Tiles	1

**Note:ElectricalNetworkSystemShallbegotapprovedfromMCS beforeprocurement**

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## **and installation.**

### *A. Maintenance under DLP period of 01 year.*

- Maintenance shall be comprehensive in nature.
- Maintenance period shall be for 01 years after successful commissioning of the project.
- All the spares required for smooth functioning of the project should be in stock with the contractor.
- Maintenance includes replacement / repair of defective components and fittings, controllers, power cables and any other component of the system.
- Contractor shall also be required to provide the Maintenance manual to MCS within 30 days from the successful commissioning of the project.

### *B. Work Schedule*

The total time frame for completion of the project including successful commissioning is 60 days from the date of execution of contract agreement. The Bidders shall submit the fortnightly schedule of the project right from the date of execution of contract agreement till the successful commissioning of the project. This work schedule shall be the draft milestones to be achieved for the project. The successful bidder has to submit its detailed plan, to the satisfaction of MCS, for implementation and commissioning of the project before the execution of contract agreement.

### *M. Insurance*

The complete project shall be insured by the contractor at its own cost in the name of MCS throughout the contract period.

### *U. Warranty of all Equipments*

Warranty of all equipments should be in favor of MCS.

### *V. Facilities to be provided by MCS*

- a. Electricity shall be provided by MCS at the pump house inside the project premises. Contractor shall specify its electricity requirement to MCS.
- b. Water supply shall be provided at one point inside the project premises. Contractor shall specify its annual water demand to MCS.

### *W. Approvals*

All the approvals required for successful commissioning of the project shall be the responsibility of the Bidder/Contractor.

## **4.1 ELECTRICAL WORKS**

The contractor shall comply with all the minimum requirements of the Design and Construction of Electrical works as per the Latest Standards, Statutory requirements, National Building codes and all other relevant regulations

### **4.1.1 CODES AND STANDARDS**

The system, design, materials, equipment, installation, testing and commissioning shall, in addition to all other applicable codes and standards, comply with the latest requirements of the following standards,

codes, principles and specifications issued by Indian standards or IEC codes :-

Codes	Description
IS335	Insulating oil
IS2026	Power transformers (part I-V)
IS10028	Code of practice for selection, installation and maintenance of transformers
IS2099	Bushing for alternating voltages above 1000V
IS4257	Porcelain bushings for transformers
IS3639	Power transformer fittings and accessories
IS2705	Current transformers
IS8468	On load tap changer
IS8478	Application guide for tap changers
IS6600	Guide of loading of oil immersed transformer
IEC2544	Creepage distance for insulators & bushing congenial
IEC76	Power transformers
IEC214	On load tap changers
IEC616	Terminal and tapping markings for power transformers
IEC551	Determination of transformer and reactor sound levels.
IEC137	Bushings for alternative voltage above 1000V.
IEC354	Loading guide for oil immersed transformer
IS:3043	Code of practice for earthing.
IEEE:32	Neutral Grounding Devices, standard requirements, Terminology & procedure.
IS1271	Classification of Insulating Materials.
IS2099	Bushing for alternating voltages above 1000 V
IS2705	Current transformers
IS3202	Code of practice for climate proofing
IS3639	Power transformer fittings and accessories
IS4257	Porcelain bushings for transformers
IS11171	Dry type Transformer
IS8478	Application guide for tap changers
IS10028	Code of practice for selection, installation and maintenance of Transformers
IS1248&3107	Direct acting Electrical indicating instruments
IS2099	Bushings for alternating voltages above 1000V
IS2516	AC Circuit Breakers
IS2705	Current Transformers

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IS3156	Voltage Transformers.
IS3427	Metal enclosed switchgear and control gear for voltages above 1000V but not exceeding 11000 V
IS6875	Control switches for voltages up to and including 1000V AC and 1200V DC
IEC56	HV alternating current circuit breakers.
IEC137	Bushings for alternating voltages above 1000V
IEC298	AC metal enclosed switchgear and control gear for rated voltages above 1kV and up to and including 72.5kV.
IS2147	Degree of protection for enclosure
IS3842	Specification for electrical relays for AC system
IS2208	Specification for HRC cartridge fuse links up to 650 Volts.
IS5082	Wrought Al. and aluminum alloys, bars, rods, tube and sections for electrical purposes.
IEC694	Common clauses for high voltage switchgear and control gear standards
IS1248&3107	Direct acting electrical indicating instruments
IS2959	AC contactors up to 1000V
IS13947	AC Circuit Breakers
IS2705	Current Transformers
IS3156&4146	Potential Transformers.
IS4047	Specification for air break switches and combination fuse switch units for voltage not exceeding 1000V.
IS6875	Control switches for voltages up to and including 1000V AC and 1200V DC.
IS1822	Motor duty switches
IS12021	Specification for control transformer.
IS8623	Factory built assembly of switchgear & control gear for voltage not exceeding 1000V
IS13947(Part I)	Degree of protection for enclosure
IS3842	Specification for electrical relays for AC system
IS2208&9224	Specification for HRC fuses.
IS5082	Wrought Al. and aluminum alloys, bars, rods, tube and sections for electrical purposes.
IS4237	General requirements for switchgear & control gear for voltage not exceeding 1000V.
IS3231	Electrical relays for power system protection
IS375	Marking and arrangement for switchgear busbars, main connection and control aux. wiring.
IS5578	Guide for marking of insulated conductors.

IS3618	Pre-treatment of MS sheets for phosphatizing.
IS:4722	Specification for rotating machinery
BS:649	Performance and testing of diesel engines for general purposes.
IS4729	Measurement and evaluation of vibration of rotating electrical machines.
IS1950(1962)	Code of Practice for Sound insulation of Non Industrial Buildings.
IS8084-1976	Interconnecting bus bars for AC voltages above 1kV
IS8623(part-2)	Factory built assemblies- particular requirements of bus bar trunking systems.
IEC439(part-2)	Particular requirements of bus bar trunking systems
IS13925	Shunt capacitors for power system
IS3231	Electrical relays for power system Protection
IS2705	Current Transformers
IS1248	Direct acting electrical indicating instruments
IS2147	Degree of protection
IS5578	Marking & arrangement of switchgear, bus bars, main connection and auxiliary wiring
IS:1554(PART-I)-	PVC insulated (heavy duty) electric cables working voltage upto and including 1100V
IS:7098(PART-II)	Cross-linked polyethylene insulated PVC sheathed cables for working voltages from 3.3 kV upto and including 33kV
IS:8130	Conductors for insulated electric cables and flexible cords.
IS:5831	PVC insulation and sheath of electric cables.
IS:3975	Mild steel wires, strips and tapes for armoring of cables.
IS:2633	Methods of testing weight, thickness and uniformity coating on hot dipped galvanized articles.
IS:209	Specification of zinc.
IS:3961(PART-II)	Recommended current ratings for PVC insulated And PVC sheathed heavy duty cables.
IS:10418	Wooden drums for electric cables.
IEC:540&540A	Test methods for insulation and sheaths of electric cables and cords.

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IS:10462(PART I)	Fictitious calculation method for determination of dimensions of protective coverings of electrometric and thermoplastic insulated cables.
IS:10810(PART 58)	Oxygen Index test
IEC146	Semiconductor Converters
IEC1131-2	Programmable Controllers
IEC Publication 947, 1988	
IEC Publication 439, 1985	
IS13947, 1993	Specifications of Low Voltage Switchgear & Control Gear
IS8623, 1993	Specifications of Low Voltage Switchgear & Control Gear assemblies.
Indian Electricity Act, 1910	
Indian Electricity Rules, 1956	
National Electrical Code 1985	
EN50081-1	EMI Emissions standard
EN50082-1	EMI Immunity standard
Electrical safety	EC730-1 and CE directives effective from 1 January 1996.
IEC146-4	Methods of specifying the performance and test requirements
IEC146-5	Switches for UPS
IEC439	Low Voltage switchgear and control gear assemblies
IEC801	Electromagnetic compatibility for industrial process Measurement
IEC950	Safety of IT equipment's including electrical business equipment's
1000-2-2	Electromagnetic compatibility- Compatible levels for low frequency conducted disturbances and signaling in public low voltage power supply systems
IS3043	Code of practice's for earthing in Electrical installation.
IEEE1100	Recommended practice for powering and grounding of sensitive Electronic equipment.

#### 4. Maintenance Requirements

- The Contractor shall, at all times maintain the Project Components in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.
- The Contractor shall repair or rectify any Defect or deficiency set forth in this section within the time limit specified therein and any failure in this behalf shall constitute non-fulfilment of the Maintenance obligations by the Contractor.
- Where the Standards and Specifications for any of the above work are not given, Good Industry Practice shall be adopted to the satisfaction of the Employer's Engineer.

#### 5. Repair/Rectification of Defects and Deficiencies

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The obligations of the Contractor in respect of Maintenance Requirements shall include repair and rectification of the Defects and deficiencies specified within the time limit set forth in the RFP.

### **Other Defects and Deficiencies**

In respect of any Defect or deficiency not specified in RFP, the Employer's Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Standards and Specifications, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the Employer's Engineer.

### **Extension of Time Limit**

Notwithstanding anything to the contrary specified in this Schedule, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified below, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Employer's Engineer and conveyed to the Contractor and the Employer with reasons thereof.

### **Emergency Repairs/Restoration**

Notwithstanding anything to the contrary contained in this Schedule, if any Defect, deficiency or deterioration in the Project Components (Administrative and Business Centre) poses a hazard to safety or risk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimizing such danger.

### **Daily Inspection by the Contractor**

The Contractor shall, through its engineer, undertake a daily visual inspection of the Project Components and maintain a record thereof in a register to be kept in such form and manner as the Employer's Engineer may specify. Such records shall be kept in a safe custody of the Contractor and shall be open to inspection by the Employer and the Employer's Engineer at any time during office hours.

### **Repair on Account of Natural Calamities**

All damages occurring to the Project Components on account of a Force Majeure Event or default or neglect of the Employer shall be undertaken by the Employer at its own cost. The Employer may instruct the Contractor to undertake the repairs at the rates agreed between the Parties.



## RFPPART-1:SECTION-VI

### SPECIALCONDITIONSOFTHERFP/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between MCS & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by MCS or due to any natural calamity or labor unrest or non-availability of labor, theft of materials or any kind of or majeure situation, etc.
3. Items left blank will be deemed to have included in another item. Bidder will have to execute that item at ZERO rate.
4. If the contractor could not achieve proportionate progress with respect to time, then MCS shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, MCS shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by LSCL and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by MCS. **The employer (MCS) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization/entity regarding this work and/or the conditions/instructions associated with this work.**
5. The decision of MCS regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Municipal Commissioner, MCS is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor Rs.1000.00 (One Thousand Rupees) per day for delay of the work.
6. LSCL reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of MCS and in no case, shall validate the contract except the corresponding financial involvement admissible by/acceptable to MCS. continue
7. Extra item and/or quantities of the work, if found essential for the project, shall be covered under supplementary agreement to be drawn between the contractor and MCS. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Uttar Pradesh Schedule of Rates (SOR) of PHEO & Works Dept. or local market rate(s) or DSR, as applicable for the items/components not covered under SOR subject to approval of Municipal Commissioner, MCS.



8. The contractor shall put his/her/there signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by the MCS.
  9. The actual date of completion of the original work covering all the sites and corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by MCS from time to time and the same shall be binding upon the contractor.
  10. The EMD, & Security Deposit(s) (SD) retained by MCS from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
- a) No interest will be paid by MCS on the EMD furnished by any bidder, on the Security Deposit of the contractor and on the amount(s) to be withheld/deducted by MCS from the bill amount(s) if the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

**No claim in this regard in any manner by the contractor or any organization/entity shall be entertained/ accepted by Municipal Commissioner, MCS.**

Q

g

## DECLARATION CERTIFICATE

1. I/We have visited the site(s) and have fully acquainted with the local situation regarding the materials, labor and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specifications, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. In case there are deviation from the construction program, I/We shall abide by the decision of Engineer-in-charge for revision of the program and arrange for the labors, materials, equipment etc. accordingly.
4. In the event of award of the work to me/us, I/We under the entire responsibility for the structural stability to reconstruct/replace the whole or part of the component of the structure in the event of failure or improper functioning/improper constructions within a period of one year from the date of completion without asking for extra payment from any account to the department.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, laborer's, taxes, natural calamities, public nuisance, miscreants or any account in connections with work within execution of the work till the project completion period and shall not be entertained by the department (MCS, Saharapur).
6. In case of violation of contents of department's tender documents in conditions or in any form, my /our offer/tenders shall be rejected by the department without any intimation to me/us.

(\*)-strikeout which is not applicable

**SIGNATURE OF THE BIDDER**

## AFFIDAVIT

(Applicable for All Bidders)

(On Non-judicial stamp paper of Rs 100 duly attested by notary public)

1. I, Shri/Smt./Ms. ...., Son/daughter/Wife of .....  
Hereby declare as the contractor/as the authorized signatory on behalf of the contractor,"  
....." (Strike out whichever is not applicable).

2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including MCS and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.

3. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/ tendering process.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the MCS.

5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by MCS to verify this statement or regarding my (our) competence and general reputation.

6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work "**Design, Installation and commissioning of Fountain with 1 year of Defect Liability Period** in Municipal Corporation Saharanpur vide Bid Reference.....DT..... are true and correct.

My/Our present address for correspondence is ..... and my/our telephone/contact number are... and e-mail ID for correspondence is..... I/We shall promptly intimate the Tender Inviting Officer (Executive Engineer, MCS) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and MCS and subsequent situation may arise due to such delay/gap.

(Deponent)

t)  
(Signature of the Tenderer/Company with Seal of the Firm/Company)

# **BIDSUBMISSIONLETTERFORM**

**AT**

Date: .....

To,  
Municipal Commissioner  
Municipal Corporation  
Saharanpur  
Uttar Pradesh

**Subject: Design, Supply, Installation and commissioning of Fountain with 1 year of Defect Liability Period .**

Sir,

**I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect to Design, Supply Installation and commissioning of Fountain with 1 year of Defect Liability Period , and submit the following information/undertaking/declaration for consideration of the MCS.**

## **2. Price and Validity**

2.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of Days from the last date of submission of bids.

2.2 We do hereby confirm that our bid prices include all taxes and cess.

## **3. Earnest Money Deposit**

The transaction slip of Amount of Earnest Money deposited (EMD): 16 Lakh on line should be enclosed in the bid submitted to Municipal Commissioner as per the details mentioned in the RFP PART 1 , SECTION II.

## **4. Bid Pricing**

We further declare that the RATES stated in our proposal are in accordance with your terms & conditions in the tender document.

## **5. Qualifying Data**

We confirm having submitted in qualifying data as required by you in your tender document. In case, you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

## **6. Declarations**

I/We have also carefully read the terms and conditions of the tender document and undertake that I/we shall abide.

I/We accept to the conditions mentioned in the tender document for **Design, supply** , **Installation and commissioning of**

**Fountain with 1 year of Defect Liability Period under Municipal corporation Saharanpur**  
as per the scope of work.

I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the tender document issued by the Municipal corporation Saharanpur.

I/ We have fulfilled obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the tender document.

I/ We are not insolvent, in receivership, bankrupt or being wound up, nor have my/ our affairs administered by a court or a judicial officer, nor have my/ our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.

I/ We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true to the best of our knowledge and belief and nothing has been concealed there from.

I/ We ..... hereby confirm that our firm has not been banned or blacklisted by any government organization/ Financial institution/ Court/ Public sector URFP/ Central Government.

I/ We hereby confirm to the Design, Build and Operation of **Design, supply, Installation and commissioning of Fountain with 1 year of Defect Liability Period under Municipal corporation Saharanpur** and further technical specification given and other terms & conditions mentioned in the tender document.

Bids submitted by us, online and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

Place: .....

Name: .....

Designation: .....

Business Address: .....



## BANKGUARANTEE

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

<Name>

<Designation>

<Address><PhoneNos.><FaxNos.><Emailid>

Whereas, <<name of the firm and address>> (hereinafter called "Implementing Agency") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Municipal corporation saharanpur (hereinafter called "the Authority")

Andwhereasithasbeenstipulatedbyinthesaidcontractthatthebidder shall furnishyouwith abankguarantee by a recognized bankfor the sum specified therein assecurityfor compliance with its obligations in accordance withthe contract;

Andwhereas we,<Name ofBank> abanking company incorporated and having itshead/registered officeat<AddressofRegisteredOffice>andhavingone of itsoffice at <AddressofLocalOffice>haveagreedtogivethesuppliersuchabankguarantee.

Now,therefore,weherebyaffirmthatweareguarantorsandresponsibleto you,onbehalf of the supplier,uptoatotalofIndian Rupees<Insert Value>(Rupees<InsertValue inWords> only) and weundertaketo pay you, upon your first written demanddeclaringthesuppliertobein default under the contract and without cavil orargument, any sum or sums within the limits of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needingtoproveortoshowgroundsorreasonsforyourdemandorthesumspecifiedtherein.

Weherebywaivethenecessityofyourdemanding the said debt from the bidderbefore presentingus with the demand.

Wefurtheragreethatnochange oradditiontoorothermodificationofthetermsofthe contract to beperformed there under or of any of the contract documents which may be made betweenyouandtheImplementingAgencyshallinanywayrelease usfromanyliabilityunder thisguaranteeandwe hereby waive noticeof any such change,additionor modification.

ThisGuaranteeshallbevaliduntil<<InsertDate>>)Notwithstandinganythingcontainedherein:

- I. Our liability under thisbank guaranteeshallnotexceedIndiaRupees<Insert Value>(RFupees<Insert Value in Words>only).
- II. Thisbankguaranteeshallbevalidupto<InsertExpiryDate>)

III It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Date \_\_\_\_\_

Place \_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's common seal)**



### General Information on Bidder's Organization

- a) Name:  
 b) Address:  
 c) Address of the corporate headquarters and its branch office(s), if any, in India:

S. No.	Particulars	Details
1	Name of the Bidder	
2	Address of the Bidder	
3	Incorporation status of the Bidder (Company Firm) (Relevant Certificate to be submitted in Technical Bid)	
4	Year of Establishment	
5	Valid GST registration No. (Copy of certificate to attached)	
6	Permanent Account No. (PAN) (Copy of PAN card to be attached)	
7	Name and Designation of Contact Person to whom all references to be made regarding this Bid	
8	Telephone No. (With STD Code)	
9	E-mail ID of Contact Person	
10	Website if any	

Signed

**(Name of the Authorized Signatory)**

For and on behalf of

**(Name of the bidder)**

Designation:

Place:

Date:

**To be enclosed:**

1. Documents certifying Bidder's legal status i.e. certificate of incorporation /registration.
2. Latest brochures/ organization profiles, etc




**Format for Financial Information of Bidder's Organization**

(To be submitted and signed by the Bidder's authorized signatory)

Date:

To

Municipal Commissioner  
Municipal Corporation  
Saharanpur  
Uttar Pradesh

**Sub: "Design, supply, Installation and commissioning of Fountain with 3 year of Defect Liability Period under Municipal corporation Saharanpur"**

Sir,

We hereby submit our Financial Information for the captioned project.

S. No.	Parameters	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
1	Annual turnover In INR.	--	--		
2	Net worth	--	--		
Average annual turnover for the last three financial year					

Note: To be certified by Statutory Auditor/ Chartered Accountant.

Authorized signatory:

Name of Authorized signatory

Name and seal of Bidder:

Date:

Place:

**RFP PART- II**

**FINANCIAL BID FORMAT**

**Proposal for Design, supply, Installation and commissioning of Fountain  
with 1 year of Defect Liability Period under Municipal corporation  
Saharanpur (On the letterhead of the Bidder)**

To,  
Municipal Commissioner  
Municipal Corporation  
Saharanpur  
Uttar Pradesh

**Sub: Financial Bid for Design, supply and Installation of Fountain with 3 year of Defect Liability Period  
under Municipal corporation Saharanpur.**

Dear Sir,

I/we hereby tender to execute the whole of the works as described in the scope of services indicated in  
called works:

- a) Name of the Work: "Design, supply. Installation and commissioning of Fountain with 3 year of  
Defect Liability Period under Municipal corporation Saharanpur"
- b) Plan and Specifications: The plan and specifications as detailed in bid document and DPR.
- c) Scope as defined in NIT part I under Section V  
The LSCL reserves the right to increase and decrease the number of locations. The payment shall be  
made as per the unit Item rate quoted for the locations based on the number of equipment's installed.

The Financial quote shall be submitted as per the format given below.

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions  
likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the  
conditions in regard to accessibility of site and quarries/kilns, nature and the extent of  
ground, working conditions including stacking of materials, installation of tools and plant  
conditions effecting accommodation and movement of labor etc. required for the satisfactory  
execution of contract.

And should this tender be accepted, I/we do here by agree and bind myself/ ourselves to  
abide by and fulfill all the conditions of this Tender Document, in default thereof to forfeit  
and pay to the Chief Executive Officer, Lucknow Smart City Limited the penalties of sum of  
money mentioned in the said condition.

Dated:

Bidder's Name.....  
Address .....

The above tender is hereby accepted by me on behalf of the Lucknow Smart City Limited, Lucknow.



Format of Letter of Intent

To,  
XXXXXXXXXX,  
XXXXX,

Ph: .....

**Subject: - Letter of Intent (LOI) for "Design, supply . Installation and commissioning of Fountain with 3 year of Defect Liability Period under Municipal corporation Saharanpur".**

**Tender ID: 2020\_.....\_.....\_..**

Dear Sir,

We refer to the tender published on XX/XX/2021 on e-tender website and technical bid opened on XX/XX/2021 in response to the invitation for Bids for "Design, supply , Installation and commissioning of Fountain with 1 year of Defect Liability Period under Municipal corporation Saharanpur"

**Municipal corporation Saharanpur (MCS)** is pleased to inform you that your Bid has been accepted by the LSCL.

You have been selected as the Preferred Bidder for the captioned project at the Contract Price of (inclusive of GST) **Rs. X/- + GST (Rs.X) = Rs X /-** [IN WORDS] (hereinafter referred to as the "Contract Price").

This Contract price is subject to fulfilment of all terms and conditions specified in the bid document. The Contract Price will be inclusive of all applicable taxes, duties, statutory charges, levy and any other charges as applicable from time to time. The payment will be made as per the payment conditions mentioned in the bid document.

As per the bid document, you have to submit 10% as Security Deposit of the basic Bid amount (exclusive of GST), i.e. **RsX/-**. The amount of Rs.X/- has already been received in the form of EMD vide slip no..... Hence, you are requested to pay the remaining

security deposit amount of **Rs.X/-**, within 10 (Ten) days of the receipt of this Letter of Intent in the form of FDR (to be retained by the MCS till the project completion) in favor of Municipal Commissioner. Municipal corporation saharanpur or Amount can be deposited through online payment in the name of Municipal corporation saharanpur, A/C No. : -----, Name of Bank: -----, Main Branch: -----, IFSC Code: -----.

The bidder shall execute an agreement/contract for the fulfilment of the contract on non-judicial stamp paper of Rs.100/- within 10 (Ten) days from the date of issuance of letter of intent.

The Bidder shall furnish an affidavit on a stamp paper of Rs.10/- stating that if there is any change in the govt. guidelines regarding the company contracts or increase in stamp duty to be paid then the bidder needs to submit the stamp papers of appropriate value. In the event of failure, the LSCL shall have full right to recover the balance stamp duty from the Bid Security deposit.

Kindly acknowledge the acceptance of this "Letter of Intent" by signing duplicate copy by your authorized Representative and deliver the same to us.

Municipal Commissioner  
Municipal Corporation Saharanpur

**Agreed and Accepted**

Signature of the Authorized Representative of the Agency (i.e.

---

Name:

Designation:

Address:

Place

:

Date:

Company Seal

**DRAFT CONTRACT AGREEMENT**

(To be signed by the Owner and the Successful Bidder within the period specified in the Bidding Documents after the issue of Letter of Intent)  
(To be stamped in accordance with the Stamp Act, of the State)

THIS AGREEMENT is made on ..... day of ....., 2021 between **Municipal Corporation**, having its CIN No. as ----- and its Registered Office at "C/O Executive Engineer, -----" (hereinafter referred to as "Owner", which expressions shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART**  
And

....., having its office at .....,  
(Hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Owner, desirous of associating with the Contractor for "Design, supply **Installation Municipal corporation Saharanpur of Fountain with 1 year of Defect Liability Period under Municipal corporation Saharanpur**" (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Owner in response to Invitation for Bid (IFB) dated .....

AND WHEREAS the Contractor had submitted its Bid for the said Project under its Letter dated ..... (As hereinafter referred to as the "Bid").

AND WHEREAS the Owner has accepted the Bid, as conveyed to the Contractor vide Letter of Intent No. .... dated ..... (Hereinafter referred to as the "Letter of Intent"), on the terms and conditions brought out in the said Letter of Intent and the Documents referred to therein, resulting into a Contract.

AND WHEREAS the Contractor has accepted the Letter of Intent, as conveyed to the Owner vide dated ..... (Hereinafter referred to as the "Letter of Acceptance"), resulting into this Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

**Article-1.0-Definition**

In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder attached herewith which form an integral part of this Contract Agreement. This Agreement together with all the Documents attached therewith is referred to as the Contract for all intent and purposes of the aforesaid Project.

*(Handwritten signature)*

*(Handwritten signature)*

**Article-2.0-Dateofcommencementof Contract**

ThisContract hascome intoforcewitheffectfrom .....i.e. from thedate ofthe signingof ContractAgreement.

**Article -3.0-ContractDocuments**

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached hereto (hereinafter referred to as Contract Documents):

- (i) TheContractAgreementbetweentheOwnerandtheContractorandtheattachmentsthereto.(This Contract Agreement).
- (ii) Accepted Letter of Intent till the execution of Contract Agreement between the Owner and theContractor. (Annexure 1)
- (iii) BidsubmittedbytheSuccessfulBidder(Annexure2)
- (iv) RFPissuedtotheBidder(comprisingInstructiontoBidders,GeneralConditionsofContract,Special Conditions of Contract and Technical Specification) and Corrigendum (Annexure 3)
- (v) DesignsandDrawings.(AsperDPR-Annexure4)

The above Contract Documents shall form an integral part of this Agreement. If there is an ambiguity ordiscrepancyorconflictwithintheContractDocuments,thepriorityoftheDocumentsshallbeinthe order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

Subject to the provisions relating to Arbitration specified in General Conditions of Contract of the Contract Document, in case of any conflict amongst Contract Documents, the decision of the Owner shall be final & binding on the Contractor.

**Article -4.0-ScopeofWork**

The detailed scope of work of the Contractor, under the Contract, has been brought out in the RFP Documents.However,theabovescopeofworkoftheContractorshallalsoincludesuchitemsofwork asmaynothavebeenspecificallybroughtoutinthesaidContractDocumentsbutasmaybenecessary forthesafeandsuccessfulcompletionofthevariousitemsofwork, envisaged,aspergoodengineering practice and recognized principles.

**Article-5.0-ContractPrice**

TheTotalContractPriceundertheContractshallbeRs..... /-(Rupees .....only) inclusive of all the GST, taxes, duties, levies, fees etc. as specified in General Conditions of Contract and the Price Bid Schedules forming part of this Contract. The price shall remain fixed and firm and shall not change on any account whatsoever, thedurationoftheContract.AllthemattersrelatingtothepaymentstotheContractorshallbeasper the Terms andConditions andsubject tothe requirements as specified in the saidGeneralConditions of Contract.

**Article - 6.0 - Contract Schedule**

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete the work in **4 Months and 3 year Defect Liability Period.**

**Article - 7.0 - Owner's Engineer Functions**

The Owner's Engineer in relation to the Contractor shall have such functions as are delegated to it by the Owner from time to time and intimated to the Contractor. The Contractor shall carry out the instructions issued by the Owner's Engineer as if they were the instructions issued by the Owner. If there is any difference between the Contractor and Owner's Engineer, on any matter about the implementation of this Contract/Project, the matter shall be referred to the Owner whose decision shall be final and binding on the

Contractor and the Owner's Engineer. This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic. M/s..... has furnished an Amount of **Rs...../-** through NEFT/RTGS/FDR on..... vide Txn No. .... along with the EMD Deposited of **Rs...../-** in the account of Lucknow Smart City Limited, A/C No. : -----, Name of Bank: ----- Branch: -----, IFSC Code: ----- Txn No. .... as Security Deposit for the **Tender ID No :**

..... Hence the total requisite amount for the agreement is **Rs...../-** has been furnished by M/s .....

IN WITNESS WHEREOF the Parties through their duly authorized representatives have executed these presents on the day, month and year first above mentioned, at Lucknow.

\_\_\_\_\_  
(.....)  
Chief Executive Officer  
Lucknow Smart City Limited

\_\_\_\_\_  
(.....)  
For M/S .....  
(CONTRACTOR)

- Witness:  
1.  
2.



## Performance Bank Guarantee

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

<Name>

<Designation>

<Address><PhoneNos.><FaxNos.><Emailid>

Whereas, <<name of the firm and address>> (hereinafter called "Implementing Agency") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementationservices for <<name of the assignment>> to Lucknow Smart City Limited (hereinafter called "the Authority")

And where as it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And where as we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the suppliers such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Indian Rupees <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Indian Rupees <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Implementing Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>] Notwithstanding anything contained herein:

IV. Our liability under this bank guarantee shall not exceed Indian Rupees <Insert Value> (Rupees <Insert Value in Words> only).

V. This bank guarantee shall be valid upto <Insert Expiry Date>]

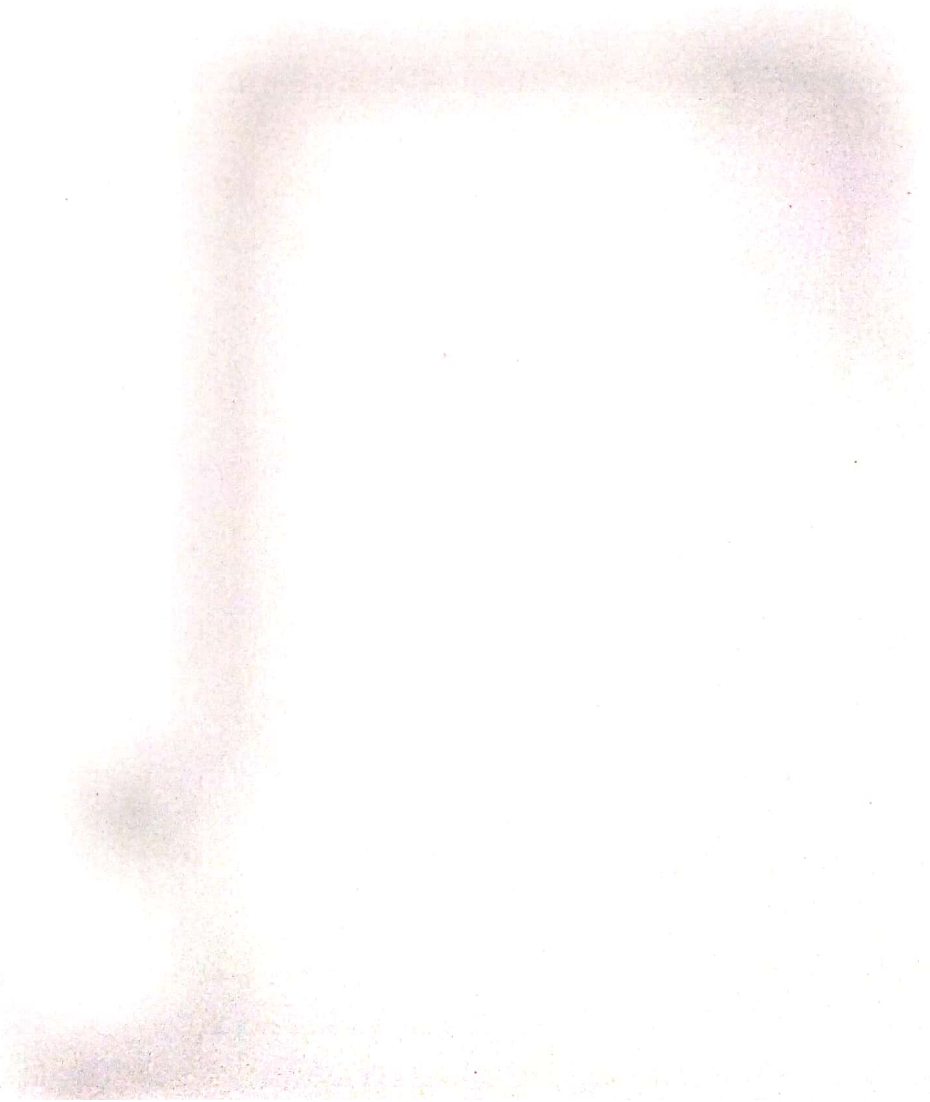


VI. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Date \_\_\_\_\_  
Place \_\_\_\_\_  
Witness \_\_\_\_\_

Signature \_\_\_\_\_  
Printed name \_\_\_\_\_

**(Bank's common seal)**



Street Lighting Department, Municipal Corporation Saharanpur  
Terms and conditions for e-tender water fountain in Gandhi

Park ground  
Detailed Tender Notice

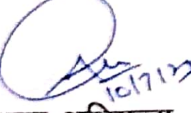
Bid shall be submitted in 2 separate parts:

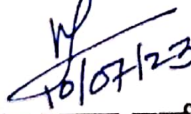
1. Technical Bid
2. Financial Bid

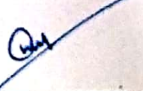
Eligibility criteria (Technical and Financial) for the Bidders intending to participate, Bidder shall fulfill the following Eligibility Criteria:

a. Eligibility Criteria

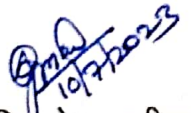
1. The Bid Security is provided;
2. All forms are submitted in the prescribed formats and signed by the Authorised signatories;
3. Power of Attorney(s), if applicable, is executed as per Applicable Laws;
4. GST Registration, PAN Card, Labour Department registration certificate required.
5. Bidder should upload the technical staff details on Rs. 100/- stamp paper
6. Bidder shall submit A-Class Electrical License issued by UP Government.
7. Bidder Should have upload minimum Solvency of Rs 20 lakh which should be approved by District Magistrate/any Govt Bank only.
8. Bidder should upload non-Blacklist at any govt & Private department on the Stamp of 100 rs.
9. Bidder should upload the technical Tools detail on Stamp.
10. Bidder should have to upload Turnover Certificate, Min Turnover of last 3 Year with minimum 1/3rd estimate value.
11. Bidder should have upload similar nature of the work Experience Certificate
12. Bidder should have to upload authorization certificate Led light manufacturer
13. 3 year operational and maintenance will be done by the firm without any additional Cost.
14. **Tender fees 4500+ 18% GST = 5310 rs. (DD Unredeemable) In the Name Of Account officer Nagar Nigam Saharanpur.**
15. Security 590000/- rs. (FDR/Bank Guarantee) In the Name Of Account officer Nagar Nigam Saharanpur for the Period of Defect liability period.
16. All Detailed Conditions/RFP can be seen on e-tender website and Municipal Corporation saharanpur website [saharanpurnagarnigam.com](http://saharanpurnagarnigam.com)
17. The bidder shall endorse all above required certificate with Authorised Singnature.

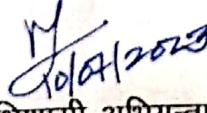
  
अवर अभियन्ता

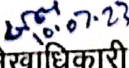
  
पथ प्रकाश प्रभारी

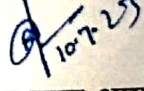
  
वरिष्ठ पथ प्रकाश प्रभारी

निविदा समिति

  
वरिष्ठ लेखा परीक्षक

  
अधिशाली अभियन्ता

  
लेखाधिकारी

  
अपर नगर आयुक्त

# कार्यालय पथ प्रकाश अनुभाग, नगर निगम, सहारनपुर।

पत्रांक:- 52 / प0प्र0अनु0 / न0नि0सहा0 / 2023-24

दिनांक 11-7-2023

## ई-निविदा सूचना द्वारा

नगर आयुक्त महोदया की ओर से अधोहस्ताक्षरी द्वारा गांधी पार्क मैदान में वाटर फाउण्डेशन स्थापित किये जाने हेतु दिनांक 01.08.2023 को अपरान्ह बजे 2:00 बजे तक वेबसाइट [www.etender.up.nic.in](http://www.etender.up.nic.in) पर डबल बिड सिस्टम से (टेक्निकल/फाईनेन्शाल) ऑन लाईन के माध्यम से आमंत्रित की जाती है, टैण्डर मूल्य लेखाधिकारी, नगर निगम, सहारनपुर के पक्ष में डी0डी0 देय होगा जो निविदा के साथ डालना होगा एवं जमानत राशि एफ0डी0आर0/बैंक गारण्टी के रूप में लेखाधिकारी, नगर निगम सहारनपुर के पक्ष बंधक कराकर, पेन नम्बर, जी0एस0टी0, तथा निविदा में प्रपत्र में उल्लेखित शर्तों में मांगे गये अन्य समस्त प्रपत्र निविदादाता को ऑनलाईन टेक्निकल बिड में अपलोड करना अनिवार्य होगा। एफ0डी0आर0/बैंक गारण्टी निर्माण अवधि के अतिरिक्त 3 वर्ष के लिए लिये बन्धक के रूप में रखना होगा। प्रपत्र अपलोड न करने की स्थिति में निविदा निरस्त कर दी जाएगी, जिस हेतु क्लेम मान्य नहीं होगा एवं अपलोड किये गये प्रपत्रों में से मात्र डी0डी0, एफ0डी0आर0 व शपथ पत्र की मूल प्रति दिनांक 01.08.2023 को कार्यालय में अपरान्ह 2:00 बजे तक पथ प्रकाश कार्यालय के टेण्डर बॉक्स में डाले जाएंगे। दिनांक 01.08.2023 को अपरान्ह 2:00 बजे टेण्डर बाक्स को सील कर दिया जाएगा। ऑन लाईन टेक्निकल निविदा दिनांक 01.08.2023 को समिति एवं उपस्थित निविदादाताओं के समक्ष [www.etender.up.nic.in](http://www.etender.up.nic.in) द्वारा खोली जायेगी। विस्तृत शर्तें, विवरण, एवं निविदा प्रपत्र वेबसाइट [www.etender.up.nic.in](http://www.etender.up.nic.in) व नगर निगम सहारनपुर की वेबसाइट [saharanpurnagarnigam.com](http://saharanpurnagarnigam.com) उपलब्ध है।

E Bid REFERENCE	LV-7/2023-24/e-tn
PUBLISH DATE AND TIME FOR RFP	12-07-2023
LAST DATE AND TIME FOR SUBMISSION OF E-Bids	01-08-2023 at 2:00 PM
DATE AND TIME OF OPENING OF ON LINE TECHNICAL E-Bids	01-08-2023 at 3:00 PM
PLACE OF OPENING OF E-Bids	Nagar Nigam Office (Sre)
E-Bid SECURITY	590000/- FDR/Bank Guarantee
E-Tender Document Processing	4500+GST@18%=5310/-DD(अप्रतिदेय)

पथ प्रकाश प्रभारी  
नगर निगम सहारनपुर

### प्रतिलिपि:-

1. नगर आयुक्त महोदया की सेवा में सादर सूचनार्थ।
2. अपर नगर आयुक्त/वरि0 पथ प्रकाश प्रभारी को सूचनार्थ।
3. लेखाधिकारी, नगर निगम सहारनपुर को सूचनार्थ।
4. प्रबन्धक अनिल कुमार व ए.एस.टी.ए. समाचार पत्र को इस आशय से कि उक्त सूचना का प्रकाशन अपने समाचार पत्र में कम से कम स्पेस में डीएवीपी दर पर प्रकाशित कर बिल 3 प्रतियों सहित भुगतान हेतु प्रस्तुत करें।
5. आई0टी0ऑफिसर नगर निगम वेबसाइट पर उपलब्ध कराने हेतु।
6. नोटिस बोर्ड चरपा हेतु।

पथ प्रकाश प्रभारी  
नगर निगम सहारनपुर