

प्रेषक,

अधीक्षण अभियन्ता,
मध्य गंगा नहर निर्माण मण्डल-प्रथम
मेरठ।

प्रेषित,

सूचना निदेशक,
सूचना एवं जन सम्पर्क विभाग,
अर प्रदेश, लखनऊ।

पत्रांक: आई-63/मगंम/टी-9 निविद/2018-19

दिनांक: 15/01/2019

विषय: अभिरुची की अभिव्यक्ति की सूचना संख्या: 08/एस0ई0/2018-19 का आमंत्रण के प्रकाशित करने के सम्बन्ध में।

महोदय,

अभिरुची की अभिव्यक्ति की सूचना संख्या: 08/एस0ई0/2018-19 का आमंत्रण के प्रकाशन की सूचना 06 प्रतियों में सी0डी0 सहित संलग्न कर इस अनुरोध के साथ प्रेषित है कि वर्णित सूचना का प्रकाशन किन्ही दो दैनिक हिन्दी एवं एक उर्दू समाचार पत्र में कराने की कृपा करें।

संलग्नक :- (1) सूचना की टंकण प्रतियाँ 06 नग।

(2) सूचना की सी0डी 01 नग।

भवदीय

अधीक्षण अभियन्ता
मध्य गंगा नहर निर्माण मण्डल-प्रथम
मेरठ।

पत्रांक: आई-63/मगंम/तदिनांक: 15/01/2019

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. मुख्य अभियन्ता स्तर-1 (रूहेलखण्ड) सिंचाई एवं जल संसाधन विभाग, उ0प्र0, बरेली।
2. मुख्य अभियन्ता, मध्य गंगा नहर परियोजना, सिंचाई एवं जल संसाधन विभाग, उ0प्र0 अलीगढ़।
3. अधीक्षण अभियन्ता, कम्प्यूटर केन्द्र, कार्यालय प्रमुख अभियन्ता, सिंचाई एवं जल संसाधन विभाग, उ0प्र0, लखनऊ को उपरोक्त निविदा सूचना की हार्ड कापी एवं सी0डी0 सूचनार्थ एवं विभागीय वेबसाईट पर प्रकाशन हेतु प्रेषित है।
4. अधीक्षण अभियन्ता, मध्य गंगा नहर निर्माण मण्डल रुड़की।
5. नोटिस बोर्ड हेतु।

संलग्नक: उपरोक्तानुसार।

अधीक्षण अभियन्ता
मध्य गंगा नहर निर्माण मण्डल-प्रथम
मेरठ।

EXPRESSION OF INTEREST (EOI)

FOR

**EMPANELMENT OF SYSTEM MANUFACTURERS
FOR MICRO-IRRIGATION SYSTEM
(PIPE IRRIGATION)**

**UNDER MADHYA GANGA CANAL CONSTRUCTION
PROJECT STAGE-II (PMKSY SCHEMES) OF IRRIGATION
AND WATER RESOURCE DEPARTEMENT
UTTAR PRADESH**

GOVERNMENT OF UTTAR PRADESH.

By:-



**IRRIGATION AND WATER RESOURCE
DEPARTMENT UTTAR PRADESH**

Superintending Engineer Madhya Ganga Canal Construction Circle-I
Meerut, Uttar Pradesh

Email: semgcc1@gmail.com

Expression of Interest towards procurement of Micro-Irrigation System (Pipe Irrigation System)



**IRRIGATION AND WATER RESOURCE DEPARTMENT
UTTAR PRADSH
SUPERINTENDING ENGINEER MADHYA GANGA CANAL
CONSTRUCTION CIRCLE-1, MEERUT (U.P)**

EXPRSSION OF INTEREST

Expression Of Interest (EOI) towards Detail Survey, DPR Preparations and Implementation of Construction Work & Maintenance of system for two year from the period of first commencement of Amroha DY. for minor listed below, is to be proposed under Madhya Ganga Canal Construction Project Stage-II. For the above Said EOI is invited by the Under sign upto 31.01.2019 For details please visit our website www.upid.com and www.etender.nic.in The detail EOI documents will be available in the office of the undersigned up to **31.01.2019** (2.00 p.m.) on payment of Rs. 2,000/- (including GST) per set during working hour or else the documents can be downloaded from our website and the documents should be enclosed with a DD for Rs. 2,000/- in favour of Executive Engineer Madhya Ganga Canal Construction Division-6, Meerut of any nationalized bank payable at Meerut. The interested manufacturers are required to submit their application along with supporting documents in sealed cover so as to reach the Office of Superintending Engineer Madhya Ganga Canal Construction Circle-1, Meerut on or before **31.01.2019** up to 5.00 p.m. The undersigned reserves the right to accept / reject any / all application (s) without assigning any reasons thereof.

Sl. No.	Name of Minor	Tehsil	Block	Length (KM)	Discharge (cumecs)	Proposed work
1.	Sahali Minor	Nougawa sadat	Amroha	5.000	0.105	Underground pipe irrigation system
2.	Pipli kheda Minor	Nougawa sadat	Amroha	5.000	0.100	Underground pipe irrigation system

Sd/-
Suprenrending Engineer

INVITATION FOR EXPRESSION OF INTEREST (EOI)

The Department of Irrigation And Water recourse Department Government of Uttar Pradesh envisages improving the quality of life of the rural population by the increasing the irrigation potential by Madhya Ganga Canal Project covering Dhanora ,Gajroula, Gangeshwari Hasanpur, Zoya Amroha Destrict. The Government is sensitive to the role of Agriculture in Economic development of the state with a vision of:

- Greater wealth creation for farmers and farm labourers
- Offer a sustainable increase in productivity
- Ensures Food Security
- Offer higher value addition to agricultural produce and exports

To achieve this vision, the Government of Uttar Pradesh through its Irrigation And Water Resource Department U.P, provides effective irrigation system to pipe irrigation system to farmer for better farm practice and economies and efficient use of water for irrigation purpose.

For the purpose of motivating farmers for fast adoption of better farm practices and using efficient new irrigation system for the agriculture activity, Irrigation And Water Resource Department U.P, Government of Uttar Pradesh is providing better and effective system of irrigation with the help of Micro Irrigation System(underground pipe irrigation system).

Sl. No.	Name of Minor	Tehsil	Block	Length (KM)	Discharge (cumecs)	Proposed work
1.	Sahali Minor	Nougawa sadat	Amroha	5.000	0.105	Underground pipe irrigation system
2.	Pipli kheda Minor	Nougawa sadat	Amroha	5.000	0.100	Underground pipe irrigation system

The Financial Assistance will be as per the Government norms prevailing at the time of sanction of financial assistance.

With an objective to see that the farmers get the best effective irrigation with the implementation of pipe irrigation to ensure minimum loses water in pervious canal the Superintending Engineer, Madhya Ganga Canal Construction Circle-I, Meerut of Irrigation And Water Resource Department, Uttar Pradesh has been empanelling manufacturers of Micro Irrigation System(underground pipe irrigation system) for the successful large scale implementation of the scheme.

The Superintending Engineer, Madhya Ganga Canal Construction Circle-I, Meerut Irrigation And Water Resource Department U.P, is calling the best price offer from the manufacturers for detail survey, preparation of DPR and Construction of underground pipe irrigation system & Maintenance of system for two year from the period of first commencement of Amroha DY. for the minor listed in above mention table. this equipment. This may also help the manufacturers to increase their market share in the State considering the large scale implementation of the scheme.

Proposal in the form of is requested in complete accordance with the documents/ attachments as per following guidelines. The agency will have to provide the price offer as per the format only.

Manufacturers those who will be successful in empanelment at the end of this exercise will be able to construct underground pipe irrigation system for the listed minor.

SCHEDULE FOR INVITATION OF EOI

NAME: Empanelment of System Manufacturers of Micro Irrigation System (Underground pipe irrigation System) for construction of Sahali Minor & Piplikala Minor Under Madhya Ganaga Canal stage-II Project of Irrigation And Water Resource Department U.P, Government of Uttar Pradesh.

To	Superintending Engineer Madhya Ganga Canal Construction Circle-1,Meerut Irrigation And Water Resource Department U.P,
Issue of EOI	From dt. <u>21.01.2019</u>
EOI Due Date	Dt. <u>31.01.2019</u> up to 2.00 PM hrs.
EOI Opening Date	<u>Dt. 31.01.2019</u>
Rate negotiation by IPC.	<u>Dt. 31.01.2019</u>
Department Name/Authority Name :	Irrigation And Water Resource Department U.P,
EOI Submission Address :	Office of Superintending Engineer Madhya ganga Canal Construction Circle-1,Meerut.
EOI document Fee :	Rs. 2,000/- (Rupees Two Thousand Only) including GST @12% in form of Demand Draft/ Bankers Cheque from any Scheduled/Nationalised Bank.
EOI Fee Payable to	"Executive Engineer Madhya Ganga Canal Construction Division-6,Meerut"
Price Offer :	The agency shall submit their best possible price in physical form only and any offer, if received otherwise, will be outright rejected. Also any reference of the Price, quotes etc in physical submission shall result in rejection of the offer of the agency.
Joint Venture/Consortium :	Not allowed
EOI currency Setting :	Indian Rupee (INR)

Note:

1. Please address all queries and correspondence to the Office of Superintending Engineer Madhya ganga Canal Construction Circle-1,Meerut.
2. If the Office of the Office of Superintending Engineer Madhya ganga Canal Construction Circle-1,Meerut. happens to be closed on the day of receipt of the EOIs as specified, the EOIs will be received and opened on the next working day on opening of the Office up to the same time and at the same venue.
3. Please quote Ref. Number in all future correspondence.

General Instructions:

1. Parties interested can download the EOI document free of cost from the website, but will need to submit the EOI document along with the DD for EOI Document Fee at the time of physical submission.
2. EOI Document Fee and EOI Security shall have to be paid of the amount stated in the Notice Inviting Online Tenders section
3. Interested Party shall submit physically their proposal in sealed envelopes superscribed with **“Detailed survey, preparation of DPR and construction of Micro Irrigation System (underground pipe irrigation system) & Maintenance of system for two year from the period of first commencement of Amroha DY”**. Original printed document shall be considered as authentic. All pages of the offer must be signed.
4. Services offered should be strictly as per specifications mentioned of BIS of particular component/work in this EOI Document. Please spell out any unavoidable deviations, article-wise, in your proposal under the heading “Deviations”.
5. The price of one copy of the **EOI Document is Rs.2,000/- (inclusive of GST)**, which can be paid by Demand Draft/ Bankers Cheque. The Demand Draft/ Bankers Cheque may be drawn in favour of **"Executive Engineer Madhya Ganga Canal Construction Division-6,Meerut"** Payable at **“Meerut”** For and on behalf of Irrigation And Water Resource Department U.P.

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1. Objective of the EOI

To derive the best price for the specified quality and specification of Micro Irrigation System (pipe irrigation) through price discovery method.

To facilitate farmer for effective irrigation with thw moto of "more crop per drop" in procuring the specified product at reasonable rate and at the time same ensuring the quality of supply as per specification.

2. Need for Empanelment

In present scenario, due to high rise in cost of land and loses pertaining in the previous canal system, the pipe irrigation system adopted to provide the water in the field of farmer. By the pipe irrigation system the water loses and the cost of expenditure (land cost could be cut and the efficiency of the system can be increase to facilitate for the irrigation of field to obtained high.

Hence to overcome the above problems with an objective to safe guard the interest of farmer it was envisaged to empanel System Manufacturers.

3. Terms of Reference for the Agency:

- I.** At the end of this exercise, a separate list of empanelled System Manufacturers and their price offer for underground pipe irrigation system of Micro Irrigation System will be published in public domain. The best price offer discovered would be applicable for a period of one year/ further notification whichever is later.
 - II.** No dealers or traders of any company are allowed to participate in the EOI process. The Manufacturer shall issue power of attorney as per **Annexure-7** to its employee only.
 - III.** The manufacturers should provide the list of their Authorized dealers / distributors in the State of Uttar Pradesh through which the products will be available to farmers.
 - IV.** During the empanelment period no escalation charges will be allowed.
 - V.** The Micro Irrigation System (underground pipe irrigation) will be delivered only by Irrigation And Water Resource Department U.P, on receipt of farmer's share and permit issued by Irrigation and water resource Department. Manufacturer is to deliver only at Irrigation And Water Resource Department U.P, at its District level offices as per the choice of the farmers from the SLTC approved make & model as per the cost.
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- vi.** The Micro Irrigation System (underground pipe irrigation) supplied must be covered with warranty for minimum one year from the date of supply against any manufacturing defects / workmanship, etc. The repairs/replacements shall be attended free of cost within the warranty period.
- vii.** The Authority may levy a penalty on the empanelled System Manufacturer if found that supplied component are not conforming to minimum BIS standards/ Specification as per IS:14151 Part-I, 1999 and IS:14151 Part-II, 2008, Lateral as per IS:12786, Emitting pipes as per IS:13488, HDPE Pipes IS:4984 and IS:14151 Part-II, UPVC Pipes IS:4985, Emitters/ Drippers as per IS: 13487. The cost of such products would be recovered from the security submitted by the manufacturer.
- viii.** The Authority will publish the list of empanelled System Manufacturer along with their price offer and dealer network detail. The farmer will submit the required document to Authority for claim of financial assistance. The Authority will release the financial assistance to farmer on verification of the required assets/ documents.
- ix.** The System manufacturer will have to submit detail specification & the valid certificate of BIS.
Rating for each product they are offering for empanelment. The manufacturer will submit their price offer only for the product for which they have submitted the specification and valid BIS certificate. They will be empanelled for that particular product only.
- x.** The Authority has right to disengage the empanelment of the System Manufacturer if found that product supplied by manufacturer is not as per the minimum specified IS standard and specification or its IS certification gets invalid. The manufacturer shall have to submit the renewed IS certificate to the authority as and when the certificate gets invalid during the period of empanelment.
- xi.** If at any time it is noticed that the manufacturer has supplied same component at a lower price in the open market during the period of this empanelment, the Authority shall take suitable appropriate course of action against the empanelled System Manufacturer.
-

- xii. If the interested manufacturer will be backed out at any stage of this exercise, the System Manufacturer will become ineligible to participate in any such empanelment exercise to be carried out by the authority in future.

4. Minimum Eligibility Criteria:

Micro Irrigation System (underground pipe irrigation):

- a. The Micro Irrigation System (underground pipe irrigation) manufacturer who is empanelled in Irrigation for 2018-19 with valid BIS registration, is only eligible to participate in this EOI process. The manufacturer should hold a valid BIS license at the time of submission of EOI document.
- b. The System Manufacturer will provide the list of its authorized dealer network across the State through which their approved products will be available to the farmer. The manufacturer must have its own establishment and dealer network in the State of Uttar Pradesh.

5. Selection Process:

- i. The interested System Manufacturer shall submit its technical proposal of EOI as per Annexure -1, 2, 3, 4, 5, 6 and 7 (if applicable). Incomplete information in Technical proposal will lead to disqualification of the manufacturer for this exercise.
 - ii. To safeguard the interest of farmer and to streamline the cost of equipment, the authority on behalf of farmer, is asking the System Manufacturer to submit their best possible price offer for specified minimum quality and specification of equipment as given at **Annexure-3**.
 - iii. The price offer is to be submitted only as per the format given at **Annexure-5**.
 - iv. The price offer should be uniform across the State for a minimum specification of equipment as described in this document.
 - v. The price offer of only those System Manufacturers will be declared who will be declared qualified at the end of technical scrutiny.
 - vi. A list of selected System Manufacturer along with the best price discovered will be prepared and published.
-

6. Price Offer:

- i.) The price offer should cover all applicable taxes and at FOR Dist Head Quarter.
- ii.) The price offer has to be submitted in the physical form of EOI.

The System Manufacturer shall categorically confirm strict compliance with the following stipulation in respect of their offer.

- a) Any effort by System Manufacturer or manufacturer's agent/consultant or representative howsoever described to influence the Authority in any way concerning scrutiny/ consideration/ evaluation/ comparison of the EOI or decision concerning empanelment shall entail rejection of the EOI.
 - b) EOI should be submitted directly by the System Manufacturer.
- iii.) Authority reserves the right to seek clarification/ justification/negotiation from the manufacturer on the price offer in case Authority deems it necessary. Based on the justification provided by the manufacturer, if Authority feels that the price offer is unrealistic/ unfeasible in order to execute a project of this nature, Authority reserves the right to reject the said price offer. The System Manufacturer shall be governed by the decision of Authority.

7. Performance Security

- i.) The empanelled System Manufacturer shall submit a Performance Security of 2.00 % of the total amount quoted for the work in the form of Bank Guarantee on successful selection for empanelment. The performance security shall be appropriated against breach of the terms and condition of this EOI document. The bank guarantee shall be minimum for a period of one year. The Bank Guarantee format is given in the **Annexure- 6**. The manufacturers should submit the Bank Guarantee with the EOI or before starting the supply if found selected.

COMPANY PROFILE

Annexure-1

FORMAT FOR BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

TO,
Superintending Engineer
Madhya Ganga Canal Construction Circle-1, Meerut
Irrigation And Water Resource Department U.P,

Subject: Acceptance of Terms & Conditions of the EOI Document.

Work Name: _____

Tender No: _____

Dear Sir,

1. I/We have downloaded / obtained the EOI document for the above mentioned 'work' from the web site namely: _____ as per your advertisement, given in the above mentioned website.
2. I/We hereby certify that I / we have read the entire terms and conditions of the EOI document from Page No. _____ to _____ (including all documents like annexures, Drawings etc., which shall form part of the contract agreement and I / we shall abide by the terms / conditions / clauses contained therein.
3. The corrigendum/Addendum issued from time to time by your department/organization too has been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the conditions of above mentioned EOI document(s)/corrigendum/Addendum in its totality/entirety.
5. I/We do hereby declare that our Company has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking.
6. I/We certify that all information furnished by the our Firm/Company is true & correct and in the event that any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore summarily reject our bid or terminate the contract (if awarded), without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security/EMD deposit.

Yours Faithfully,

(Signature & Seal of the Bidder)

Annexure-II
FORMAT FOR BIDDER INFORMATION
 (To be given on Company Letter Head)

1. Name of the Bidder		
2. Full Address and Contact Details of the Bidder		
3. Name of the Authorized Signatory for this Bid		
4. Address of the Authorized Signatory:		
(a) Telephone		
(b) Fax No.		
(c) E-mail		
(d) Mobile		
IT PAN of Bidder		
GST Registration Number		
NSIC Reg. Number		
NSIC Reg. validity period		
Bidder		
Signature of the Authorized Signatory		
Name:		
Designation:		
Date:		
Company Seal:		
WITNESSES		
	Witness 1	Witness 2
Signature:		
Name:		
Address:		
Date:		

Annexure-III**A. Details of Work Experience (During last Five years)** (To be given on Company Letter Head)

Name & Address of the client	Order No. & Date	Name of Work	Value of the Order	Date of Completion	Attach Copy of the Award of Contract & completion certificate

B. Submit the list of Drawing.**C. work Plan for construction of under ground pipe line system within time line (attach separately)**

Annexure-IV

FORMAT OF PERFORMANCE SECURITY

(To be executed on a non-judicial stamp paper of requisite value)

To
Superintending Engineer
Madhya Ganga Canal Construction Circle-1, Meerut
Irrigation And Water Resource Department U.P,

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dated _____ and the same having _____ been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for (name of work) (hereinafter called "the contract") and _____ the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) (2.00 % of the said value of the Contract to the Employer). We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference _____ to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with for forbearance

reference to the matters aforesaid or any of them or by reason of any other act or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank . The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee _____ under the Power of Attorney/ Post Approval Authorization dated of the bank granted to him / us by the Bank.

We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you , free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period _____ as may be desired by Superintending Engineer on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii. This bank guarantee shall be valid upto and till _____ only being the date of expiry of the guarantee; and
- iii. We are liable to pay up to the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the guarantee period and shall your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before being the date of expiry of the claim period. **(Indicate a date one year after validity of guarantee).**

Dated this _____ day of _____ at _____.

Annexure-V

FORMAT FOR BID SECURITY / EMD
(To be given on Company Letter Head)

To,
Superintending Engineer
Madhya Ganga Canal Construction Circle-1, Meerut
Irrigation And Water Resource Department U.P,

Subject- Submission of Bid Security / EMD

Reference-_____

Sir,

With reference to EOI under reference we would like to participate in the EOI. As per the instruction given in tender document, we are forwarding herewith the prescribed Earnest Money Deposit (EMD) as detailed below along with duly filled tender documents.

DETAILS OF EMD SUBMITTED

1	Amount of EMD as per NIT	
2	Amount of EMD submitted through RTGS/NEFT	
3	Unique Transaction Reference of RTGS/NEFT	

SIGNATURE OF BIDDER WITH SEAL

Annexure-VI

FORMAT FOR AGREEMENT

[Note; This Proforma is included in the Bidding Documents only for the information of Bidders. Only the successful Bidder shall, in due course, be required to fill this Proforma.

THIS AGREEMENT MADE the _____ day of _____ BETWEEN
SUPERINTENDING ENGINEER _____ of (Mailing semgcc1@gmail.com) _____
_____ (hereinafter called "Employer") of the one part and (Name of
Contractor) _____ of (Mailing address of Contractor) _____
_____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Superintending Engineer is desirous that **"Detail Survey, preparing of DPR and Construction of micro irrigation system (underground pipeline system)& maintenance of system for two year from the period of first commencement fo Amroha DY."** (herein after referred to as "the Work") should be executed by the Contractor AND WHEREAS by a Letter of Award No. _____ dated _____ WAPCOS Limited has accepted a Bid by the Contractor for the execution and completion of such Works AND WHEREAS the Contractor has agreed to undertake such work and furnish a performance security/bond pursuant to the *Clause 2.35 of the section-II 'Instructions to Bidders'*

NOW THIS AGREEMENT WITNESSETH as follows;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz;
 - a) The Agreement
 - b) The Letter of Award
 - c) Corrigendum/Amendments if any
 - d) Documents furnished by bidder
 - e) Notice Inviting Tender (EOI)
 - f) Instructions to Bidders
 - g) General Conditions of the Contract
 - h) General Technical Specifications
 - i) Annexures
 - j) Any other documents as forming part of the contract
 3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.
 4. In consideration of the payment to be made by the Superintending Engineer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the 'Superintending Engineer' to execute and complete the Works in conformity, in all respects, with the provisions of the Contract.
-

5. The 'irrigation and water recourse department' hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such

other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective common Seals to be hereunto affixed (or have hereunto set their respective hands and Seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

NAME _____

on behalf of the Contractor

in the presence of:

NAME _____

Address _____

By the said

NAME _____

on behalf of the

in the presence of;

NAME _____

Address _____

Annexure-VII

FORM FOR INTEGRITY PACT

To,

**Superintending Engineer
Madhya Ganga Canal Construction Circle-1, Meerut
Irrigation And Water Resource Department U.P,**

Sub: Submission of Tender for the work (Name of Work) _____

Dear Sir,

I/We acknowledge that **Superintending Engineer Madhya Ganga Canal Construction Circle-1, Meerut** is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document. I/We agree that the Notice Inviting Tender (EOI) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the EOI.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Superintending Engineer. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with *Article 6* of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Superintending Engineer shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Superintending Engineer

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... day of..... 2018

BETWEEN

Superintending Engineer madhya ganga canal construction circle-1 meerut (Hereinafter referred as the Employer which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Contractor)

hereinafter referred to as the “Bidder/Contractor” (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

(Details of duly authorized signatory)

Preamble

WHEREAS the Employer has floated the EOI (EOI No. _____) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for _____ (Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidders.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Employer

1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
-

- b. The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s)

the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- c. The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Superintending Engineer all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
 2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
-

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Superintending Engineer interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Contractor under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Employer's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the Contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to *Article 3(1)*, the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Employer.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Contractors

1. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub Contractors/sub- vendors.
 2. The Employer will enter into Pacts on identical terms as this one with all Bidders/Contractors.
 3. The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.
-

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Superintending Engineer.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Employer, who has floated the Tender. Changes and supplements need to be made in writing. Side agreements have not been made.
2. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
3. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1..... (Signature, name and address)

2..... (Signature, name and address)



Annexure-VIII

FINANCIAL BID

Sl. No.	Description	Total Fees(For the Work Prupose in Description)	
		(in figures)	(in words)
	Detail Survey work ,preparation of DPR, and construction of micro irrigation system (underground pipe irrigation) & maintenance of system for two year from the period of first commencement of Amroha DY. for work. Minor listed in Table.		

(NOTE: The payments shall be made on back-to-back basis onl y upon receipt of payment from the Client.)

