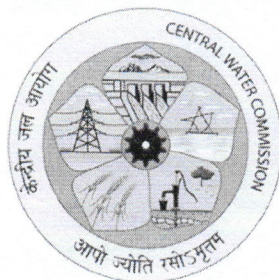


Government of India
Ministry of Water Resources, River Development & Ganga Rejuvenation
Central Water Commission



Tender No: NIT-08/W-11011/9/2018-MGD-II/276-80 ; Dated: 10/01/2019

TENDER DOCUMENT

FOR

"Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division,
Kanpur"

Last date for submission of Tender : 29/01/2019 up to 10:00 AM

Date of opening of Tenders : 29/01/2019 at 11:00 AM

OFFICER INVITING THE TENDER:

Executive Engineer, Middle Ganga Division-II,
Lucknow - 226024

Tender Document for Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur

(Certified that this document contains total 43 Pages)

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NOTICE INVITING TENDER

Executive Engineer, MGD-II invites Item rate sealed tenders on the behalf of President of India from contractors who are registered under appropriate authorities of government (Central/State) for the work of:

A	Name of Work	"Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur"
B	Estimated cost	Rs. 13,02,489.00 (Rupees Thirteen Lakh Two Thousand Four Hundred Eighty Nine Only)
C	Earnest Money Deposit	Rs. 26,050/- (Rupees Twenty Six Thousand Fifty Only)
D	Performance Guarantee	5% of the tendered value of the work
E	Security Deposit	2.5% of tendered value of the work
F	Cost of Tender Document	590/-
G	Last date/time of submission of tender	29/01/2019 up to 10:00 AM
H	Date/time of Opening of tender	29/01/2019 at 11:00 AM

1. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
2. Place of work will be at Ankinghat site under Middle Ganga Sub-division, Kanpur.
3. Tender Document is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in. The bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com> up to 11:00 AM of 29/01/2019.
4. The tender documents can be downloaded online from www.cwc.gov.in or can be issued from the office of "Executive Engineer, Middle Ganga Division-2, Central Water Commission, Aliganj, Sector H, Kendriya Bhawan, 2nd Floor, Hall 3, Lucknow" between 11:00 Hrs to 16:00 Hrs every day except Sundays, Second Saturday of the month & Public Holidays on the payment of (non-refundable) **Rs. 590/-**, as the cost of the document and in case, the tender has been downloaded from the website (www.cwc.gov.in/tenders), at the time of submission of tenders, the firm has to enclose a demand draft of **Rs. 590/-** in favor of "**Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow**" drawn on any scheduled bank payable at Lucknow towards the cost of the tender documents.
5. The tender document will be available for downloading online from 10/01/2019 to 29/01/2019.

Tender Document for Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur

6. E-Tender is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in.
7. Bidder who has downloaded the tender shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
8. Government of India has made it mandatory to make all procurement with estimated value of Rs. 2 lakh or more through e-procurement mode. For conducting e-procurement, Central Water Commission has decided to use the ETS portal of TCIL, a Government of India Undertaking. Bids may be submitted online only at TCIL Portal <https://www.tcil-india-electronictender.com>.
9. For online submission of bids on ETS portal, bidders need to register with TCIL. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. For any help, TCIL/ ETS Helpdesk may be contacted:

TCIL/ ETS Helpdesk	
Telephone/Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com
Buyer Organization Name Contact	
Central Water Commission Contact Person	The Executive Engineer, Middle Ganga Division-II, Central Water Commission, 2 nd Floor, Kendriya Bhawan Aliganj, Lucknow-226024
Telephone/Mobile	0522-2332524, [between 09:30 hrs to 17:00 hrs on working days]
E-mail Id	eemgd2-cwc@gov.in

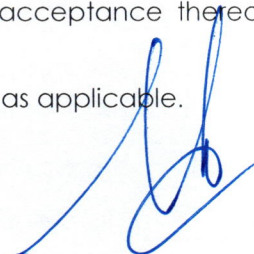
10. Intending bidders are advised to check TCIL Portal/ CPP Portal/ CWC website for any corrigendum / amendment.
11. The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid otherwise the bid will not be considered for opening:
 1. Demand Draft towards Earnest Money Deposit in original.
 2. Demand Draft towards tender fee in original.
 3. Pass Phrase for bid submitted online on TCIL in separate sealed envelopes.

12. The Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer, Middle Ganga Division-2, Central Water Commission) and tender form shall be placed in separate sealed envelopes respectively. Both the envelope shall be submitted together in another envelope with the name of the work super scribing the envelope in the O/o Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow up to 10:00 Hrs on 29/01/2019. The bid submitted shall be opened at 11:00 hrs on 29/01/2019.
13. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank /Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
14. Eligibility of Bidder:
 - i. Should be a registered Firm/Partnership/Company with Government of India.
 - ii. PAN (Copy to be attached)
 - iii. Registration with TIN/GST(whichever is authorised as per Government Order)
15. The proposed site of work will be at Ankinghat site under Middle Ganga Sub-Division, Kanpur.
16. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted. The contractor shall not be permitted to bid for works in this Division office responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources, Ganga Rejuvenation & River Development, Govt. of India. Any breach of this condition by the contractor would render his/her bid to be summarily rejected.
17. The time allowed for carrying out the work will be 60 Days from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

Tender Document for Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur

18. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's Service. **The bid for the works shall remain open for acceptance for a period of thirty days (30) days from the date of opening of bids.** If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.

- (a) This notice inviting Bid shall form a part of the contract document. The successful bidders/ contractor, on acceptance of his bid by the Accepting Authority shall within 10 days from the stipulated date of start of the work, sign the contract consisting of :-The Notice Inviting Bid, all the documents including terms & conditions, forming part of the bid as issued at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- (b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable.



(Executive Engineer)

Middle Ganga Division-II,

Central water Commission

For & on behalf of President of India

Copy for information/uploading on website/display on notice board:

1. Superintending Engineer, HOC, Dehradun
2. Asst. Accounts officer, MGD-2, CWC, Lucknow
3. Notice Board, MGD-2, CWC, Lucknow
4. Notice Board, MGD-1, CWC, Lucknow
5. Notice Board, CPWD, Floor-1, 3 & 4.



(Executive Engineer)

Middle Ganga Division-II,

Central water Commission

For & on behalf of President of India

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

STATE : Uttar Pradesh
ORGANISATION : Upper Ganga Basin Organisation,
CIRCLE : HOC, Dehradun
DIVISION : MGD-II, Lucknow

Tender & Contract for Works :

"Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur"

To be submitted online up to 10:00 hours on **29th January 2019** to *Purchaser*.

To be opened online in presence of tenderer(s) or their authorized representatives who may be present at 11.00 hours on **29th January 2019** in the office of *Purchaser*.

Issued to _____

(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____



TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for thirty (30) days from the due date of its opening not to make any modification in its terms and conditions.

A sum of Rs. is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be).

If I/We, fail to the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.



Tender Document for Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated.....

Signature of Contractor

Postal Address:

Witness:

Address:

Seal

Occupation:



ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs.....(Rupees.....)

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

For & on behalf of the President of India.

Dated:

Signature

Designation.....

Signature of contractor

Postal Address



PROFORMA OF SCHEDULES

SCHEDULE 'A' - Schedule of quantities (Enclosed)

SCHEDULE 'B' - Schedule of materials to be issued to the contractor.

S.No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
NIL				

SCHEDULE 'C' - Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of Issue
1	2	3	4
NIL			

SCHEDULE 'D' - (Extra schedule for specification requirement/documents for the work)
Detailed drawing attached

SCHEDULE 'E' - Reference to General Conditions of Contract

Name of Work:	"Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur"
Estimated cost of the work:	Rs. 13,02,489/-
Earnest money	Rs. 26,050/-
Performance Guarantee	5% of the tendered value of the work
Security Deposit	2.5% of tendered value of the work

SCHEDULE 'F' - Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8.

Tender Document for Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur

1	Earnest money	Rs. 26,050/- (Rupees Twenty Six Thousand Fifty Only)
2	Performance guarantee	5% of the tendered value of the work
3	Security Deposit	2.5% of tendered value of the work
	General Rules & Directions:	
4	Officer inviting tender	Executive Engineer, MGD-II, Lucknow
	Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2.& 12.3	See below
	Definitions:	Additional definitions as per conditions of contract clause 1
5	Engineer-in-Charge	Executive Engineer, MGD-II, Lucknow.
6	Accepting Authority	Executive Engineer, MGD-II, Lucknow.
7	Percentage on cost of materials and labour to cover all overheads and profits.	15 %
8	Standard Schedule of Rates	DSR-2016 (CPWD)
9	Department	Central Water Commission
10	Standard CPWD Contract Form	GCC 2014, CPWD form 8. (As amended up to data)
	Clause 1	
i.	Time allowed for submission of Performance Guarantee from date	7 Days

Tender Document for Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur

	of issue of letter of acceptance.	
ii	Maximum allowable extension beyond the period (provided in i)above	5 days
	Clause 2	
	Authority for fixing Compensation under clause 2	Superintending Engineer, HOC Dehradun
	Clause 2 A	
	Whether Clause 2 A is applicable	No
	Clause 5	
	Number of days from date of issue of letter of acceptance for reckoning date of start	15 Days
	Milestones	
	Time allowed for execution of work	60 days
	Authority to decide	
i.	Extension of time	Engineer-in-Charge
ii.	Shifting of date of start in case of delay in handing over of site	---NA--
	Clause 6 & 6A	Applicable
	Clause 7	

Tender Document for Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur

	Gross work to be done together with net payment/Adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Not applicable
	Clause 10 A	Not applicable
	Clause 10 B(ii)	Not applicable
	Clause 10C(a)	Not applicable
	Clause 10 C(c)	Not applicable
	Clause 11	
	Specifications to be followed for execution of work	CPWD (Civil) Specifications 2009, Vol.-1 & 2 as corrected upto date.
	Clause 12	NA
12.2 & 12.3	i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work (except earth work)	30%
	Clause 16	Competent Authority for Deciding reduced rates is SE, HOC Dehradun
	Clause 42	Not applicable
i.a)	Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2013 printed by CPWD	Not applicable



ii	Variations permissible on theoretical quantities	
a	Cement for works with estimated cost put to tender not more than 5 lakhs.	Nil
	For works with estimated cost put to Tender is more than 5 lakhs	Nil
b	Bitumen all works	Nil
c	Steel reinforcement and structural steel Sections for diameter, section and category.	Nil
d	All other materials	Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1	Cement	NA	NA
2	Steel Reinforcement	NA	NA
3	Structural sections	NA	NA

Performance Guarantee (CLAUSE 1)

The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned yearwise proportionately. (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee. (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge. (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

Recovery of Security Deposit (CLAUSE 1 A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5. In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A.

Form of Performance Security (Guarantee)-Bank Guarantee Bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (Hereinafter called "the said Contractor(s)") for the work..... (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (Hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. Rupees..... Only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupeesonly)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the 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 agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer- in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government



or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)



INTEGRITY PACT

To,

Executive Engineer,

Middle Ganga Division-2

Central Water Commission,

Lucknow

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that CWC 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 (NIT) 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 NIT.

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 CWC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 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, CWC 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)



INTEGRITY PACT

To,

.....,

.....,

.....

Sub: NIT No. for the work

Dear Sir,

It is hereby declared that CWC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CWC.

Yours faithfully

Executive
Engineer Middle Ganga
Division-2 Central Water
Commission

Lucknow-226024.



INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CWC.)

This Integrity Agreement is made at on this..... Day of.....20.....

BETWEEN

The President of India represented through **Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow 'Principal/Owner'**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
through..... (Hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT 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 Principal/Owner 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 Bidder(s) and Contractor(s).

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 Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

I. No employee of the Principal/Owner, 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.

- II. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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.
- III. The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- IV. If the Principal/Owner 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 Principal/Owner 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 Government / Department 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) commit 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 Principal/Owner'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. 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.
 - b) 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 Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - c) 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

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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.

- d) 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 Government 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 Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner 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 Principal/Owner'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 Principal/Owner 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 Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner 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 Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, 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 Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner 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 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 Principal/ Owner.
- 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 Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner 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, CPWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made. 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 Owner/Principal 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/Contract 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 Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Dated:



SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-indiaelectronic tender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs),

Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

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Opening of relevant part (i.e. Financial-Part)

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk Telephone/ Mobile Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-1126241790 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID ets_support@tcil-india.com

Some Bidding related Information for this Tender (Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows: Submission of Bid-Parts/ Envelopes Single-Part Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD), Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations), Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below: As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Passphrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization): Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend

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the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Centre. The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.



SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Passphrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE :

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End:

Computer System with good configuration (Min core i3, 3.4 GHz, 4 GB DDR 3, 500GB HDD, Windows7 professional), Broadband connectivity, Microsoft Internet Explorer 6.0 or above, Digital Certificate(s).

TERMS AND CONDITIONS

1. The work shall be carried out strictly in accordance with CPWD (Civil)Specifications 2009, Vol.-1 & 2 as corrected upto date and as per instructions of the Engineer-in-Charge. All material shall be got approved from Engineer-in-Charge or its representative before use.
2. The work shall be carried out in engineering like manner. The bad workmanship will not be accepted and defects shall be rectified at contractor's cost to the satisfaction of the Engineer-in-Charge.
3. The security of material/equipment at the site shall be the responsibility of the contractor till handing over of site to the department.
4. The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
5. The entire construction/erection shall be at the risk and responsibility of the contractor until these are inspected and handed over to the department.
6. Some of the items of work, if already executed: in that case the successful tenderer shall have to use these items for completing the work.
7. Prices: The prices quoted by the firm shall be inclusive of all taxes and duties. No concessional/exemption certificate will be issued. Deduction of Income Tax & Contract Tax at source shall be made while releasing payment through final bills as applicable. The makes for items shall be as per Schedule of quantity attached. However, the Engineer-in-charge shall reserve the right to instruct the contractor to remove any make of the material which, in his opinion, is not as per specifications.
8. Contractor shall preserve the copies of invoices, test certificates, gate passes etc. to prove the genuineness of material/purchases. The responsibility of procurement of genuine material of the works shall rest with the contractor.
9. Contractor is advised to visit site before quoting rates for determining site conditions. No claim or argument shall be entertained in this regard at later stage.
10. The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties at site and also for any damage or compensation due to any dispute between the Agency and its workers. If any incident / accident happens during the work at site, the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage / compensation as per the latest rules in force.
11. The contractor shall work under overall control of the Executive Engineer, Middle Ganga Division - II, CWC, Lucknow. The quantity indicated under schedule of work is tentative which can be increased or decreased.
12. Work must be carried out under supervision of contractor's Engineer.
13. The tenderers downloading the tender document from website shall enclose the cost of tender document, i.e., **Rs 590/-** in the form of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Middle Ganga Division-II, CWC payable at Lucknow on or before last date of submission of the e-Tender.
14. Tenderers are encouraged to inspect and examine the workplaces and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the workplace whether he/ she inspects the site or not and no extra

payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost unless it is specifically mentioned in the contract documents.

15. The Earnest Money of **Rs 26050/- (Rupees Twenty Six Thousand Fifty Only)** as Demand Draft drawn on a Scheduled Bank in favour of Purchaser, or in any other forms as per **CPWD works manual 2014** [clause 19.4(i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank. **((a)A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 Lakh whichever is less. will have to be deposited in shape prescribed above and balance can be accepted in form of bank Guarantee issued by a scheduled bank (b) It should be ensured that the FDR is pledged in favour of the Purchaser. It is the tenderer's own interest to keep the FDR valid as long as it is required]** has to be submitted on or before the last date of submission of the tender. Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. The technical bid of the tenderer whose specified earnest money is not received within stipulated time, will not be considered for opening and summarily rejected. No further communication shall be entertained in this regard.
16. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank /Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. **The earnest money deposited alongwith bid shall be returned after receiving the aforesaid performance guarantee.**
17. Executive Engineer, Middle Ganga Division-II, CWC, Lucknow reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.
18. Security deposit is liable to be deducted from the running bill @ 2.5% till total amount of security deposit and performance guarantee achieves 10% of the contract value.
19. Following documents should be submitted by tenderers online:-
 - (i) Signed and scanned copy of valid registration certificate, experience certificates of construction related works, GST registration, PAN No., Income-tax return of previous two years and Tender Acceptance Letter.

- (ii) Signed and Scanned copy of Partnership deed if any as per the tender document
 - (iii) Signed and scanned true copy of undertaking of not being blacklisted by any government department. Financial Bid: 8. The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:
 - (iv) Signed and scanned price schedule as per the tender document. . The financial bid will be considered only for those bidders who qualify the eligibility criteria as per the tender document
20. The bidder has to submit following documents in hard copy in a sealed envelope in office before the date and time of opening of tender otherwise the bid will not be considered for opening
- Earnest Money Deposit in original.
 - Demand Draft towards the cost of tender document in original.
 - Pass Phrase for Financial bid in separate sealed envelope.
21. The department reserves the right at the time of contract award to increase or decrease by up to **20% the quantity of goods** originally specified in the Schedule of Quantities & Financial Bid Format without any change in unit price or other terms and conditions.
22. All the materials used or work to be carried are as per specifications mentioned in C.P.W.D. S.O.R. or D.S.R.
23. **The description of the work is as follows:-**

"Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur"

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and he made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

24. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

25. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
26. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
27. The contractor shall not be permitted to bid for works in this Division office responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of water resources, River Development & Ganga Rejuvenation. Any breach of this condition by the contractor would render his/her bid to be summarily rejected.
28. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the government of India in writing.
29. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection
30. The agreement shall be drawn with the successful tenderer on the prescribed Form No. CPWD7/8, which is available as a Government of India Publication. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
31. The time allowed for carrying out the work will be 03 Months from the date of issue of letter of acceptance of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
32. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/TDR/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Middle Ganga Division-II, C.W.C., Lucknow payable at Lucknow within 7 days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor. Security deposit is liable to be deducted from the running bill @ 2.5% till total amount of security deposit and performance guarantee achieves 10% of the contract value
33. Tenders received without requisite Bid Security (EMD) will be summarily rejected.
34. If the contractor or his work people or servants shall break, deface injure or destroy a building, road, road clubs, fence enclosure, water pipes cables drains, electric or telephone posts or wires, trees, grass land of cultivated ground contiguous to the

place where the works being done, he shall make good the same at his own expense and in the event of his refusing or quailing to do so the damage shall be required at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due to the contractor.

35. This contract shall not be sublet without the written permission of the Engineer in charge of his authorized representative. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may have collected or engagement entered into.
36. B. In every case in which by virtue of the provision of Section 12 Sub Section (1) of the workman "Compensation Act, 1923. Govt is obliged to pay compensation to a worker employed by the contractor, in execution of the works Government will recover from the contractor the amount of the compensation so paid and with prejudice to the rights of Govt. under Section 12, Sub Section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by Govt. to the contractor whether under this contract or otherwise. Government shall not be bound to contract any claim made against it under Section 12 Sub Section(1) of the said Act. Except on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.
37. The contractor shall pay not less than fair wage to labourers engaged by him on the work.

"Explanation" :

- (a) "Fair Wages" means wages whether for time or place work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the C.P.W.D. for the district in which the work is done.
- (b) The contractor shall not withstand the provisions of any contract to the contrary cause to be paid fair wages to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply or cause to be completed with the C.P.W.D. contractor "labour Regulations made by Government from time to time in regard, payment wages, wage period, deductions, from wages, recovery of wages not paid and deductions unauthorisedly made maintenance of wage register wage cards, publication of scale of wages and other terms of employment, inspection and submissions of periodical returns and all other matters of a like nature.
The Executive Engineer or sub Engineer in charge of his authorized representative concerned shall have the right to deduct, from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfilment of the contract for the benefit of the workers, non-payment, of wage or of deductions made from his or their wages

which are not justified by the terms of the contractor or non observance of the regulations.

- (d) Under the provision of the minimum Wages Act, 1948 and the minimum Wages (Central) Rules 1950 modified from time to time. The contractor is bound to allow or cause to be allow to the labourers directly or indirectly employed in the works one day"s rest for six days continuous work and pay wages at the same rate as for duty in the event of default the Executive Engineer or Sub Engineer in charge of his authorised representative concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labours and pay the same to the persons entitled thereto from money due to the contractor.
 - (e) Vis-a-vis the Central Government to the contract shall be primarily liable for the payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contracts.
 - (f) The regulations aforesaid shall be deemed to be a part of contract and may breach thereof shall be deemed to be breach of his contract.
38. In respect of all labour directly or indirectly employed in the works for the performance of the contractor"s part of this agreement the contractor shall comply with the cause to be complied with all rules frame by Government from time to time for the protection of health and sanitary arrangements for workers employed by the C.P.W.D. and its contractors.
39. In the event of the contractor (s) committing a default of any of the provisions or of the Central Public Works Department Contractor"s Labour Regulation are Modal Rules for the protections of health and sanitary arrangements for the workers as amended form time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is waterlily incorrect he/ they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs. 50.00 per every default breach or furnishing making submitting filling such materially incorrect statement and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced of the 50/- per day for each day of default subject to a maximum of 5 percent, of the estimate cost the estimate of the work put to tender. The decisions of the Engineer-in-charge shall be final and binding on the parties.
40. Hutting for labour the contractor (s) shall at his / their own cost provide his their labour with a sufficient number of huts (thereinafter referred to as the camp of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge.)
- i. (a) The minimum height of each hut at eve lavel shall be 7 „," and the following provident will be at the of 30 sq. ft. for each member of the workers family staying with the laboure.
 - (b) The contractor (s) shall in addition construction suitable cooking place having a minimum area 6 X 5" adjacent to the hut for each family.
 - (c) The contractor (s) also construct temporary latrains& urinals for the use of the labourers each on the scale not less than four per each one hundred of the total strength separate latrins and urinals being provided for woman.
 - (d) The contractor (s) construct sufficient number of bathing and washing places one unit for every 25 persons

Tender Document for Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur

residing in the camp these bathing and washing places shall be suitable screened.

- ii. (a) All the huts shall walls of sun dried or brunt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge in case of sun fried bricks the walls should be plastered with gobri on both sides. The floor may be Kutcha but plastered with gobri and shall be at least 6" above the surrounding grounds the roofs shall be laid with thatched or any other material as may be approved by the Engineer-in-Charge and the contractor shall insure that throughout the period of their occupation the roofs remain water-tight.

Standing order No. 101 dated 19.2.1963

In form No. P.W.D.-9 in the Books of forms (First Edition, First Reprint) referred to in para 16 of the Central P.W.D. Code Revised Edition, 1969, and the following after clause 6.

The Security Deposits of Contractors shall not be refunded before the expiry of the three months after the issue of certificate, final or otherwise of completion of Work or till the final bill has been prepared and passed, whichever is later.

Correction Slips of P.W.D. 9 Tender Form for Supply

C.S. No. 1 (Clause 13 A of PWD -9) : This tender/ quotation is submitted on the understanding that we shall responsible for delay or failure to execute orders placed against this tenders quotations directly or indirectly caused by or due to act of Govt. of Mobilization, demobilization requisition force major lock outs, labour disturbances trade disputes strikes fire pertinence damage or accident to our machine or by other even or circumstances whatsoever beyond our machinery or nay of the above said causes or not (this includes delay or any failure to execute the order occasioned by fulfilment by us of any other commitments in cases where directly or indirectly, due to any other causes and or consequences due date or dates or such commitment have been extended).

C.S. No2 (Clause 13 (dd) PWD-9) : In the case of Union Territory of Delhi however as the all-inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the ministry of labour & employment No. 66 (1)/69-I (B) dt. 15-5-69 are inclusive of wages of the weekly day of rest the question of extra payment for the weekly holiday would not arise.

C.S. No.3 (Clause 14 PWD-9) L It is also a term of the Contract that if the contractors do/ does not make any demand for arbitration in respect of any claim (s) in writing with 90 days or receiving the intimation from the Govt. that the bill is ready for payment the claim of the contractors will be deemed to have waived and absolutely barred and the Govt. shall be discharged and released of all liabilities under contract in respect of these claims.

41. GST, purchase tax, turnover tax or any other tax on materials in respect of this contract shall be payable by the contractor and department will reimburse the GST liability arising out of complete work as paid by the contractor.

42. After completion of works, a pre-receipted bill in triplicate must be sent to this office. The amount must be written in figures as well as in words in the bill. Payment will be made through online payment. Interim payment can be made against running bills on written request of the contractor in stages of completion of 40% & 70% of the physical work.

43. Unless otherwise provided in the Schedule of Quantities the rates tendered by the contractor shall be all inclusive and apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account

44. The contractor shall make his own arrangements for obtaining electricity if required and make necessary payments directly to the department concerned.

45. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications 'Abbreviated nomenclature of an item of DSR 2016' shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.

TERMS OF PAYMENTS:

The payment shall be made through NEFT as per Clause 7 of General Conditions of Contract.

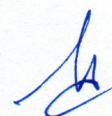


FINANCIAL BID INCLUDING SCHEDULE OF WORK

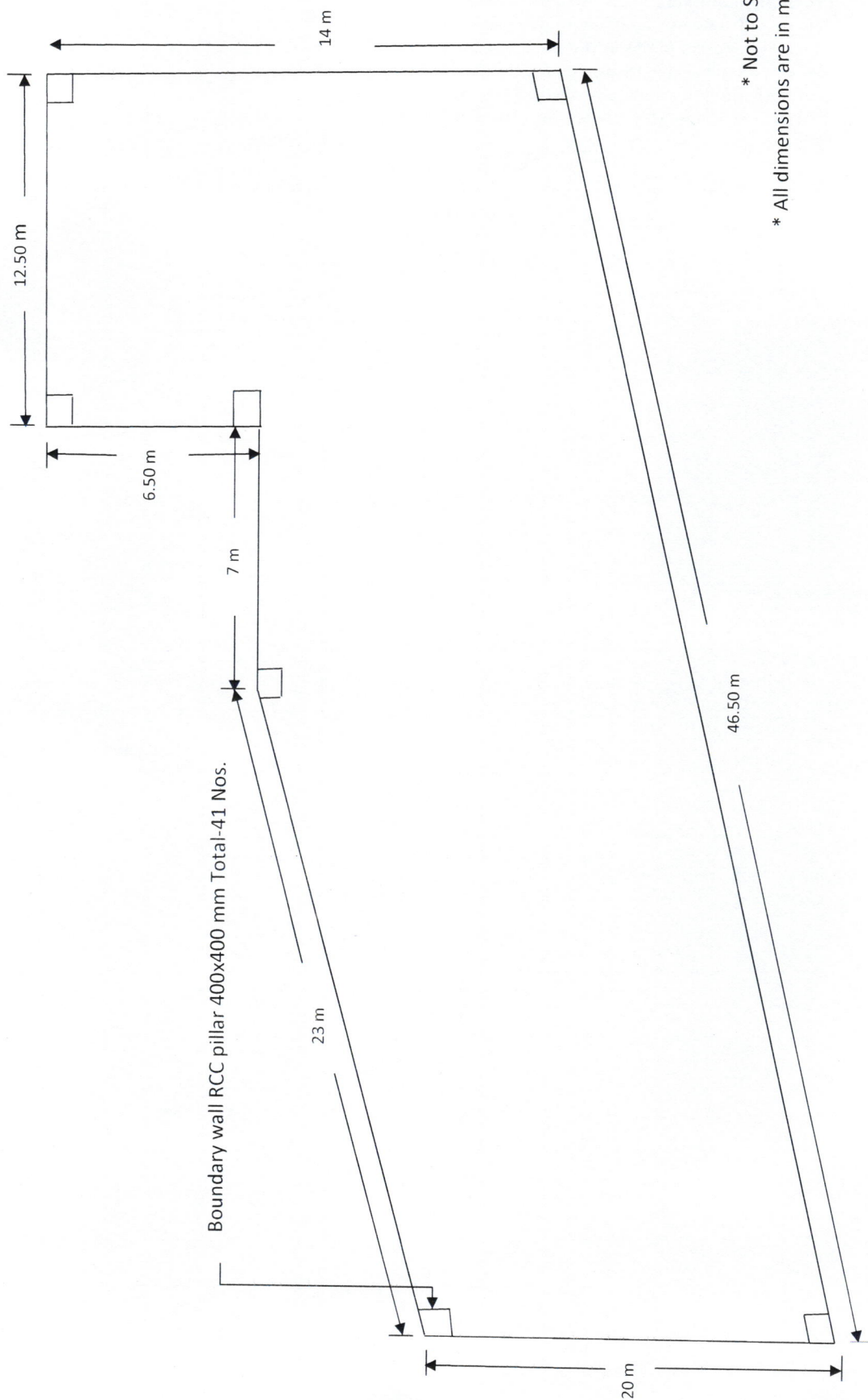
Name of work: Construction of boundary wall at Ankinghat site under Middle Ganga Sub-Division, Kanpur

S.No.	Description of Items	Qty	Unit	Rate (In Rupees)	Amount
1	Earth work in excavation by mechnal means (Hydraulic excavator)/manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and remaining of bottoms, lift upto 1.5 m including geeting out the excavated soil and disposal of exvavated soil as directed, within a lead of 50 M	69.93	cum		
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All works upto plinth level 1:2:4(1 Cement : 2 Coarse sand Zone III : 4 graded stone aggregate 40 mm nominal size).	11.66	cum		
3	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)				
	Total	67.10	cum		
4	Brick work above plinth level				
	Total	53.18	cum		
5	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level				
	Total	24.98	cum		
6	Centering and shuttering including strutting, propping etc. and removal of form for all heights				
	Total	270.18	sqm		
7	Reinforcement in Gate Column & R.C.C. Column				
	Total	1597.36	kg		
8	15 mm cement plaster on rough side of single or half brick wall of mix 1:4 (1 cement: 4 coarse sand)	531.30	sqm		
9	Earth Filling				
	Royalty for good earth	400.00	cum		
	Carriage of Good earth	400.00	cum		
	Filling with available fly ash and earth (excluding rock) in trenches or embankment in layers (each layer should not exceed 15 cm), with intermediate layer of compacted earth (Soil density of 98%) after every four layers of compacted depth of fly ash, sides & top layer of filling shall be done with earth having total minimum compacted thickness 30 cm or as decided by Engineer - in-charge, including compacting each layer by rolling/ ramming and watering, all complete as per drawing and direction of Engineer -in - charge	400.00	cum		

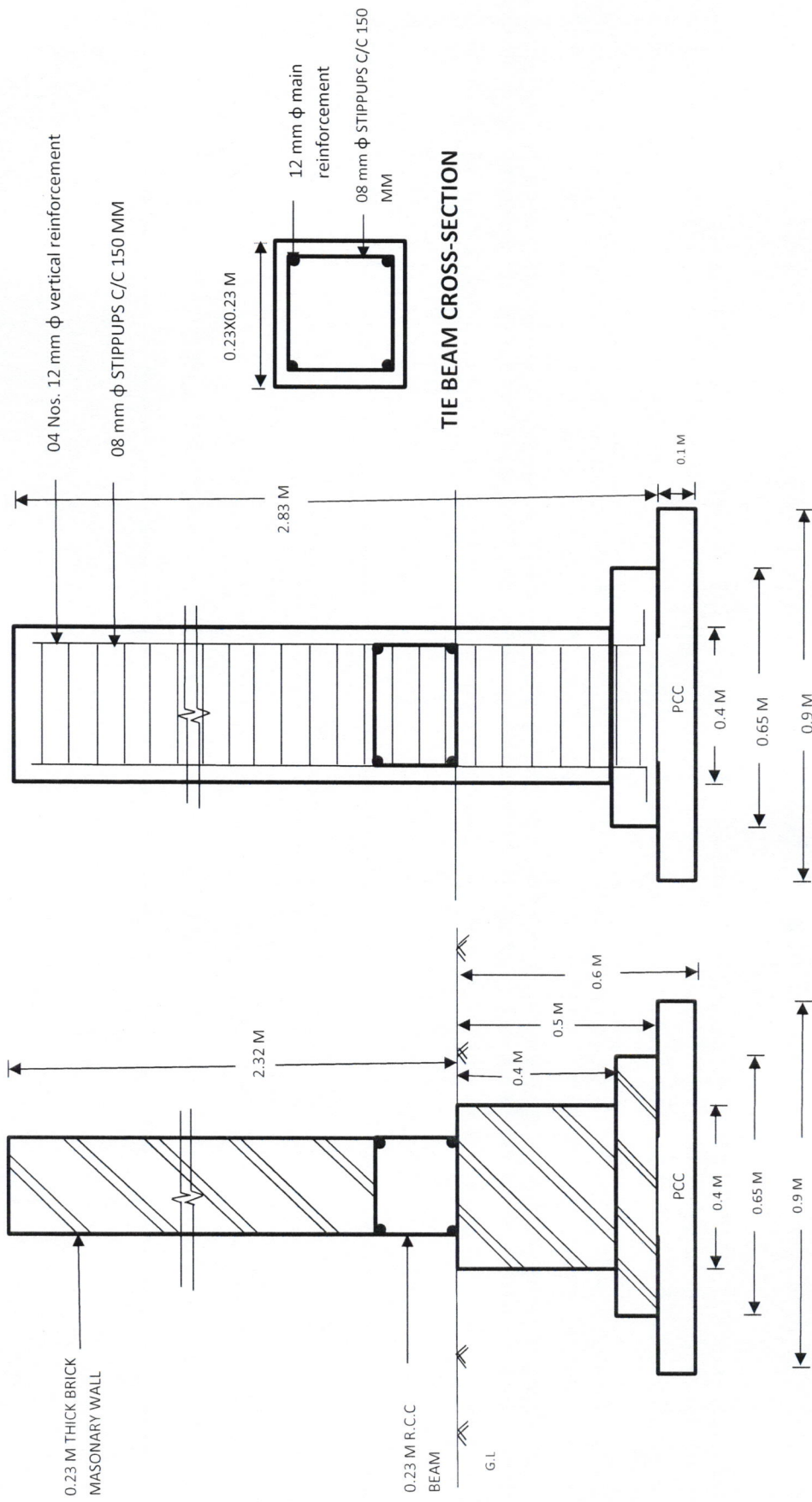
S.No.	Description of Items	Qty	Unit	Rate (In Rupees)	Amount
10	Finishing walls with water proofing cement paint of required shade : New work (Two or more coats applied @ 3.84 kg/10 sqm)	531.30	sqm		
11	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6 mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer Using M.S. angels 40x40x6 mm for diagonal braces	6.30	sqm		
	Total (In figures)				
	Total (In words)				



BOUNDARY WALL PLAN OF SITE ANKINGHAT



* Not to Scale
* All dimensions are in meter



* Not to Scale
* All dimensions are in meter

Handwritten signature