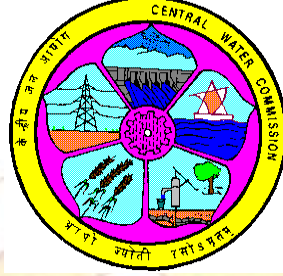




## **Central Water Commission Mahi Division, Gandhinagar**



E-Tender for “Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.

**NIT NO.: CWC/02/2017-18/MD/GNR**

**Mahi Division, Central Water Commission, Gandhinagar**

**COST OF TENDER DOCUMENT: Rs.500/-**

Last date for online submission of e-Tender : - 17/04/2017 up to 16:00 Hrs

Date of opening of e-Tenders: - 18/04/2017 at 15:00 Hrs

**Certified that this tender document contains 46 Pages including this page.**

**April - 2017**

**Central Water Commission**  
**Mahi Division**  
**Gandhinagar**

Name of work:- “Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.

E- Tender No.	<b>CWC/02/2017-18/MD/GNR</b>
Estimated cost put to tender	Rs. 4,37,520.00
Earnest Money Deposit	Rs. 8,750.00
Date & Time of Pre-bid Meeting	NA
Last date & Time of submission of E-Tender	17/04/2017 up to 16.00 Hrs
Date & Time of opening of Technical bid	18/04/2017 at 15.00 Hrs
Cost of Tender Document	Rs. 500/-

**Central Water Commission**  
**Mahi Division**  
**Gandhinagar**

E-Tender for “Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”

**Index**

Sr. No.	Title	Page No.
1	Check list	4
2	Notice for E- Tender	5
3	CPWD-6 & Eligibility Criteria	7
4	Additional instruction to tenderers	11
5	CPWD-8	19
6	General conditions of contract	26
7	Scope of Work , specifications , Special terms & conditions of contract	30
8	Schedule of Quantities	37
9	Financial bid	38
10	Key Events And Dates	39
11	Integrity Pact	41

### CHECK LIST

Please tick the appropriate column.

SI. NO.	DOCUMENT	ENCLOSED	
		YES	NO
1.	Covering Letter of Tenderer		
2.	Original Tender Document including Schedule of Quantities and rates duly signed on each page put in sealed envelope.		
3.	Whether Gross Amount of Tendered Value quoted in both Figure and Words		
4.	Whether all documents in support of eligibility as per Clause 3 of NIT submitted		
5	Whether Earnest money Rs.8,750.00 in form of DD/Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of <b>Executive Engineer, Mahi Division, CWC, Gandhinagar</b> in separate envelop is enclosed		



भारत सरकार

Government of India

जल संसाधन, नदी विकास एवं गंगा संरक्षण मंत्रालय

Ministry of Water Resources, River Development & Ganga Rejuvenation

अधिशायी अभियंता का कार्यालय  
माही मंडल  
केन्द्रीय जल आयोग  
गांधीनगर



Office of The Executive Engineer  
Mahi Division  
Central Water Commission  
Gandhinagar

पत्रांक : 9W/04/2015/HQ-MD/

दिनांक : 04.04.17

## NOTICE INVITING E-TENDER

**NIT No: CWC/02/2017-18/MD/GNR**

date 04/04/2017

Name of work	Estimated cost (Rs.)	Earnest Money Deposit (Rs.)	Cost of Tender Form (Rs.)	Period of Contract
E-Tender for “Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.	4,37,520.00	8,750.00	500/-	1 year

1. Last date of submission of on line Tender is 17/04/2017 up to 16.00 Hrs.
2. Technical & Financial bids will be opened at 15.00 Hrs on 18/04/2017

The interested tenderers shall download the tender document and other details from the website <http://eprocure.gov.in/cppp/>, the Central Public Procurement Portal of Government of India or TCIL's e- tendering portal [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com). The same is also available at tender page on the CWC website at <http://www.cwc.nic.in> . However, their tenders

shall only be accepted on receipt of the cost of tender document as specified before submission of the tender document. The Tender cost shall be paid through A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Mahi Division, CWC, Gandhinagar payable at Gandhinagar.

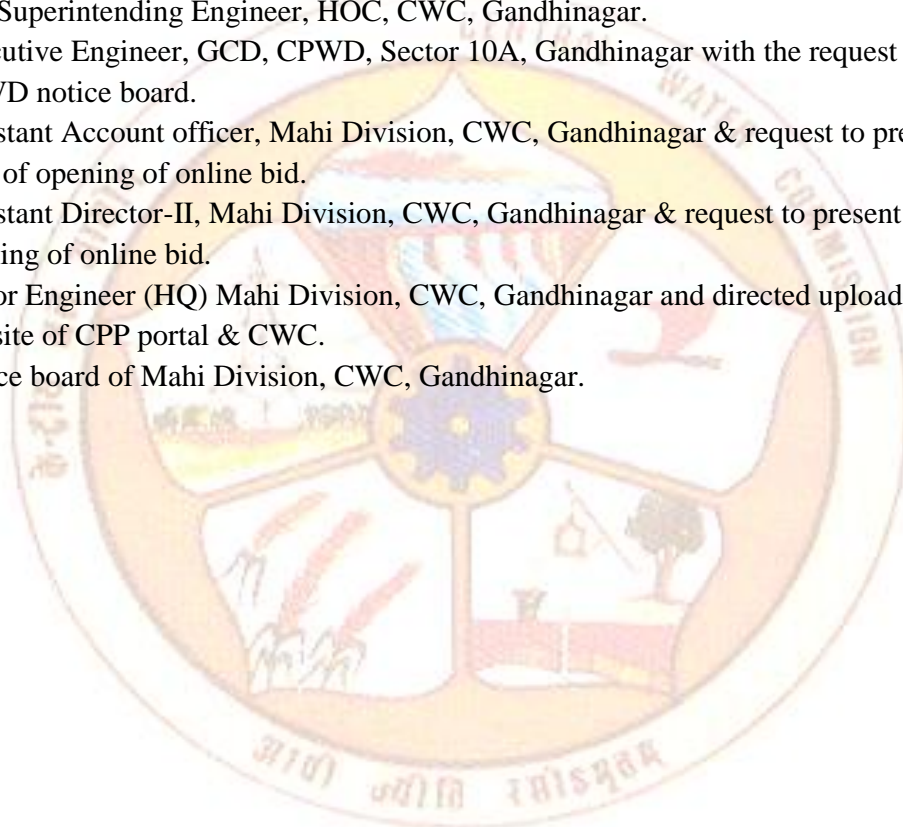
-sd-

Executive Engineer

For & on behalf of President of India

Copy to :

1. The Superintending Engineer (C ) , N & TBO, CWC, Gandhinagar.
2. The Superintending Engineer, HOC, CWC, Gandhinagar.
3. Executive Engineer, GCD, CPWD, Sector 10A, Gandhinagar with the request to display in CPWD notice board.
4. Assistant Account officer, Mahi Division, CWC, Gandhinagar & request to present at the time of opening of online bid.
5. Assistant Director-II, Mahi Division, CWC, Gandhinagar & request to present at the time of opening of online bid.
6. Junior Engineer (HQ) Mahi Division, CWC, Gandhinagar and directed upload the tender in website of CPP portal & CWC.
7. Notice board of Mahi Division, CWC, Gandhinagar.





GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
OFFICE OF THE EXECUTIVE ENGINEER  
MAHI DIVISION  
Sector 10 A, GANDHINAGAR  
GUJARAT-382010  
**NOTICE INVITING E- TENDERS**

**NIT NO.: CWC/02/2017-18/MD/GNR dated:-04/04/2017**

1 The Executive Engineer, Mahi Division, CWC, 3rd Floor, Narmada Tapi Bhawan, Sector-10 A, Gandhinagar , Phone No. 079-23239509 Fax No. 079-23239509 invites item rate online e-tenders on behalf of President of India, comprising of technical and financial bids from contractors/service provider who are registered under appropriate authorities of Government of India ( Central/ State) for the work “Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.

2.0 The estimated cost of the work is Rs **4,37,520.00**

3.0 **Eligibility Criteria:** Tender shall be issued only to eligible firm who fulfills following qualifying requirements:

3.1 The contractor should be registered with EPF and ESIC and have a valid Certificate of EPF and ESI department (Copy to be enclosed).

3.2 They should have a Valid PAN No. (Copy to be enclosed).

3.3 They should have a Valid Service Tax Registration No. (Copy to be enclosed).

3.4 The Firm should have a minimum experience of two years in the field of providing outsourcing services for Government / public Sector undertaking.

4.0 The location of work is “Narmada Tapi Bhawan, Sector 10A, Gandhinagar”

5.0 Tender Document is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL [www.eprocure.gov.in](http://www.eprocure.gov.in) and CWC website URL [www.cwc.gov.in](http://www.cwc.gov.in). The bids shall be submitted online at TCIL web URL <https://www.tcil-india-electronictender.com> upto 16.00 Hrs. of 17/04/2017

6.0 The tender documents can be download online from [www.cwc.gov.in](http://www.cwc.gov.in) or can be issued from the office of “Executive Engineer, Mahi Division, CWC, 3<sup>rd</sup> Floor, Narmada Tapi Bhawan, Sector10A, Gandhinagar” between 11.00 hrs of 06/04/2017 to 16.00 hrs of 15/04/2017 every day except Sundays & Second Saturday of the month & public Holidays

on the payment of (non-refundable) Rs. 500.00 (Rupees five hundred only), as the cost of the tender document and in case, the tender has been downloaded from the website ( [www.cwc.gov.in](http://www.cwc.gov.in)) , at the time of submission of tenders, the firm has to enclose demand draft of **Rs 500.00** in favor of **“Executive Engineer, Mahi Division, CWC, Gandhinagar”** drawn on any scheduled bank and payable at Gandhinagar towards the cost of tender documents.

7.0 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:

- (i) Demand Draft towards tender fee in original in sealed envelope..
- (ii) Demand Draft towards Earnest Money Deposit (EMD) in original in sealed envelope.
- (iii) Pass Phrase for bid submitted in online on TCIL in separate sealed envelope.

8.0 The tender shall be accompanied by Earnest Money, (unless exempted) of Rs.8,750.00 /- (**Rupees eight Thousand seven hundred fifty only**) as Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Mahi Division, CWC Gandhinagar, 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 Engineer in-charge. It is the tenderer's own interest to keep the FDR valid as long as it is required).** 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. If the technical bid of the tenderer does not contain specified earnest money the tender will be summarily rejected and their financial bid shall not be opened. No further communication shall be entertained in this regard.

9.0 The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered 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 or Fixed Deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India in accordance with prescribed form. In case contractor fails to deposit the said performance guarantee within 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.

10.0 **Visit to Work Place by Tenderer:** Tenderer are encouraged to inspect and examine the work place 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 work place 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 / he own cost, unless it is specifically mentioned in the contract documents

- 11.0 Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
- 12.0 The competent authority on behalf of 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 reasons
- 13.0 All bids in which any of the prescribed condition is not fulfilled or any condition including that conditional rebate is put forth by the bidders shall be summarily rejected.
- 14.0 Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.
- 15.0 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 bound to perform the same at the rate quoted
- 16.0 The tenderer shall not be permitted to tender for works in this division office responsible for award and execution of contracts, in which his near relative is posted as 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.
- 17.0 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/her 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.
- 18.0 **Validity Period of Tender: The offer for the work shall remain valid for acceptance for a period of 60 (sixty) days from the date of opening of online 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, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said EMD as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work

19.0 **Signing of Contract Agreement:** The 'Notice Inviting Tender', shall form a part of the contract document. The Successful bidder/ 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 agreement consisting of:

- (a) The Notice inviting tender, all documents including terms & conditions, forming part of the tender as issued at the time of invitation tender and rates quoted at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
- (b) Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

-sd-

Executive Engineer,  
Mahi Division, CWC, Gandhinagar  
For & on behalf of President of India



### **ADDITIONAL INSTRUCTIONS TO TENDERERS**

- 1) At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.
- 2) The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.
- 3) All corrections/ cuttings/over writings in the tender document shall be initialed by the Tenderer.
- 4) The technical bid prepared by the Tenderer shall comprise the following components:
  - a) All the terms and conditions clearly indicating variation, if any, with tender requirements;
  - b) Documentary evidence to establish that the Tenderer is eligible to bid and is qualified to perform the contract if the bid is accepted;
  - c) Documentary evidence to establish that the services to be provided by the Tenderer are as per specifications and conform to the bidding documents;
  - d) Earnest Money Deposit in prescribed form; and
  - e) Original tender with schedule of quantities without any pricing information.
- 5) The financial bid shall comprise the following components:
  - a) Schedule of Quantities and Financial Bid Format duly completed
- 6) Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.
- 6) **Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.nic.in](http://www.cwc.nic.in)**

**For the evaluation and submission purpose only online bid is permissible. However, the bidder are requested to submit the hard copies of the bids in the office of Executive Engineer, Mahi division, CWC Gandhinagar, on or before opening e-tender, that would be only for reference, and cannot be construed as a substitute of online bid.**

## 8) SUBMISSION OF DOCUMENTS

i) Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN No and Tender Acceptance Letter

ii) Signed and Scanned copy of previous three years Income-tax / ESI, EPF Registration Certificate/ Service Tax Registration certificate / Affidavit of partnership firm/ Pvt. Ltd. Or public Ltd. Company registered certificate.

iii) Signed and Scanned copy of audited Balance sheet of last three years.

iv) Signed and scanned true copy of Partnership deed as per the tender document.

v) Signed and scanned true copy of undertaking of not being blacklisted by any government department.

8.1) The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:

i) Signed and scanned price schedule as per tender document.

8.2) The financial bid will be opened only for those bidders who qualify the eligibility criteria as per the tender document as a part of technical bid.

**8.3 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**

i) Earnest Money Deposit in original.

ii) Demand Draft towards tender document cost in original.

iii) Pass Phrase for Technical & Financial bid in separate sealed envelopes

The bidder should not submit any other document as listed above

9) Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, and CWC website [www.cwc.nic.in](http://www.cwc.nic.in) and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum /amendment

10) Evaluation of Bids: Initially only the Technical Bids shall be opened and evaluated. If the bidder meets the qualifying criteria as specified in the bid document, and the solution offered by him meets the requirement of the tenderer, then the bidder shall be shortlisted for financial evaluation. Otherwise the bidder would be rejected at this stage itself.

The date and time of opening of the financial bids shall be fixed subsequently and intimated to the technically qualified bidders in advance. The bidder whose bid is in order and evaluated to



be financially lowest, after considering any loadings that are decided at the technical evaluation stage, shall be considered for negotiations(not involving financial aspects) for award of the contract.

**Please Note:** . Bidders are requested to submit their technical bids with all the supporting documents in the above order only for the purpose of technical evaluation. Those bids not meeting this criterion shall be summarily rejected

- 11) The rate quoted shall not be below the minimum wages as per latest Government of India order.
- 12) Rate shall be quoted in **Indian Rupees only**.
- 13) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, its tender will be rejected.
- 14) The department will evaluate and compare tender which have been determined to be substantially responsive and the financial tender shall be opened only of the Tenderers whose technical bids are found acceptable. The date and time shall be fixed subsequently and intimated to the technically qualified Tenderers in advance.
- 15) The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.
- 16) An affirmative determination will be a prerequisite for award of the work to the contractor
- 17) Attention of the tenderers is drawn to the Clause 1 and Clause 1(A) of Standard Contract Conditions under CPWD Forms 7/8 regarding the deduction of security deposit.

#### **18) 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. Contractors/ 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
- 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 'Contractor 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): +91-1126202699 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID [ets\\_support@tcil-india.com](mailto: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 Pass Phrase 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 Contractor 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 the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Contractor 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 enhance 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 Contractor 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 Contractor 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 Contractor 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 Pass Phrase 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.

.....X.....



GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION

STATE :Gujarat  
ORGANISATION : Narmada & Tapi Basin Organization,  
CIRCLE : Hydrological Observation Circle  
DIVISION : Mahi Division

**Tender & Contract for Works :**

“Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.

To be submitted online up to 16.00 hours on **17/04/2017** to Executive Engineer Mahi Division, CWC, Gandhinagar

To be opened online in presence of tenderer(s) or their authorized representatives who may be present at 15.00 hours on **18/04/2017** in the office of the Executive Engineer, Mahi Div, CWC Gandhinagar.

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, General Conditions and Special Conditions of Contract, 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 respects with the specifications, designs, drawings and instructions with such materials as are provided for, by, and in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for Sixty (60) days from the due date of opening of online bids thereof and not to make any modifications in its terms and conditions.

A sum of Rs. 8,750.00/- (**Rupees eight thousand seven hundred fifty only**) is hereby forwarded in cash /receipt treasury challan/deposit at call receipt of a schedule bank/fixed deposit receipt of a schedule bank/demand draft of schedule bank/bank guarantee issued by a schedule bank as earnest money. If I/We fail to commence work as specified, I/We agree that said 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 earnest money absolutely; otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F'.

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

I/we have already furnished security to the President of India in lieu of earnest money and have deposited with the Executive Engineer, Mahi Division, CWC, Gandhinagar, a lump sum security of

Rs. ....as earnest money in individual cases & I/We, therefore claim exemption in terms of the Bond executed by me/us and bearing no. .... dt. \_\_/\_\_/\_\_ against the necessity of depositing earnest money in respect of the above tender for work. I/We agree that should the President of India or his successors in office decide to forfeit earnest money mentioned for this work, unless a sum equal to the earnest money is paid by us forthwith, the competent authority, for President of India may at his option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us under this contract or otherwise.

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 there from 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

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 on behalf of the President of India 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:

i)

ii)

iii)

Dated.....



## **SCHEDULES**

**SCHEDULE 'A'** - Schedule of quantities (Enclosed)

**SCHEDULE 'B'** - Not applicable

(Schedule of materials to be issued to the contract)

**SCHEDULE 'C'** - Not applicable

(Tools and plants to be hired to the contractor)

**SCHEDULE 'D'** - Extra Schedule for specific requirement/document for the work if any, Additional Terms & Conditions, Special Conditions of Contract and Scope of work.

**SCHEDULE 'E'** - Not Applicable

(Schedule of component of Materials, Labour etc. for escalation.)

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

**Name of work:** “Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.

ia	Estimated cost of work put to tender	Rs. 4,37,520.00
ib	Earnest money	2% of Estimated Cost Rs. 8,750.00
ii	Performance guarantee	5% of contract price
iii	Security Deposit	5% of contract price
	<b>General Rules &amp; Directions:</b>	
	Officer inviting tender	Executive Engineer, Mahi Division, CWC, Gandhinagar
	<b>Definitions:</b>	Additional definitions as per conditions of contract clause 1
2(v)	Engineer-in-Charge	Executive Engineer, Mahi Division, CWC, Gandhinagar
2(viii)	Accepting Authority	Executive Engineer, Mahi Division, CWC, Gandhinagar
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable



2(xi)	Standard Schedule of Rates	Minimum basic wages as specified in the latest order of Chief Labour Commissioner (Central) Ministry of Labour & Employment, Ahmedabad for Skilled labour for Area 'A'
2(xii)	Department	Central Water Commission
9(ii)	Standard CPWD Contract Form	CPWD Form- 7/8 as amended from time to time
	<b>Clause 1</b>	
i.	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance.	07 Days
ii	Maximum allowable extension beyond the period (provided in i)above	Nil
	<b>Clause 2</b>	
	Authority for fixing Compensation under clause 2	Superintending Engineer, HOC, CWC, Gandhinagar.
	<b>Clause 2 A</b>	
	Whether Clause 2 A is applicable	No
	<b>Clause 5</b>	
	Number of days from date of issue of letter of acceptance for reckoning date of start of work	7 Days
	<b>Milestones</b>	
	Time allowed for execution of work	01 Year
	<b>Clause 6 &amp; 6A</b>	Clause 6 is applicable
	<b>Clause 7</b>	
	Payment on intermediate certificate	Monthly
	<b>Clause 10 A</b>	Not applicable
	<b>Clause 10 B(ii)</b>	Not applicable
	<b>Clause 10CA</b>	Not applicable
	<b>Clause 10 CC</b>	Not applicable
	<b>Clause 11</b>	Applicable
	Specifications to be followed for	As per Scope of Work and Terms & Conditions of

	execution of work	Tender document
	<b>Clause 12</b>	Not applicable
	<b>Clause 16</b>	Not applicable
	<b>Clause 42</b>	Not applicable

**Note:-** All the other clauses of the GCC of CPWD shall be applicable which have not been mentioned above. The special condition of contract will supersede the clauses of GCC and shall be treated as final.

.....X.....



### GENERAL CONDITIONS & CLAUSES OF CONTRACT

1. The officer inviting tender is Executive Engineer, Mahi Division, CWC, Gandhinagar. The Engineer-in-charge is Executive Engineer, Mahi Division, CWC, Gandhinagar.
2. The Accepting Authority is Executive Engineer, Mahi Division, CWC, Gandhinagar.
3. Specifications as mentioned in NIT will be followed for execution of the work.
4. The Tenderer are required to quote rates in Rupees item wise as specified in the "**Schedule of Quantities and Rates**" in tender document.
5. The accepting authority shall have full right to reject all or any of the tender without assigning any reason thereof.
- 6.. Valid PAN No., Service Tax No, Proof of valid Registration with any of the agencies or specialized agencies for such works mentioned in NIT, Registration for EPF and ESI, partnership deed if any , regarding past experience etc. should be produced at the time of submitting the tender papers, failing which the tenders are liable to be rejected.
7. It is expected that the agency should, in advance, get them well acquainted with the site and circumstances where the works are to be executed.
8. If the work is not started within the stipulated time by the successful lowest Tenderer or whose tender is accepted, the Earnest Money shall be forfeited and work will be rescind/cancelled and may be allotted to the next tenderer.
9. The work shall be executed in accordance with the specifications mentioned in NIT.
10. The Engineer-in-Charge shall have power to make any alteration in Omissions from, additions to or substitution for, the original specification that may appear to him to be necessary or advisable during the progress of the work in accordance with any instructions which may be given to him in writing signed by the Engineer in Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered/ additional / substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions, in all respect on which he agreed to do the main work and at same rates as are specified in the tender for the work.
11. In case of any conflict/dispute regarding specification of works etc. The decision of the Engineer-in-Charge shall be final and binding.
12. If at any time after execution of the contract document, the Engineer-in Charge shall, for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case except as provided hereunder, the contractor shall not have any claim in any form for any payment or compensation, he might have derived from the execution of the work in full but which he

did not so derive in consequence of the full amount of the work not having been carried out or on account of loss that he may be put to, on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason to any alteration having been made in the original specifications and instructions which may involve any curtailment of the work as originally contemplated however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice, the contractor shall be paid for such material at the rate determined by the Engineer-in-Charge provided they are not in excess of requirement.

13. Taxes as applicable such as, Income tax, Service Tax, Sales Tax, Surcharge etc. as the case may be, at the prescribed rate of gross value of work shall be deducted at source unless Income Tax Authorities or any other competent Authority exempts the contractor.
14. On the breach of any term or condition of this contract by the contractor, the Accepting Authority/Engineer-in-Charge shall forfeit the full amount of the security deposit deducted from bill and or keep back the security money as compensation for the said breach but, without prejudice to the right of CWC to recover any further amount as penalty/damages from any sum due to or which may become due to the agency by CWC or otherwise.
15. In tender forms gross amount should be indicated both in words and figures accurately. In case of any difference, the lower of the two shall be treated as the final.
16. **Security for performance:**
  - 16.1 **Performance Guarantee:**
    - (i) The contractor shall submit an irrecoverable Performance Guarantee of 5% (Five percent) of the contract price in addition to other deposits mentioned elsewhere in the contract for his proper performance according to the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period of contract from the date of issue of letter of intent. This guarantee shall be in the form of in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of The Executive Engineer, Mahi Division, CWC, Gandhinagar payable at Gandhinagar. In case a fixed deposit receipt of any Bank is furnished by the agency to the Executive Engineer, CWC, Gandhinagar 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 agency and the agency shall forthwith on demand furnish additional security to the Executive Engineer, CWC, Gandhinagar 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 plus 60 days beyond that. 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 within one month from the date of issue of completion certificate.



(iii) The Employer shall not make a claim under the performance guarantee except for amounts to which the Executive Engineer, CWC, Gandhinagar 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 agency to extend the validity of the Performance Guarantee as described herein above, in which event the Executive Engineer, CWC, Gandhinagar may claim the full amount of the Performance Guarantee.

(b) Failure by the agency to pay Executive Engineer, CWC, Gandhinagar any amount due, either as agreed by the agency or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Executive Engineer, CWC, Gandhinagar.

(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 Executive Engineer, CWC, Gandhinagar.

**17. Recovery of Security Deposit:**

(i) The person whose Tender may be accepted shall permit Executive Engineer, CWC, Gandhinagar at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum will amount to security deposit of 5% of the Tender value of the work including the adjustment of earnest money. Such deductions will be made and held by Executive Engineer, CWC, Gandhinagar 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 fixed deposit receipts / bank guarantee of a commercial bank of India. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Executive Engineer, CWC, Gandhinagar 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 Executive Engineer, CWC, Gandhinagar to make good the deficit.

(ii) All compensations or the other sums of money payable by the agency 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 Executive Engineer, CWC, Gandhinagar 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/ DD or fixed deposit receipt or bank guarantee Tendered by Scheduled Bank, endorsed in favour of the Executive Engineer, CWC, Gandhinagar, 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 of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of Tenders will be treated a part of the Security Deposit. The Security Deposit of 5% deducted through running bills including EMD shall be refunded to the contractor after six months from the date of issue of completion certificate.



18. All other conditions specified in the CPWD General Condition of Contract and any other rules of CPWD codes and its amendment as applicable will be binding on the successful Tenderer for this contract.

.....X.....



## SCOPE OF WORK, SPECIFICATIONS AND SPECIAL TERMS & CONDITIONS

### 1.0 SCOPE OF WORK

- 1.1 “Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.
- 1.2 The duration of this Contract shall be for a period of 1 year. The successful Tenderer shall be expected to provide the services during the specified contract period on Contract Basis (or extended period on mutual consent, if any) as described in the contract data.

Sl. No.	Description of item	Age	unit	Qty
1	“Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.	21- 58 Yrs	Per Month Per Driver	2 Nos.

### 2.0 CONDITIONS OF TENDER

- 2.1 The “agency” shall be responsible for any loss/damage/theft/accident of any type to vehicle due to irresponsible/negligent driving by the M.V. Driver, deployed by the “agency” during their duty and the “authority” have the right to recover full loss of such amount from the “Agency”
- 2.2 The “Agency” all work under the control of the Executive Engineer, Mahi Division, CWC, Gandhinagar.
- 2.3 This is purely a temporary arrangement which can be terminated at any time without assigning any reasons by serving fifteen days notice. And no claim by engaged personals for Government Service in future will be entertained.
- 2.4 The “Tenderer” shall be entirely responsible for providing efficient and reliable services. The agency shall perform the services as per the provisions and guidelines stipulated under law and shall deploy personal accordingly.
- 2.5 The “Tenderer” shall be entirely responsible for the protection of Government Vehicle in the event of any accident the Agency shall indemnify, the department from any liability arising out of dispute with the third party or legal matters.
- 2.6 The “Tenderer” shall be entirely responsible and ensure that only persons authorized by the CWC are allowed to operate/repair/maintain the vehicle and that no such equipment, machinery or any part of the vehicle is removed out.

- 2.7 The Tenderer shall employ only such personnel, as may be educated/ trained enough to carry out job.
- 2.8 The “Authority” shall not be responsible for death / injury sustained to the workers during the performance of their duties and also for any damage or compensation due to any dispute between the “Agency” and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be borne by the “Tenderer”. In case of any incident / accident during the duty period, 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.
- 2.9 In case of any litigation due to accident, the agency shall handle at its on cost and in the event of the department happens to be incurred any expenditure towards litigation, the same shall be recovered from the agency.
- 2.10 The “Tenderer” shall be solely responsible for payment of wages/ salary/ benefits and/ allowances to the persons employed for this work, that might become applicable under any act or order of government. The Department shall have no liability whatsoever in this regard and the contractor shall indemnify this department against any/ all claims which may arise under the provision of various acts Govt. orders etc.
- 2.11 The “Agency” shall be responsible for any losses of the Government Vehicle and the questions of losses as may be determined by the “Authority” shall be accepted to the “Agency” and the “Agency” should make payment of such losses to the “Authority” forth with on demand
- 2.12 In case it is noticed by the “Authority” that the work carried out by the “Tenderer” is not up to the mark/ required standard, 2 days written notice will be given to the “Tenderer” warning the inefficient state of work and asking “Tenderer” to improve upon the standard with in this period. In the event of finding that there is no improvement and the work is not being carried out as per instruction of “Authority” the contract shall be changed within 24 hours.
- 2.13 If any person of agency on duty is found drunken state or found misbehaving while on duty or unfit for duty, such personnel shall be replaced immediately at the absolute discretion of “Authority” or his representative.
- 2.14 The “Agency” shall submit a duty roster to the “Authority” at the beginning of each and every month mentioning the names of the persons who are deploying for Motor Vehicle driving services.
- 2.15 In case of any dispute, decision of “Authority” will be final and binding.
- 2.16 The “Agency” shall maintain a register of the attendance at office premises in order to have record of the Driver on duty and shall provide Identity card to the personnel on duty.
- 2.17 The “Agency” shall furnish a Police verification certificate after police verification of the deployed person for Motor Vehicle Driver. The driver engaged by the agency should have valid driving license to drive light motor vehicle.

- 2.18 The “Agency” shall arrange equipment like Uniform, Name Badge, Shoes, , Record register etc required for the work at its own cost.
- 2.19 MV driver shall have to work at his duty place and should be ready to perform the duty any where under the jurisdiction of Div. i.e. Rajasthan, M.P., Maharashtra & Gujarat.
- 2.20 None of the person engaged by the “Tenderer” shall be paid less than minimum wages as fixed by Government of India from time to time. Any claim due to revision in wages will be entertained in case of revision of minimum wages by Central Govt.
- 2.21 The “Tenderer” should ensure and furnish a certificate supported by documentary proof while claiming the bill in every month that they are paying at least minimum wages to the engaged persons and also deposited the PF, ESI etc as per the rates fixed by the ministry of Labour and Employment.
- 2.22 The “Tenderer” shall disburse wages to its employees on or before 7th day of the succeeding month to the month in respect whereof wages are payable irrespective of fact whether it has received amount of consideration from the department or not and a certificate to this effect shall be enclosed while submitting the bill.
- 2.23 No advance payment shall be made. However the payment shall be released only after the end of every month provided the services are satisfactory. Payment will be made within 15 days on receipt of the bill in triplicate by A/c payee Cheque/Demand Draft on SBI, Gandhinagar provided that the bill is submitted within time and with all documentary proofs as per item No. 7.1. In case the agency submits incomplete bills and/or without necessary documentary proofs, the department shall not be held responsible for any delay in making payments.
- 2.24 In case of equal quoted amount by various Tenderer, preference would be given to that Tenderer who have provided same type of services to the CWC earlier satisfactorily.
- 2.25 Tenderer are advised to visit the place of work to acquaint themselves with the conditions, approaches, camping facilities before quoting their rates for the execution of the work. Non - familiarity with the conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.
- 2.26 The “Tenderer” should provide an alternate arrangement for the person/persons who is engaged for security work, proceeds on leave. **Otherwise amount of wages for twice the amount of period of absence will be deducted from the bill.**
- 2.27 **The department reserves the right for test and interview for the person/persons before issuing the order.**
- 2.28 The location of Office may be changed at the time of work order without assigning any reason as per requirement of work.
- 2.29 The “Tenderer” shall execute the service and discharge their obligations to the entire satisfaction of the Engineer-in-charge and in accordance with the directions and specific instructions as may be issued from time to time by the employer or its officer in charge.



- 2.30 The “Tenderer” shall act diligently and take appropriate action, in case of fire or any other calamity, theft, etc. and to prevent it and further to reduce the damage and keep informed the appropriate authorities.
- 2.31 The Driver shall be paid DA for outstation duties by the Agency as per the minimum scale of MV driver of Central Water Commission and its reimbursement claimed while submitting the monthly bill.

### **3.0 COMMENCEMENT & COMPLETION OF SERVICE**

- 3.1 The “Tenderer” will commence service within 7 days after issuing work order for the period of 1 year or as per the instructions of the Engineer-in-charge.

### **4.0 QUALITY OF SERVICE**

- 4.1 It will be the responsibility of the contractor to maintain the high standard of services.
- 4.2 In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the engineer-in-charge, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the agency on the instruction of the engineer-in-charge

### **5.0 PENALTY OF SERVICES**

- 5.1 In case, any person providing the services as per the schedule of work is found to be absent from duty, twice the amount of wages for the period of absence will be deducted from the bill.
- 5.2 If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of “Tenderer” and “Tenderer” shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.
- 5.3 In case of the non-performance, part-performance and under-performance of the work in accordance with the schedule of services on any day or part of the day, then the Department, would be entitled to be compensated as the case may be. Before deciding quantum of compensation the department may give notice to agency. The decision of CWC as regards the quantum of compensation will be final.

### **6.0 REGISTRATION WITH THE GOVERNMENT AND OTHER OBLIGATIONS**

- 6.1 Tenderer shall be required to follow all directives of the Government under Act of ESI,PF/EPF, Contract labour Act, Social Welfare Legislation Act like Workman's Compensation and shall be registered with the statutory authorities in the government towards the same. The minimum wages of unskilled labour shall be as per Regional Labour Commissioner circulars of Government of India/State Authorities (whichever is higher). The agency should submit the certificate to Engineer-in-charge towards necessary compliance of all Govt. obligations on part of Agency on monthly basis. CWC shall not be responsible for any extra claims of staff engaged by the contractor for the work of CWC.

## 7.1 TERMS OF PAYMENTS

(a) No advance payment shall be made. However the payment shall be released only after the end of every month provided the services are satisfactory. Payment will be made within 15 days on receipt of the bill in triplicate along with attendance of person engaged duly signed by the concern Junior Engineer by A/c payee Cheque on SBI, Gandhinagar provided that the bill is submitted within time and with all documentary proofs as per sub clause No 7.1 (b) (i, ii, iii & iv). In case the agency submits incomplete bills and/or without necessary documentary proofs, the department shall not be held responsible for any delay in making payments.

(b) Following documents shall be enclosed with the running bills:-

- i) Proof of payment of wages. The Agency shall disburse the wages of the persons engaged for this work through bank A/c of the engaged person and the bank transaction receipt shall be attached with the bill. No other means of disbursement of wages except through bank A/c of person concerned shall be considered as valid proof of disbursement of payment.
- ii) Proof of EPF contribution made by the contractor and also furnishes the EPF A/c No. of the person engaged for above work.
- iii) ESI contribution made by the contractor with proof of ESI contribution
- iv) Service Tax payment proofs.

7.2. The "Agency" shall disburse wages to its employees on or before 7th day of the succeeding month to the month in respect whereof wages are payable irrespective of fact whether it has received amount of consideration from the department or not.

7.3 Any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the bill.

7.4 The payment will be made by account payee cheque / demand draft after completion of work on monthly basis for which the Agency shall be raising bills in triplicate in favor of Executive Engineer, Mahi Division, Gandhinagar.

7.5 The "Tenderer" shall provide a Bank/Performance Guarantee in the prescribed Performance guarantee of 5% of tendered amount. The Bank/Performance Guarantee submitted by the "Tenderer" shall be valid up to 2 month beyond the completion of work. In addition to this security deposit of 5% of tendered amount shall be deducted from the bills including adjustment of Earnest money as security deposit at the time of making the payments.

7.6 For the purpose of this tender document "Tenderer", "Agency" and "Contractor" are synonymous.

## **8.0 JURISDICTION**

- 8.1 All disputes or differences between the Parties to this agreement, meaning or effect of this agreement of the respective rights and liabilities of the parties here to or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act and only the courts in Ahmedabad shall have jurisdiction in all matter arising out of or connected with the agreement.

## **9.0 NOTICES**

- 9.1 Any notice given by one party to other pursuant to this Contract shall be sent to the other party in writing by registered post or fax confirmed in writing to the other party's address specified in this contract.

## **10.0 SUBCONTRACTS**

- 10.1 The "Tenderer" shall notify the Department in writing of all subcontracts awarded under this contract and this shall not relieve any liability or obligation under the contract to the Agency.
- 10.2 The "Tenderer" shall not assign, in whole or any part, its obligations to perform under this contract, to other Agency.

## **11.0 AGENCY'S OBLIGATION**

- 11.1 The "Tenderer" is obliged to work closely with the Department's staff, act within its authority and abide by directions issued by the Engineer-in-charge for implementation of works.
- 11.2 The "Tenderer" will abide by the job safety measures prevalent in India as per Government norms and will free the Department from all the demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities/ compensation arising from such incidents and will not hold the Department responsible or obligated.
- 11.3 The "Tenderer" is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 11.4 The Department shall not in any manner be responsible for any act, negligence, default; omission of any personnel engaged by the Contractor and no claim in this respect will lie against the Department. However, if any such claim is made against the Department, the agency shall indemnify / reimburse the Department against all the money paid and expenses incurred by the employer.
- 11.5 The "Tenderer" shall, in case any of its personnel is negligent in performing his duty resulting in inconvenience and / or loss to the property of the department, be liable to compensate the Department for such loss or damage. The extent of damages to be recovered as such shall be determined after due inquiry by the Committee constituted by the competent authority of CWC. The decision of competent authority of CWC shall be final and binding on the Contractor.
- 11.6 The "Tenderer" shall be responsible for

- i) Providing proper uniform to the personnel on duty and make sure that they are in proper uniform.
  - ii) Providing valid Identity card duly authenticated by Engineer-in-charge to the personnel while on duty.
  - iii) Providing copy valid driving license of personnel engaged by the agency.
  - iv) Any personnel not found suitable to this office should be changed within 24 hours after a written request/complaint is made by Engineer in charge.
  - v) Providing and ensuring all such amenities/implements/kit to the personnel as are required for a smooth and efficient execution of the duties.
  - vi) Providing copy of bio-data with photo, appointment letter and Identity Card of the personnel deputed on duty after due verifications to this office for check and record.
  - vii) Good character, conduct and behavior of the personnel deployed by him.
- 11.7 Contractor should produce the documentary evidence to the Department regarding disbursement of wages to his staff engaged in work while submitting the bills.
- 11.8 The “Tenderer” should produce receipts for contributions made towards the EPF, ESI and Service Tax of the persons engaged, to department as per the prevalent rates fixed by the concerned Government Authority as a documentary proof while claiming the bill in every mo
- 11.9 Any corrections/cuttings in the Tender document shall be initialed by the Tenderer.
- 12.0 **WATER & ELECTRICITY**
- 12.1 Water & Electricity will be provided by Department free of cost for the execution of service.
- 13.0 No other charges, wages, dues, allowances and compensation whatsoever to staff, employees or other persons to be deployed by the Agency for the services rendered or to be rendered by the contractor, over and above the amount quoted by the contractor will be paid to the contractor.

-----X-----



### Schedule of Quantities

**Name of work:** “Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.

Sr. no	Description of Work	Unit	Qty.
1.	“Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.	Per month	2 (two)
	Bifurcation of Salary		
a.	Minimum salary including paid holiday for 30 days		
b.	PF contribution (for 26 days) @ 13.61 %		
c.	ESI contribution (for 26 days)@4.75%		
d.	Service charge		
	Total (a+b+c+d)		
e.	Service Tax /GST as per Govt. rule		

### Financial Bid

**Name of work:** “Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.

Sr. no	Description of Work	Unit	Qty.	Minimum wages Rate in Rs. (A)	Amount
1.	“Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.	Per month	2 (two)		
	Bifurcation of Salary				
a.	Minimum salary including paid holiday for 30 days				
b.	PF contribution (for 26 days) @ 13.61 %				
c.	ESI contribution (for 26 days)@4.75%				
d.	Service charge				
	Total (a+b+c+d)				
e.	Service Tax /GST as per Govt. Rule				
	Total				
	Total for one service per month				
	Total for 2 services per month				
	Total for 2 services for one year				
<b>In wards:-</b>					

Signature with seal of the agency

Address:

## KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer Mahi Division, Gandhinagar 3 <sup>rd</sup> Floor, Narmada Tapi Bhawan Sector 10 A, Gandhinagar-382010
2	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL <a href="https://www.tcilindiaelectronic tender.com">https://www.tcilindiaelectronic tender.com</a>
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer Mahi Division, Gandhinagar 3 <sup>rd</sup> Floor, Narmada Tapi Bhawan Sector 10 A, Gandhinagar-382010
4	Job requirement	"Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar".
5	Language(s) in which items to be printed	English
6	Validity of the Tender	60 Days
7	Issuance of the tender	Tender can be downloaded from 06/04/2017 to 15/04/2017 upto 16:00 hrs from TCIL's e-Tendering portal with URL <a href="https://www.tcil-india-electronic tender.com">https://www.tcil-india-electronic tender.com</a> . or <a href="http://www.cwc.gov.in">www.cwc.gov.in</a> Or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> . <b>However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <a href="https://www.tcil-india-electronic tender.com">https://www.tcil-india-electronic tender.com</a></b>

8	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope before last date and time of submission of online bid. The cost of tender can be submitted by means of Demand Draft / Banker's Cheque drawn on any Nationalized Bank / Scheduled Bank payable to the Executive Engineer, payable at Gandhinagar
9	Last date & Time for submission of Bids online	17.04.2017(16:00hrs)
10.	Earnest Money Deposit amount payable	Rs.46,950.00/-
11.	Date, time and place of Public Online tender Opening Event	Online Public Opening of Bid shall commence at 15.00 hours on 18/04/2016, Interested bidder or their representative not more than 2 per bidder may be present in the O/o the EE, Mahi Division, 3 <sup>rd</sup> Floor, Narmada Tapi Bhawan Sector 10A, Gandhinagar (Gujarat)-382010
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as a performance guarantee within 7 days from the date of receipt of the acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

.....X.....



## INTEGRITY PACT

**To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of Govt. of India**

### INTEGRITY AGREEMENT

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

#### BETWEEN

President of India represented through *Executive Engineer, Mahi Division, CWC, Gandhinagar* (Hereinafter referred as the “**Engineer-in-charge**”, 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 Engineer-in-charge has floated the Tender (NIT No. **CWC/02/2016-17/MD/GNR**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for:

“Providing Services of Motor Vehicle Driver on outsource basis for driving light motor vehicles under CWC, offices at Gandhinagar”.

Here in after referred to as the “**Contract**”.

AND WHEREAS the Engineer-in-charge 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 Engineer-in-charge**

- 1) The Engineer-in-charge commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Engineer-in-charge, 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 Engineer-in-charge will, during the Tender process, treat all Bidder(s) with equity and reason. The Engineer-in-charge 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 Engineer-in-charge shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Engineer-in-charge 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 Engineer-in-charge 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.

- 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)/Contract(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 Engineer-in-charge 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 wilful 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).

### **Article3: 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:

- i) 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 Engineer-in-charge 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 Engineer-in-charge.**
- ii) **Forfeiture of Bid security/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.
- iii) **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 Engineer-in-charge will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

- i) 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.

- ii) 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
- iii) 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 Engineer-in-charge may, at its own discretion, revoke the exclusion prematurely.

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

- i) 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 Sub- contractors/sub-vendors.
- ii) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- iii) The Engineer-in-charge will disqualify Bidders, who do not submit, the duly signed Pact between the Engineer-in-charge 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 07 (seven) years 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 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, CWC.

#### **Article 7: Other Provisions**

- i) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Engineer-in-charge, who has floated the Tender
- ii) Changes and supplements need to be made in writing. Side agreements have not been made
- iii) 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

- iv) 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.
- v) 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 Engineer-in-charge 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 Engineer-in-charge)

..... (For and on behalf of

Bidder/Contractor) WITNESSES:

1.-----  
(signature ,name and address)

2.-----  
(signature ,name and address)

Place:

Dated: