



सत्यमेव जयते

भारत सरकार

Government of India

केंद्रीय जल आयोग

Central Water Commission

योजना एवं अन्वेषण मंडल

Planning and Investigation Division

E-Tender Document

for

**“Fabrication, Moulding & Installation of RCC Gauge Post in
Jharkhand”**

March 2018

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संख्या 102/06/NIT/2018/610-13

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Planning and Investigation Division

दिनांक:12.03.2018

E-TENDER NOTICE

Executive Engineer, P&I Division, CWC, Faridabad for and on behalf of President of India invites sealed item rate e-tender from eligible bidders for **“Fabrication, Moulding & Installation of RCC Gauge Post in Jharkhand”**. The work is estimated to cost Rs. 1534000.00 (Rs fifteen lakh thirty four thousand) only. Interested eligible bidders may obtain further information/clarification, if required, from the above office during working hours.

1. A complete set of e-tender document containing complete specifications and terms and conditions may be seen in the office of the Executive Engineer, P&I Division, Central Water Commission, Quarter no: 1061-1064, Type V, NH-IV, Faridabad-121001 during the office hours on working days.
2. **Procedure for downloading of Bid Documents:** The interested eligible bidders may download the E-Tender document from TCIL's E-Tendering portal with URL <https://www.tcil-india-electronictender.com> or www.cwc.nic.in. In this case the bidder will have to submit the following in separate envelope along with the bid as per special instructions:
 - i) Rs.500/- (Rs. Five Hundred) only through Demand Draft of any Commercial Bank of India issued in favor of Executive Engineer, P&I Division, CWC, Faridabad Payable at Faridabad as the cost of E-Tender forms/ documents and
 - ii) Rs.31000/- (Rupees thirty one thousand) only in the form of Demand Draft of a Commercial Bank of India issued in favor of Executive Engineer, P&I Division, CWC, Faridabad Payable at Faridabad as Earnest Money Deposit (EMD). The Demand Draft for EMD shall be valid for a period not less than three months from the date of issue.
3. **Mode of Opening:** Bids received up to the due date & time shall be opened on the date and time specified in the bid documents by the Executive Engineer, P&I Division, CWC, Faridabad or his authorised representative in the presence of the interested bidders or their representatives. In the event of specified due date of opening the bids is declared as holiday, the bids shall be opened on next working day at the same time.

4. **Date from which the E-Tender document can be downloaded: 13-03-2018 at 10:00 hrs.**
5. **Last date & time for download of E-Tender document: 31-03-2018 at 17:00 hrs.**
6. **Last date & time for submission of Bids online: 01-04-2018 at 17:00 hrs.**
7. **Date & time of online opening of e-tender: 02-04-2018 at 11:00 hrs.**
8. Latest income tax clearance certificate along with PAN in the name of Firm and not in the individual name should be submitted along with E-Tender.
9. The Executive Engineer, P&I Division, Central Water Commission, Faridabad, reserves the right to accept or reject any or all E-Tenders without assigning any reasons thereof.

Copy for information to:

1. Chief Engineer, YBO, CWC, New Delhi.
2. Superintending Engineer, Planning Circle, CWC, Faridabad.
3. A.A.O., P&I Division, CWC, Faridabad.
4. Sub Divisional Engineer, Planning & Investigation Sub Division, Jamshedpur.

KEY EVENTS AND DATES

E-Tender inviting authority Designation and Address at which documents are to be submitted in hard copy	The Executive Engineer, P&I Division, Central Water Commission, Quarter No-1064, Type V, NH-IV, Faridabad-121001 Phone/Fax No: 0129-2412576
Mode of submission of E-Tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcil-india-electronictender.com
Name of Work	"Fabrication, Moulding & Installation of RCC Gauge Post in Jharkhand".
Language(s) in which items to be printed	English/Hindi
Validity of the E-Tender	45 Days
Issuance of the E-Tender	E-Tender can be downloaded from 13.03.2018 (10.00hrs) upto 31.03.2018 (17:00 hrs) from TCIL's E-Tendering portal with URL https://www.tcil-india-electronictender.com or www.cwc.nic.in However, in order to be able to participate in the E-Tender it is mandatory to download official copy of E-Tender from https://www.tcil-india-electronictender.com
E-Tender No.	: 102/06/NIT/2018/610-13
Estimated Cost	: 1534000.00 (Rs fifteen lakh thirty four thousand) only
Cost of E-Tender Document	: Rs. 500/- (Rs Five hundred) only.
Earnest Money (EMD)	: Rs.31000/- (Rs thirty one thousand) only
Last date & Time for submission of E-Tender online	: 01/04/2018 at 17:00 hrs.
Date, time and address of Public Online E-Tender Opening Event	: 02.04. 2018 at 11:00 hrs. P&I Division, Central Water Commission, Quarter No- 1064, Type- V, NH-IV, Faridabad-121001 Interested bidder or their representative not more than 1 person per bid may be present at the above address.

GENERAL INSTRUCTION TO BIDDERS

1. Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. E-Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/E-Tenderer for the e-submission of the bids online through TCIL portal. The E-Tender notice is also available at www.eprocure.gov.in. The ETS bidding fee as applicable will be deposited by the bidders directly to TCIL.
2. Not more than one E-Tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance 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 E-Tender for the same contract as separate competitors. A breach of this condition will render the E-Tenders of both parties liable to rejection.
3. E-Tenderer who has downloaded the E-Tender from the TCIL website URL <https://www.tcil-india-electronictender.com> and CWC website www.cwc.nic.in shall not tamper/modify the E-Tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, E-Tender will summarily be rejected and EMD would be forfeited.
4. Intending E-Tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. and CWC website www.cwc.nic.in at least 7 days prior to closing date of submission of E-Tender for any corrigendum / amendment.
5. Applicant contractor must provide demand draft (DD) for Rs 500.00/- (Rupees five hundred) only as the cost of E-Tender forms/ documents and Rs.31000/- (Rupees thirty one thousand) only as Earnest Money Deposit (EMD) obtained from any Nationalized/ scheduled Bank in favor of Executive Engineer, P&I Division, Central Water Commission, Faridabad payable at Faridabad with their application/downloaded E-Tenders in separate envelopes. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on department. In case of re-E-Tendering, the firms which have submitted the DD in earlier calls as the cost of E-Tender forms/ documents will require to submit DD along with their E-Tender/application in subsequent calls also. E-Tender not accompanied with the cost of E-Tender documents and Earnest Money Deposit (EMD) is liable to be rejected.
6. Bids will be opened as per date/time as mentioned in the E-Tender Key Event Sheet.
7. The bidder has to submit following documents in hard copy in sealed envelopes to the Executive Engineer, P & I Division, CWC, Faridabad before the last date and time of submission of online bid otherwise the bid will not be considered for opening.

Envelope 1 - Demand Draft towards E-Tender document cost in original.

Envelope 2 - Demand Draft towards Earnest Money Deposit in original.

Envelope 3 - Pass Phrase for bid.

SPECIAL TERMS AND CONDITIONS

1. Scope of Work

1.1 This invitation of e-tender is for **“Fabrication, Moulding & Installation of RCC Gauge Post in Jharkhand”**

1.2 The Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of Executive Engineer, Planning & Investigation Division, CWC, Faridabad

1.3 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their e-tenders as to 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 e-tender. **A tenderer shall be deemed to have full knowledge of the site/scope of work whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.** The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, **water and electricity for construction purpose**, 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 e-tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued to him by the project, if any, and local conditions and other factors having a bearing on the execution of the work.

2. Eligible Bidders

2.1 The bidding firm should be registered with Ministry of Water Resources, RD and GR/ Central Public Works Department for the activity of civil works

or

The bidding firm should have completed at least 3 similar works amounting to Rs 600000/- each or more in last 5 years.

or

The bidding firm should have completed at least 2 similar works amounting to Rs 900000/- each or more in last 3 years.

or

The bidding firm should have completed at least 1 similar work amounting to Rs 1200000 or more in last 3 years.

All such experience should be supported with documented credentials, photographs, testimonials and certificates.

and

- 2.2 Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Court or Government.

and

- 2.3 Bidder should not have been blacklisted for non-compliance of any contract by any Government.

3 Amendment of e-tender documents

- 3.1 At any time prior to the deadline for submission of e-tenders, the Department, for any reason may modify the e-tender documents by amendment.
- 3.2 All the amendments to the e-tender are uploaded in TCIL portal from which bidders can see them.
- 3.3 In order to allow prospective Bidders reasonable time to take the amendments into account in preparing their e-tenders, the Department, at its discretion, may extend the deadline for the submission of e-tenders.

- 4 **The successful bidder shall be required to submit 5% of the contract value as performance guarantee** within seven days from the date of issue of letter of acceptance in the form of Demand Draft drawn on a Scheduled Bank in favor of "Executive Engineer, P&I Division, CWC, Faridabad payable at Faridabad. Bank Guarantee from a Scheduled Bank would also be acceptable.

5 Clarification of E-Tenders and contacting the Department for clarification of E-Tenders

- a. During evaluation of the e-tenders, the Department may at its discretion, ask the Bidder for clarification of its e-tender. The request for clarification and the response shall be in writing and no change in the prices or substance of the e-tender shall be sought, offered or permitted.
- b. No Bidder shall contact the Employer on any matter relating to its e-tender from the time of the e-tender opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Department, it should do so in writing.

- c. Any effort by the Bidder to influence the Employer in the Employer's e-tender evaluation, e-tender comparison or contract award decisions may result in the rejection of the Bidder's offer.

6 Preliminary Examination

- a. The Department will examine the e-tenders to determine whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the e-tenders are generally in order.
- b. Arithmetical errors will be rectified on the following basis.
 - (a) 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.
 - (b) If the Bidder does not accept the correction of errors, its e-tender will be rejected, and its earnest Money will be forfeited.
 - (c) If there is a discrepancy between words and figures, the amount in words will prevail.
- c. The Department may waive any minor infirmity, non-conformity, or irregularity in e-tender, which does not constitute a material deviation, provided it does not prejudice or affect the relative ranking of any Bidder.
- d. Prior to the detailed evaluation, the Department will determine the substantial responsiveness of each e-tender with reference to the Tender Documents without material deviations.
- e. If the e-tender is not substantially responsive, it will be rejected by the Department and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- f. E-Tenders qualifying by such vague and indefinite expression such as "Subject to immediate acceptance", "subject to prior sale" and conditional tender will not be considered.

7 Prices and Evaluation of E-Tenders

- a. The prices quoted shall be F.O.R. Destination and inclusive of all duties and taxes including Custom Duty, Octroi, VAT, Service Tax, GST, Entry and other taxes etc and no additional amount on the quoted prices shall be paid on account of such duties, taxes and octroi etc..

8 Award Criteria

The work will be awarded to the lowest bidder among the eligible firms.

9 Department's Right to vary Quantities at the time of award

The Department reserves the right at the time of award of contract or thereafter to increase, decrease or delete the quantity of item(s) originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

10 Department's Right to accept any E-Tender and to reject any or all e-tenders

- a. The Department reserves the right to accept or reject any e-tender, and to annul e-tender process and reject all e-tenders at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Department's action.
- **Notification of award**
- b. Prior to the expiration of the period of e-tender validity, the Department will notify the successful Bidder in writing by registered letter or by fax, to be confirmed in writing that its e-tender has been accepted.
- c. The notification of award will constitute the formation of the contract.

11 Transportation

The transportation costs etc. to transport all materials and equipment under this contract to the site shall be borne by the Bidder.

12 Conditions

The successful bidder will have to comply with the following conditions

- a. Latest income tax clearance certificate along with PAN Card submitted along with tender.
- b. Request for enhancement of rates during the contract period or request for advance payment shall not be considered under any circumstances.
- c. In the event of failure to complete the work in time or not according to specifications by selected bidder or refusal to undertake the work allotted to them either expressly or otherwise the performance guarantee deposited will be forfeited and work order will be cancelled.
- d. Taxes if any should be inclusive in the rates to be quoted.

- e. The Department is not bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- f. The time schedule provided by the Department for the work should be strictly followed by the selected bidder.
- g. The selected bidder shall ensure that the structure erected by it is sturdy and safe in all respects to avoid any mishap.
- h. In case of any mishap or loss, the Department shall stand indemnified to extent of loss.
- i. The selected bidder will ensure presence of their liaison officer, Engineer and Forman etc. up to the period of completion.

13 Payment

- a. The final payment shall be made after successful completion of the work and upon submission of bills in duplicate.
- b. TDS shall be deducted as per government rules.

14 Termination for Default

- a. The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, may terminate this contract in whole or in part.
 - (I) If the Bidder fails to deliver any or all of the services/systems within the period (s) specified in the contract, or within any extension thereof granted by the Department; or
 - (II) If the Bidder, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15 Termination for Insolvency

- a. The Department at any time may terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this work, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Department.

16 Termination for Convenience

- a. The Department, by written notice sent to the Bidder, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective.

17 Resolution of Disputes

- a. The Department and the bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- b. For resolution of disputes, appropriate legal action shall be initiated in consultation with the Ministry of Legal Affairs, Government of India. Relevant sections of Indian laws as amended from time to time shall be applicable and binding on the bidder.
- c. In case of any dispute, the matter shall be referred to courts having their jurisdiction at Faridabad only.

18 Taxes and Duties

- a. The Bidder shall be entirely responsible for all taxes, duties, license fees etc. incurred until completion of the contract. However, any exemption certificate, if required shall be provided by the Department at the request of Bidder.

E-TENDER FORM

Date.....

To

The Executive Engineer,
P&I Division, Central Water Commission,
Quarter no: 1061-1064, Type V,
NH-IV, Faridabad-121001

Sir,

Having examined the E-Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services in conformity with the said Tender Document for the sum of Rs. -----
- (Rupees-----) (Total Tender amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Tender.

We undertake, if our tender is accepted, to provide services in accordance with the specification and schedule specified in the schedule of requirements.

We agree to adhere by this tender for a period of -----
------(Number) days from the date fixed for Tender opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

Dated this -----day of -----2016.

Signature -----

(in the capacity of)

Duly authorised to sign tender for and on behalf of

Integrity Pact:

To,

.....,
.....,
.....,
.....,

1.4 Sub: NIT for the work:“ Fabrication, Moulding & Installation of RCC Gauge Post in Jharkhand”

Dear Sir,

It is here by 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

To,

Executive Engineer,
Planning & Investigation Division,
CWC, Faridabad.

Sub: Submission of Tender for the work **“Fabrication, Moulding & Installation of RCC Gauge Post in Jharkhand”**

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 AGREEMENT

This Integrity Agreement is made at on this day of 2016

BETWEEN

President of India represented through Executive Engineer, Planning & Investigation Division, CWC, Faridabad

(Hereinafter referred as the '**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

"Fabrication, Moulding & Installation of RCC Gauge Post in Jharkhand".

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:
 - (a) 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.

- (b) 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.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) 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) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or
 - b) 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.
 - c) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether
 - d) 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.

- e) 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 Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- f) 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 (with each tender as per performa enclosed) 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 Indian Penal code (IPC)/Prevention of Corruption 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 08 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 **Head quarters 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.
- 3) 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.
- 4) 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.
- 5) 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/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 Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....

(signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an 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 President of India

Signature

Designation

Dated:

SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed)

SCHEDULE 'B' (not applicable)

Schedule of materials to be issued to the contractor

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

SCHEDULE 'C' (not applicable)

Tools and plants to be hired to the contractor

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

SCHEDULE 'D'

Extra schedule for specific requirements/
documents for the work, if any.

Relevant latest I.S. codes

SCHEDULE 'E' (not applicable)

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

CLAUSE 10 CC (not applicable)

Component of materials expressed as percent of total value of work. 'X' %

Component of labour expressed as percent of total value of work. 'Y' %

Component of P.O.L expressed as percent of total value of work. 'Z' %

SCHEDULE 'F'

Reference to General conditions of contract.

Name of work **“Fabrication, Moulding & Installation of RCC Gauge Post in Jharkhand”**.

Estimated cost of work: Rs 1534000.00 (Rs fifteen lakh thirty four thousand) only

Earnest money: Rs 31000/- (Rs thirty thousand six hundred eighty) only

Security Deposit: 5% of tendered value

General Rules & Directions:

Officer inviting tender

Executive Engineer
P&I Division,
Central Water Commission,
Quarter no: 1061-1064, Type V,
NH-IV, Faridabad-121001

Maximum percentage for quantity of items or work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.

See below

Definitions:

- | | | |
|---------|--|--|
| 2(i) | Engineer-in-Charge | Executive Engineer
P&I Division, CWC, Faridabad |
| 2(viii) | Accepting Authority | Superintending Engineer
Planning Circle, CWC, Faridabad |
| 2(x) | Percentage on cost of materials
And labour to cover all overheads
and profits. | 10% |
| 2(xi) | Standard Schedule of Rates | |
| 2(xii) | Department | Central Water Commission |
| 9(ii) | Standard CPWD contract Form | CPWD form 7/8 as modified &
Corrected up to |

Clause 2

Authority for fixing compensation under clause 2	Executive Engineer P&I Division, CWC, Faridabad
---	--

Clause 5

Time allowed for execution of work	45 days
Authority to give fair and reasonable extension of time for completion of work	As per norms of CPWD works manual.

Clause 7

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

Clause 11

Specifications to be followed for execution of work	Enclosed
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Clause 12 (not applicable)

- 12.1 ii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1(i) & (ii)
- 12.1 iii) Plus/minus the % over the rate entered in the schedule of rates
- 12.1 iv) A Deviation Limit beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply
- 12.1 vi) B (a) Limit for value of any item of any individual trade beyond which sub-clause (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply

Clause 16

Competent Authority for deciding reduced rates.	As per norms of CPWD works Manual.
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Clause 36 i)

Minimum qualifications &
experience required for Principal
Technical Representative.

a) For works with estimated cost
put to tender more than

- | | | |
|-----|----------------------------------|--|
| i) | Rs. 10 Lakhs for civil work | Graduate or retired AE possessing
at least recognized diploma |
| ii) | Rs. 5 Lakhs for Elect/Mech Works | |

b) For works with estimated cost put to tender

- | | | |
|------|--|--|
| i) | More than IRs. 5 Lakhs but less
than IRs. 10 lakhs for Civil work. | Recognized Diploma holder |
| ii) | More than IRs. 1 Lakh but less
than IRs. 5 Lakh for Elect/Mech works | Recognized Diploma holder |
| iii) | Discipline to which the Principal
Technical Representative should belong | Civil/Elect./Mech. |
| iv) | Minimum experience of works | 5 Years |
| v) | Recovery to be effected from the
contractor in the event of not
fulfilling provision of clause 36(i) | Rs. 15,000p.m. for Graduate
Rs. 22,000 for diploma holder |

Clause 42

i) (a) Schedule/statement for determining
theoretical quantity of cement &
bitumen on the basis of Delhi
Schedule of Rates ---- printed by CPWD

ii) Variations permissible on theoretical quantities

- | | | |
|-----|---|---------------------------------------|
| (a) | Cement for works with estimated cost put
to tender not more than IRs. 5 lakhs | 3% plus/minus |
| | for works with estimated cost put to
tender more than IRs. 5 lakhs | 2% plus/minus |
| (b) | Bitumen for all works | 2.5% plus only &
nil on minus side |
| (c) | Steel reinforcement and structural steel
sections for each diameter, section and
category | 2% plus/minus |
| (d) | All other materials | Nil |

Details of sites

Sl No.	Name of Site	Lat/Long at Axis point	River/Stream
1.	Bamni (Block Nimdih, District East Singhbhum)	22°57'46.9"N 86°09'37.5"E	Bamni river
2.	Bhagabandi (Block Dumariya, District East Singhbhum)	22°24'34"N 86°23'53"E	JaiNala (Jou Khal)
3.	Kharswati (Block Ghatshila, District East Singhbhum)	22°41'0.10"N 86°35'47.5"E	Kharswati stream
4.	Chhatra Kochha (Block Ghatshila, District East Singhbhum)	22°40'5.7"N 86°37'35.6"E	Chhatra
5.	Jagannathpur (Block Jagannathpur District West Singhbhum)	22°14'44.7"N 85°39'17.5"E	Deon Nala
6.	Palemura (Block Bolwa, District Simdega)	22°23'16.9"N 84°18'39.0"E	Dongajoir Nala
7.	Rajabassa (Block Thethaitangar, District Simdega)	22°31'42.6"N 84°31'52.6"E	Kesarjara River
8.	Harapani (Block Jaldega, District Simdega)	22°30'30.4"N 84°38'03.6"E	Lomboi River
9.	Pahantoli (Block Kalebira, District Simdega)	22°43'08.7"N 84°41'07.1"E	Deo Nadi

Financial Bid Format

S.N.	Item Description	Qty	Unit	Rate (Rs.) In figure and words.	Amount (Rs.) In figure and words.
1	<p>Fabrication and installation of gauge posts at river banks including cost of civil works in foundation embedded in 1:2:4 reinforced cement concrete pedestal block of size 60cm x 60cm x 60cm including the cost of steel reinforcement, centering, shutterin, finishing, reinforcement over the 1:4:8 (1cement: 4 coarse sand: 8 graded stone aggregate 40 cm nominal size) cement concrete base of size 80 cm x 80 cm x 15 cm with 12 mm thick plastering complete and marking the gauge with synthetic enamel with standard metric gradation of 5 mm thickness in black & white alternately & red synthetic enamel of 5 mm of width at every 100 mm etc complete:</p> <p>Reinforced cement concrete gauge post of size 15 cm x 10 cm (one side tapered in 5 cm length) made with 1:2:4 concrete mix (1 cement:2 coarse sand:4 graded stone aggregate 20 mm nominal size) - 1.80 m long</p>	162	Each		
2	<p>Painting/Marking of gauge (water level) on bridge piers and abutments with synthetic enamel of approved brand & manufacture to give an even shade by two or more coats and maring the gauge with Japan paint Red, Black and White with standrad metric gradation marking of 5 mm thickness in Black and White alternately & Red synthetic enamel of width 5 mm at every 50 mm etc complete:</p> <p>up to 5 m depth</p>	9	Each		
3	<p>Establishment of different types of Bench Mark of standrad specifications including its painting, engraving etc complete including cost of manpower, material, labour, etc, as per directions of engineer-in-charge</p> <p>Musto type Bench Mark</p>	9	Each		
	Temporary Bench Mark (0.45 m x 0.45 m x 0.75 m)	108	Each		
4	<p>Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.</p> <p>2.6.1 All kinds of soil</p>	2.187	cum		
5	<p>Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to</p>	2.187	cum		

	plinth level : 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)				
6	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete: Hollow circular section of steel 88.9 mm OD x 3.2 mm with triangular sheet of 1.5 mm thickness and 30 m x 30mx 45m 7.76 Kg/m	558.72	Kg		
7	Painting of gauge post 4 m long with synthetic enamel of approved brand & manufacture to give an even shade by two or more coats and marking the gauge with Japan paint Red, Black and White with standrad metric gradation marking of 5 mm thickness in black & white alternately & red synthetic enamel of width 5 mm at every 50 mm etc complete.	18	each		

Total Amount

Signature of Contractor

Dated : _____

Accepting Officer

Drawing of Musto Type Bench Mark

