



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

**“Repair/Renovation works of PHO Sub-Division, CWC,
Tanakpur”**

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संख्या 102/06/NIQ/2018/473-76 dated 05.03.2018
भारत सरकार / **Government of India**
केंद्रीय जल आयोग / **Central Water Commission**
योजना एवं अन्वेषण मंडल / **Planning and Investigation Division**

दिनांक: 05.03.2018

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 **“Repair/Renovation works of PHO Sub-Division, CWC, Tanakpur”**. The work is estimated to cost Rs. 5.54 lakhs (Rs. Five lakh fifty 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.eprocure.gov.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. 11080/- (Rupees eleven thousand eighty) 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:** 22-03-2018 at 1700 hrs.

5. **Last date & time for download of E-Tender document:** 28-03-2018 at 1700 hrs.

6. **Last date & time for submission of Bids online:** 30-03-2018 at 1700 hrs.

7. **Date & time of online opening of e-tender:** 31-03-2018 at 1100 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.
10. This notice issues with the approval of competent authority.

अधिशसी अभियंता

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	"Repair/Renovation works of PHO Sub-Division, CWC, Tanakpur".
Language(s) in which items to be printed	English/Hindi
Validity of the E-Tender	90 Days
Issuance of the E-Tender	E-Tender can be downloaded from 22.03.2018 (17.00hrs) upto 28.03.2018 (17:00 hrs) from TCIL's E-Tendering portal with URL https://www.tcil-india-electronictender.com or www.eprocure.gov.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/NIQ/2018/
Estimated Cost	: 5.54 lakhs
Cost of E-Tender Document	: Rs. 500/-
Earnest Money (EMD)	: Rs. 11080/- (Rupees eleven thousand eighty)
Last date & Time for submission of E-Tender online	: 30.03.2018 at 17:00 hrs.
Date, time and address of Public Online E-Tender Opening Event	: 31.03.2018 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 Central Public Procurement Portal (CPPP) website <https://eprocure.gov.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>.
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. 11080/- (Rupees eleven thousand eighty) 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 **“Repair/Renovation works of PHO Sub-Division, CWC, Tanakpur”**. The Details of the works is as follows:

Work 1: Repair and renovation work of JE Room/C.B. Room at PHOSD Tanakpur at Tanakpur.

Work 2: Repair and renovation work of Room near main Gate at PHOSD Tanakpur at Tanakpur.

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 Firms with Ministry of Water Resources, RD and GR/ Central Public Works Department for the activity of renovation of office building etc.

and

The bidding firm should have completed at least 3 similar works amounting to Rs 2.2 lakh each or more in last 3 years.

or

The bidding firm should have completed at least 2 similar works amounting to Rs 3.3 lakh each or more in last 3 years.

or

The bidding firm should have completed at least 1 similar works amounting to Rs 4.4 lakh each or more in last 3 years.

- 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 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, Entry and other taxes etc and no additional amount on the quoted prices shall be paid on account of such duties, taxes etc. GST applicable will be reimbursed.

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. Service tax 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. First running bill of the work will be processed by the contractor after the first week of the progress of the work.
- b. Final bill will be submitted by the contractor after the satisfactory completion of the work.
- c. 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 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

"Repair/Renovation works of PHO Sub-Division, CWC, Tanakpur".

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.
 - g) 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 **“Repair/Renovation works of PHO Sub-Division, CWC, Tanakpur ”.**

Estimated cost of work: Rs 5.54 lakh

Earnest money: Rs 11080.00/-

Security Deposit: 5% of tendered value after acceptance.

General Rules & Directions:

Officer inviting tender
Engineer

Executive

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 | Executive Engineer
P&I Division, 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 02 Weeks

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

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.

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
 - ii) Rs. 5 Lakhs for Elect/Mech Works at least recognized diploma
- 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. 22,000p.m. for Graduate
Rs. 15,000 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

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S. No.	Description of Item	Rates in figures and words at which Recovery shall be made from the contractor	
		Excess beyond Variation the permissible variation	Less use beyond permissible variation
1.	Cement		
2.	Steel reinforcement		
3.	Structural section		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price.		

Financial Bid Format

Name of Work: Repair/Renovation works of PHO Sub-Division, CWC, Tanakpur

Civil Works

S. No	DESCRIPTION	Unit	Qty (Work 1&2)	Rate (Rs.) (in Fig. and Words)	Amount (Rs.) (in Fig.)
1	Dismantling of Ply cladding including wooden battens, electric wire & fittings, Sanitary fittings etc. from walls including disposal of rubbish to the dumping ground within 50 meters lead.	Sqm	19.80		
2	Dismantling of Ply false ceiling including wooden battens, electric wire & fittings etc. Including disposal of rubbish to the dumping ground within 50 meters lead.	Sqm	19.50		
3	Dismantling of Old Cement Concrete flooring of any type in Ground Floor by mechanical means or any means	cum	6.50		
4	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer) with water absorption less than 0.08% and conforming to I.S. 15622, of approved brand & manufacturer in all colors & shade in flooring/ skirting, riser of steps, over 12mm thick bed of cement mortar 1:3, including grouting the joint with white cement & matching pigments etc, complete. (Size of Tile 600X600 mm)	Sqm	61.02		
5	Providing & Fixing 4 mm thick AC Board wall cladding over GI sections of approved section including putty and 2 coats of OBD over a coat of primer as per instructions of Engineer-in Charge.	Sqm	186.18		
6	Providing and FIXING 4 mm thick AC or PVC false ceiling over aluminum sections of approved section including putty and 2 coats of OBD over a coat of primer as per instructions of Engineer-in Charge.	Sqm	66.24		
7	Providing and laying Ceramic glazed floor tiles 300x300 mm (thickness to be specified by manufacturer) of first quality conforming to I.S. 15622, of approved make in all colours & shade except white, Ivory, Grey, Fune Red Brown laid on 20 mm thick bed of Cement mortar of 1:4 (1 cement: 4 coarse sand), including pointing the joints with white cement & matching pigments etc, complete.	Sqm	4.32		
8	Providing Cement Concrete 1:3:6 in Sub-flooring	cum	6.50		
9	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps,32 (White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P.	No.	01		

	brass)				
10	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. 32mm dia.	No.	01		
11	Providing and fixing white vitreous china pedestal type water closet (European type) W.C. pan with ISI marked white solid plastic seat and lid	No.	01		
12	Providing and fixing P.V.C. low level flushing cistern with manually controlled device 10 litre capacity-White	No.	01		
13	Kitchen sink with drain board 510x1040 mm bowl depth 250mm.	No.	01		
14	Granite of any colour and shade Area of slab over 0.50 sqm.	Sqm	2		
15	providing and fixing mirror of superior glass of approved quality and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing Circular shape 450mm dia	No.	01		
16	Providing and fixing C.P. brass stop cock of standard design and of approved make conforming to IS: 8931. 15mm nominal bore.	No.	05		
17	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 15 mm nominal bore	Nos.	04		
18	Providing and fixing CP towel ring	Nos.	01		
	Total				

(in Fig. and Words)

Electrical Works

S.N.	Description	Qty (Work 1 &2)	Units	Rate (in Rs.) (in figures and words)	AMOUNT (in Rs.)
1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface/ recessed PVC conduit, with modular switch, modular plate , suitable GI box and earthing the point with 1.5 sq.mm FR PVC insulated copper conductor single core cable etc.as required GROUP C	42	Nos		
2	WGPVCSB Circuit/sub-man wiring in PVC conduit: Wiring for circuit/ submain wiring along with earth wire with the following sizes of PVC insulated copper conductor, single core cable in surface/ recessed PVC conduit as required.2x1.5 sq mm+1x1.5sqmmEARTH WIRE	160	r/m		
3	SUB MAIN WIRING same as item no 2 but 2 x 2.25 sq. mm+ 1 x 1.5 sq mm earth	40	r/m		
4	MODGIBXCP S/F modular boxes, base & cover plate: Supplying and fixing following size/ modules, GI alongwith modular base & cover plate for modular switches in recess 6 Module (200mm x 75mm)	4	NO		
5	MODGIBXCP S/F modular boxes, base & cover plate: Supplying and fixing following size/ modules, GI alongwith modular base & cover plate for modular switches in recess 4Module (125mm x 75mm)	8	NO		
6	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.5/6 amps switch on same board	26	NO		
7	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.5/6 amps switch on other board	4	NO		
8	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.3 pin 5/6 amp socket outlet	4	NO		
9	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.Telephone socket outlet	12	NO		
10	Electronic Recess Down light KARONA 1 weather proof anti corrosion wall/ceiling mounted upal colour decorative round shape engineering plastic housing with PC cover suitable for 1 x 20 watt retrofit CFL app make	12	no		

11	S/F power plug point modular type accessories: each Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection, painting etc. as require	3			
12	Supplying and fixing 3 pin, 5 amp. ceiling rose on the existing junction box/ wooden block including connection etc. as required	4	NO		
13	modular type electronic fan regulator: each Supplying and fixing stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required	4	NO		
14	s/f of ceiling fan decorative type approved make bajaj/havells etc	2	no		
	TOTAL				

Total Amount for Schedule A (Civil works) :-

Total Amount for Schedule A (Electrical Works) :-

Total Amount for Schedule A (Civil + Electrical works) :-

APPENDIX-1**LIST OF APPROVED MAKE OF MATERIALS**

(FOR CIVIL/ELECTRICAL WORKS)

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the **Engineer-in-Charge** are listed below. However approved equivalent materials and finishes of any other specialized firms may be used. In case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the **Engineer-in-Charge** (See also conditions of contract)

Civil Works

SL. NO.	ITEM	MAKE
01.	GREY CEMENT	J.P., ACC, LARSEN & TOUBRO, GUJARAT AMBUJA, VIKRAM, BINANI J.K, BIRLA, SHREE OR ANY OTHER BRAND WITH APPROVAL OF ENGINEER INCHARGE.
02.	WHITE CEMENT	JK, BIRLA OR EQUIVALENT
03.	REINFORCEMENT/STRUCTURAL STEEL	SAIL, TISCO, RINL, VIZAG
04.	ANTI-TERMITE TREATMENT	As per relevant IS code from PEST CONTROL INDIA LTD, PEST CON INDIA, PEST CONTROL INCORPORATED, OR ANY OTHER AGENCY TO BE APPROVED BY THE ENGINEER IN CHARGE
05.	PLYWOOD / BLOCK BOARD / SOFT BOARD	ANCHOR, DURO, MAYUR, GREEN LAM, CENTURY, ARCHID PLY, ALPRO
06.	PRELAMINATED PARTICLE BOARD	ACTION TESA, NOVAPAN, ANCHOR, MERINO, GREEN LAM, CENTRURY, ARCHID PLY
07.	LAMINATES	CENTURY, ROYAL CHALLENGE, MERINO, GREEN LAMP, ARCHID LAM
08.	ADHESIVE FOR WOOD WORK	DUNLOP, FEVICOL, VAMICOL, PIDILITE
09.	FLOAT GLASS	MODI GUARD, SAINT GOBAIN, ASAHI, ATUL
10.	CERAMIC TILES	KAJARIA, SOMANY, JOHNSON
11.	VITRIFIED PORCELAIN TILES	KAJARIA, JOHNSON
12.	INTERLOCK TILES/GRASS PAVER BLOCKS/ KERB STONE	DALAL TILES, UNISTONE, MODERN OR EQUIVALENT
13.	PAINT	NEROLAC, JOHNSON & NICHOLSON, BERGER, ASIAN PAINTS, SHALIMAR
14.	TEXTURED COATING	UNITILE, SPECTRUM, HERITAGE OR EQUIVALENT
15.	LOCKS AND HANDLES	EVERITE, GODREJ, HARRISON, INDOBRASS
16.	DOOR CLOSER	DOORSET, EVERITE, GARNISH, INDOBRASS
17.	FLOOR DOOR SPRING	D-LINE, OZONE, DOORSET, EVERITE, INDOBRASS
18.	HDF LAMINATED BOARD	ARMSTRONG
19.	EXPANSION FASTENERS	HILTI, FIHSER, GWK, AXEL

20.	FASTENERS	HILTI, FIHSER, GKW, AXEL
21.	PATCH FITTING	DORMA, GEZE, OZONE OR AS APPROVED
22.	BLINDS	VISTA, MAX, ARMSTRONG
23.	ADHESIVE	FEVICOL, VEMICOL OR EQUIVALENT
24.	FURNITURE HARDWARE	UNIQUE, HATTICH INDIA, EBCO, EARL BEHARI
25.	MELAMINE POLISH	ASIAN PAINT, BERGER, SHALIMAR
26.	ISI and Non ISI Aluminium door and window fitting	Classic, New Delhi, Mepro, M/s Elite Enterprises, Mumbai Mohan Metal Industries, Shahadra, M/s Aluminium Udhog.
27.	Plain, pin headed/frosted sheet glass	Saint Gobian, Modi Guard
28.	Perforated Gypsum false ceiling	Armstrong
29.	PVC Kitchen cup board/Wardropes	M/s Kumar Arch Techj Ltd
30.	CGI/PGI Sheet	Everest, Charminar, Swastik & Visaka
31.	CP Bath Fiotting	Jaguar, Marc, Zolotop, Gem, Seiko, Blue star-silver shine, Prayag Polymer Pvt.Ltd.
32.	Bib Taps and stop cocks(Brass)	Zoloto, Jaguar or equivalent
33.	Cril brand Architectural products- Hispan 975, Steelock Concealed fix sheet, stile rainbow and accessories, flushing & gutters	Colour Roof (India) Ltd.
34.	Integral WP compound (Liquid)	Latex, PIDILITE, FOSROC(India) Ltd., IWL India ltd., Accro-1-Accro Paints, CICO No 1, Master proof IWPI
35.	Integral Water Proofing Coumpound (Powder)	Water seal from Acropaints, Impermo from Snowcem, Accorproof from ACC, PIDILITE, FOSROC
36.	Looking Mirror	Saint Gobain, Atul, Asahi, Modi Guard, Swastick
37.	Door/Window Hardware Fitting	DP Garg & Co Pvt Ltd, Classic New Delhi, Mepro
38.	Aluminium Section for door/window	Hindalco, jindal, NALCO
39.	Earthing and Lightening protection system	SM Innotech-Earth Plus, Dhurva tech Pvt Ltd Protec, Kanak earth energies
40.	R.O. in guest house	Kent grand plus or equivalent as approved by Engineer-In-Charge.
41.	Led T.V.	Make Sony, LG Full HD, Resolution minimum 1920 X 1080, built in wifi or equivalent
42.	Refrigerator	Make Samsung, LG Bottom freezer, stabilizer free, star rating minimum 3 star, multi air flow cooling technology, electronic temperature control.
43.	Gyaser	Make Ao Smith, Usha Type Storage geyser, 25 ltr, Body material: ABS/Shock proof Safety feature: Thermal cutout & safety valve
44.	Microwave oven	Make LG/IFB Minimum 30 ltr/convection type/stainless steel/minimum 5 variable cooling power level/tact dial/multi stage cooling.

45.	Mattress	Make Sleepwell/Godrej Orthopaedic, Anti bacterial cover, 4.5 inch
46.	Plastic Chairs	Make Nilkamal/cello Type Crystal Chair, Dimension : width-608 mm Depth 620 mm, height 808 mm
47.	Furniture/Modular furniture	Godrej or equivalent as approved by Engineer-In-charge
48.	Flexible pipe	
49.	Water Tank	Make Sintex,
50.	Towel Rail	Make jaguar Minimum size 450 mm long, Wall mounted
51.	CP Bathroom fittings	Make Jaguar

Electrical works

01.	Switch Fuse Unit (HRC Type)	Schnider/GE/L&T/Siemens/C&S/Havells/MDS
02.	MCB's, MCCBs, RCCBs, ELCB's & MCB DBs	Legrand / ABB / L&T /Siemens / Havells / C&S / Schneider / GE / Hagger / Anchor / Standard / Action
03.	Air Circuit Breakers	Schneider/ GE /L & T/Siemens
04.	Terminals	Elmex /Technoplast
05.	Lugs	Dowells/ Ismal
06.	Glands	Gripwell/ Comet
07.	Indicating lamps	L &T/ Siemens/Technique
08.	Power factor correction relay	Syntron/ Avomec/Sigma
09.	KWH Meters	L&T/HPL SOCOMEC
10.	Selector Switches	Salzer-L&T/ Kaycee
11.	Change over switches	HH Elecon/HPL
12.	Lighting Fittings & Luminaries	Crompton/Philips/Wipro/BAJAJ/Havell's
13.	copper wires	Plaza/Pytex/National/Ralison/RKG/Finolex/Polycb / Batra-Henlay/Havells
14.	Modular Type Sockets & Switches	Philips/Havells
15.	Steel/PVC Conduit	BEC/AKG/ATUL/STEEL KRAFT/RKG
16.	Ceiling/Wall/Exhaust fans	Crompton /Havells
17.	External lights	Bajaj/ Philips/ Havells

SOURCES OF MATERIALS

Sl No	Name of Materials	Source of materials for works at station
1	2	3

1.	(a) Coarse aggregate for all RCC.	Crushed stone from Jhoola Ghat / Ghat / Chalthi / Haldwani
	(b) ~do~ for all PCC work	Crushed stone from Jhoola Ghat / Ghat / Chalthi / Haldwani
2.	Coarse sand for RCC/PCC, lime concrete, DPC and seal coat.	Jhoola Ghat / Ghat / Chalthi / Haldwani
3.	Sand for plastering, pointing, brick work, sand for cushioning filling and covering for LT cables.	Jhoola Ghat / Ghat / Chalthi / Haldwani
4.	Broken/ crushed stone/ boulders for hard core and PCC path work, plinth protection stone chipping for premix carpeting.	Jhoola Ghat / Ghat / Chalthi / Haldwani

NOTE :

1. Sources indicated are for guidance only. The tenderer shall ascertain the actual position/exact location of source before submitting his tender and no additional payment shall be made to the tenderers on account of misunderstanding or its distance from site of works.

2. The tenderer shall amongst other things also ascertain all information such as royalties, taxes, duties and other charges etc, on the materials and no additional payment shall be made on account of the foregoing.

3. However, if due to any ban imposed by the State Government/any other authority on obtaining the materials from the sources specified hereinabove and /or specified materials is not available at the source mentioned above, these materials conforming to specifications as given in particular specifications will be obtained by the contractor from any other place/source without any extra cost to the Government.

Signature of Contractor

Accepting Officer

Dated : _____