KRISHNA GODAVARI BASIN ORGANISATION
CENTRAL WATER COMMISSION,
LOWER GODAVARI DIVISION,
HYDERABAD

Tender Document for Supply, Operation & Maintenance of One No. Petrol/Diesel, Bolero/Indigo/Innova type vehicle along with driver on contract basis to O/o The Director, M&A Directorate, CWC, Hyderabad

TENDER NO.: LGD/DB/NIT/2014-15/2479-83	Dated 20th Nov., 2014

COST OF TENDER DOCUMENT: Rs. 500/-

October, 2014

Certified that this tender document contains -28- Pages.

Executive Engineer, Ph: 040-23308649
Lower Godavari Division
CWC, Hyderabad Fax: 040-23308652

Important Note: - (i) BIDDER SHOULD SUBMIT THIS DOCUMENT IN ORIGINAL DULY SIGNED ON EACH PAGE.
(ii) THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT THOROUGHLY BEFORE SUBMITING THE TENDER AND ADHERE TO THE DATES GIVEN

GOVERNMENT OF INDIA

Krishna Godavari Basin Organisation
Central Water Commission
Lower Godavari Division
Hyderabad

Tender Document for Supply, Operation & Maintenance of One No. Petrol/Diesel, Bolero/Indigo/Innova type vehicle along with driver on contract basis to O/o The Director, M&A Directorate, CWC, Hyderabad

Tender No	:	LGD/DB/NIT/2014-15/2479-83 Dated 20th Nov.,2014
Estimated Cost	:	Rs.3,60,000/- (approximately)
Bid Security	:	Rs.7,200/-
Period of Contract	:	12 Months
Last Date of Receipt of Application for Issue of Tender Document	:	03 -12-2014
Last Date for Issue of Tender Document	:	03 -12-2014
Last Date & Time for Submission of Tender	:	04-12-2014,1400 hrs
Date & Time of Opening of Tender	:	04-12-2014,1500 hrs
Cost of Tender Document	:	Rs. 500/-

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER GODAVARI DIVISION

Item rate Tender for Supply, Operation & Maintenance of One No. Petrol/Diesel Bolero/Indigo/Innova type vehicle along with driver to O/o The Director, M&A Directorate, CWC, Hyderabad on contract basis.

DATE FOR OPENING OF TENDER 1500 HOURS ON 04-12-2014

OFFICER INVITING TENDER

Executive Engineer
Lower Godavari Division
CWC, Hyderabad

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CHECK LIST

Name of work: Supply, Operation & Maintenance of One No. Petrol/Diesel Bolero/Indigo/Innova type vehicle along with driver to O/o The Director, M&A Directorate, CWC, Hyderabad on contract basis.

Please tick the appropriate column.

SL. NO	DOCUMENT	ENCLOSED	
		YES	NO
1	Covering Letter of Bidder		
2	Original Tender Document including Schedule of Quantities and Financial Tender Format duly signed on each page		
3.	Bid Security Deposit in form of Demand Draft		
4	Whether Unit Rate of Items quoted in both Figure and Words		
5	Whether Gross Amount of Tendered Value quoted in both Figure and Words		
6	Integrity Pact		

Government of India
Central Water Commission
Lower Godavari Division

NOTICE INVITING TENDER FOR

Supply, Operation & Maintenance of One No. Petrol/Diesel Bolero/Indigo/Innova type vehicle along with driver to O/o The Director, M&A Directorate, CWC, Hyderabad on contract basis.

LGD/DB/NIT/2014-15/ 2429-81 **Dated 20th Nov, 2014**

The Executive Engineer, Lower Godavari Division, CWC, 11-4-648, K.G.Bhavan, A.C.Guards, Hyderabad – 500 004 on behalf of the President of India invites sealed bids from eligible bidders for the following work prescribed below.

1	**Name of work**	:	**Supply, Operation & Maintenance of One No. Petrol/Diesel Bolero/Indigo/Innova type vehicle along with driver to O/o The Director, M&A Directorate, CWC, Hyderabad on contract basis.**
2	**Estimated Cost**	:	**Rs. 3,60,000/- (approximately)**
3	**Bid Security**	:	**Rs.7,200/-**
4	**Security Deposit**	:	5 % of contract value of the work
5	**Performance Guarantee**	:	5% of tendered and accepted value of work
6	**Contract Period**	:	12 Months
7	**Cost of Tender Document**	:	Rs 500/-

Blank tender document can be had in person or by authorized representative by depositing the cost of tender as mentioned above (non-refundable) with the EE, LOWER GODAVARI DIVISION, CWC, HYDERABAD between 11.00 Hrs to 16.30 Hrs on all working days from 21-11-2014 to 03-12-2014.

While applying for the tender documents, Permanent Account Number and Service Tax Number should be quoted in the application along with the proof of latest ITCC (proof of tax paid).

The Tender in sealed cover accompanied with Bid Security must be submitted not later than 14.00 Hrs on 04-12-2014 into specified tender box placed at the office of EE, LGD, CWC, HYDERABAD. The Tenders will be opened on the same day at 1500 Hrs in the presence of the bidders or their authorized representatives, if any.

The tender details are available on the website http://**www.eprocure.gov.in/CPPP or www.kgbo-cwc.ap.nic.in**.The Bidder down loading the tender document shall enclose the cost of tender document of Rs.500/- in the form of the payee demand draft drawn in favour of the **The Executive Engineer, Lower Godavari Division, CWC, Hyderabad** payable at State Bank of India, Red hills Branch, Hyderabad.

THE EXECUTIVE ENGINEER, LOWER GODAVARI DIVISION, CWC, HYDERABAD RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS OR ALLOT PART OF THE WORKS TO DIFFERENT AGENCIES WITHOUT ASSIGNING ANY REASON THEREOF.

EXECUTIVE ENGINEER
LGD, CWC, HYDERABAD

Copy of favour of information:

1. The Director, M&A, CWC, Hyderabad w. r. t the Letter No 5/1/2012-13/M&A/Vehicle/JE (HQ)/1195-96 dated 05-09-2014.
2. The Superintending Engineer, Godavari Circle, CWC, Hyderabad for keeping on CPPP
3. The Deputy Director, O/o The Chief Engineer,CWC, Hyderabad along with soft copy for uploading the same in KGBO web site.
4. Accounts Branch, LGD, CWC, Hyderabad.
5. Notice Board, K.G.Bhavan, CWC, Hyderabad.

GOVERNMEMT OF INDIA
CENTRAL WATER COMMISSION
LOWER GODAVARI DIVISION
HYDERABAD

NOTICE INVITING TENDER

LGD/DB/NIT/2014-15/2479-83 Dated 20th Nov, 2014

1. Sealed Tenders are invited on behalf of the President of India by the EE,LGD,CWC,HYDERABAD from Contractors holding Permanent Account Number and Service Tax Number for **"Supply, Operation & Maintenance of One No. Petrol/Diesel Bolero/Indigo/Innova type vehicle along with driver to O/o The Director, M&A Directorate, CWC, Hyderabad on contract basis."**. The work is estimated to cost Rs 3,60,000/-(approximately). This estimate however, is given merely as a rough guide.

2. Completion time shall be twelve months or as decided by the Director M&A, CWC, Hyderabad.

3. Executive Engineer, LGD, CWC, HYDERABAD shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.

4. Application for issue of blank tender documents shall be submitted to the EE,LGD,CWC, HYDERABAD along with Permanent Account Number(PAN), Service Tax Number and Income Tax clearance certificate. Blank tender document shall be issued after approval of the Executive Engineer, LGD, CWC, Hyderabad. Blank tender document can also be downloaded from website http://www.eprocure.gov.in/CPPP or www.kgbo-cwc.ap.nic.in. In this case, the bids should be accompanied with the following documents:

   a) The cost of blank tender document in the form of Bank draft of Rs 500/-, in the name of EE,LGD, CWC,HYDERABAD payable at State Bank of India, Red hills Branch, Hyderabad.
   b) Application having quoted rates by downloading from website along with the proof of PAN, Service Tax No., latest ITCC/ proof of tax paid.

   For any clarifications, the bidder may contact to the: - EE, LGD,CWC, HYDERABAD , Phone No: 040-23308649 & 040-23308652.

5. Tender document will be issued during the period from 21-11-2014 to 03-12-2014 between 11.00 Hrs to 16.30 Hrs on every working day.

6. The tender shall be submitted in the original tender document.

7. The bidders are advised to inspect and survey the Site and its surroundings and satisfy themselves before submitting their tenders as to the form and nature of the Site, the means o access to the Site, the accommodation they may require etc. In general, bidders shal themselves obtain all necessary information as to risks, contingencies and othe circumstances, which may influence or affect their tenders. A bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to an misunderstanding or otherwise shall be allowed.

8. Submission of a tender by a bidder implies that he has read this notice and all other contrac documents and has made himself aware of the scope and specifications of the works to b done and of conditions and other factors bearing on the execution of the works.

9. The bidder should quote his rates in figures as well as in words.

10. Tenders shall be submitted by the bidder (s) into specified tender box at the office of EE,LGD,CWC, Hyderabad upto 14.00 Hrs on 04 -12-2014. The tenders will be opened at 15.00 Hrs on the same day in the presence of those bidders who may be present (in case that day becomes a non-working day tenders shall be submitted/ opened on next working day).

11. The tender shall be accompanied by Earnest Money of Rs 7,200/- (Rupees seven Thousand two Hundred only). The earnest money may be paid in the form of Demand Draft of any Scheduled Bank drawn in favour of the EE, LGD, CWC,

12. Hyderabad payable at **State Bank of India, Red hills, Hyderabad**.

13. Earnest money of successful bidder will be treated as part of security deposit and the EMD of unsuccessful bidder will be returned with in a week.

14. The bidder shall submit the tender which satisfies each and every condition laid down in the tender documents, failing which, the tender is liable to be rejected.

15. The Executive Engineer, LGD, CWC, HYDERABAD do not bind themselves to accept the lowest or any tender or to give any reasons for their decision.

16. The Executive Engineer, LGD, CWC, HYDERABAD reserve to them selves right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at his quoted rates.

17. This Notice Inviting Tender shall form part of the Contract document.

18. The tenders submitted shall remain valid for acceptance for a period of 60 days from the date set for opening of the tender. The bidder shall not be entitled during the said period of validity to revoke or cancel his tender or vary the tender given or any item thereof. In case of bidder revoking or cancelling his tender, varying any terms in regard thereof, the earnest money paid by the bidder along with the tender shall be forfeited by EE, LGD, CWC, Hyderabad.

EXECUTIVE ENGINEER
LOWER GODAVARI DIVISION,
CWC, HYDERABAD
For and on behalf of The President of India

GOVERNMEMT OF INDIA
CENTRAL WATER COMMISSION

STATE : Telangana
CIRCLE : Godavari Circle
DIVISION : LGD, Hyderabad
ORGANISATION : KGBO

Tender & Contract for Works

Tender for the work of Supply, Operation & Maintenance of One No. Petrol/Diesel Bolero/Indigo/Innova type vehicle along with driver to O/o The Director, M&A Directorate, CWC, Hyderabad on contract basis.

(i) To be submitted by 1400 hours on 04-12-2014.
(ii) To be opened in presence of bidders or their authorized representatives who may be present at 1500 hours on 04-12-2014.

Issued to: _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

TENDER

I/we hereby tender for the execution of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects within the specifications and instructions in writing referred to in rule-1 here of and in clause- II of the General conditions of the Contract in all respects in accordance with, such conditions so far as applicable.

MEMORANDUM

1	**Name of work**	:	**Supply, Operation & Maintenance of One No. Petrol/Diesel, Bolero/Indigo/Innova type vehicle along with driver to O/o The Director, M&A Directorate, CWC, Hyderabad on contract basis.**
2	**Estimated Cost**	:	**Rs. 3,60,000/- (approximately)**
3	**Bid Security**	:	**Rs.7,200/-**
4	**Security Deposit**	:	5 % of contract value of the work
5	**Performance Guarantee**	:	5% of tendered and accepted value of work
6	**Contract Period**	:	12 Months
7	**Cost of Tender Document**	:	Rs 500/-

Should this tender be accepted in whole or in part, I/We hereby agree:

i) To abide by and fulfill all the terms and provisions of the said conditions annexed here to and all the terms & provisions contained, in Notice Inviting Tenders so far as applicable, and/or in default thereof to forfeit and pay Executive Engineer, LGD, CWC, Hyderabad the sum of Rs 7200/- (Rupees Seven Thousand Two Hundred Only) is hereby forwarded in form of Demand Draft of Scheduled Bank drawn in favour of the EE,LGD, CWC, Hyderabad payable at **State Bank of India, Red hills Branch, Hyderabad** as Earnest Money.

If, I/We fail to commence the work on the date specified in the schedule, I/We agree that the EE, LGD, CWC, Hyderabad shall, without prejudice to any other right and remedy, be at liberty to forfeit the said Earnest Money and Performance Guarantee absolutely otherwise the said Earnest Money shall be retained by EE, LGD, CWC, Hyderabad towards security deposit, mentioned against (3) of the above mentioned memorandum.

ii) To execute all the works referred to in the tender documents upon the terms and conditions contained or referred to orders, at the rates quoted in the tender document.

Dated the_____ day of _____2014

* _____
(Signature of the witness)

Name of witness _____

Address _____
_____

** _____
(Signature of the Bidder with seal)

The above tender is hereby accepted by me on behalf of the President of India
Dated the_____ day of_____2014

*** _____
(Signature with seal of the EE, LGD, CWC, Hyderabad)

* Signature of witness to contractor's signature.
** Signature of contractor before submission of tender.
*** Signature of the Officer by whom accepted.

GENERAL INFORMATIONS AND INSTRUCTIONS TO THE CONTRACTOR

1.0 GENERAL:

These special conditions supplement the General Conditions of Contract and shall be considered as part of the contract document. Where these special instructions are at variance with the corresponding conditions, stipulations, specification elsewhere in the tender document these special instructions shall prevail.

1.1 LOCATION:

The proposed site of work is under M&A Directorate, CWC, Hyderabad.

1.2 SITE CONDITIONS:

The Vehicle will be using to run all over Telangana & Andhra Pradesh including neighbouring states falling under the jurisdiction of M & A Directorate, CWC, Hyderabad. Bidders are advised to visit the site to acquaint themselves with the site conditions, approaches, camping facilities for their work labour forces for the execution of the work. Non - familiarity with the site conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.

1.3 VEHICLE'S SECURITY:

During the contract period security of vehicle provided is the responsibility of contractor. The contractor shall provide fire extinguishers for fire fighting in the vehicle at his own cost.

1.4 SECURITY:

The contractor shall follow all security rules as may be framed by EE, LGD, CWC, Hyderabad from time to time regarding control of entry of persons and other similar matters. The contractor's personnel shall abide by all security measure imposed by the Engineer-in –charge or his duly authorized representative from time to time.

1.5 PAYMENT TO WORKMEN:

(a) The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and other labour laws that may be brought into force from time to time. Increase in the wages due to any statutory act or by rules framed there under by the Government or by local authorities during the currency of the contract or during any valid period of extension of contract shall not be considered for any reimbursement. The bidder is deemed to have taken this aspect in his unit rates for various items of work covered under this contract.

(b) The contractor shall record a certificate on every bill that minimum wages as applicable have been paid to the driver provided. All (Government/Departmental) notification procedure issued in this regard shall be applicable to this contract.

1.6 LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC.:

During the execution of the contract, until completion certificate is issued, the contractor will be fully liable to compensate all concerned for any loss, damage or destruction of "works" structures, plant and machinery, persons, property etc. including third party risk arising due to causes attributable to the contracts as may be decided by the Engineer-in-charge whose decision in this regard will be final. On this account contractor shall not make any claim whatsoever against EE, LGD, CWC, Hyderabad.

1.7 SUB CONTRACTS:

The contractor shall not sublet the whole or any part of the work.

2.0 SPECIFICATIONS

2.1.1 **INTRODUCTION**:

This section defines the scope of work and contractual obligations for Supply, operation and maintenance of the following vehicles, required for Station and outstation duties, for twelve months duration on contract basis to Director, M&A, CWC, HYDERABAD (Officer- In- charge):

Petrol/Diesel Bolero/Indigo/Innova type vehicle along with driver to O/o The Director, M&A Directorate, CWC, Hyderabad on contract basis. for daily 10 hrs. (08.30 hrs. to 18.30 hrs.) duty - 01 No.

The make of the vehicle should be of the year 2011 or later.

2.1.2 The contractor shall offer the vehicle for inspection and approval to the satisfaction of the Engineer-in-charge of the work or his authorized representative one week in advance and only those vehicle, accepted by the Engineer-In-Charge, will be deputed for the operation in the project. In case of a substitute vehicle, same also shall be offered for inspection and acceptance by the Engineer-In-Charge before put to operation.

2.1.3 The contractor shall ensure that the vehicle(s) are in accordance with the prevailing traffic regulations act including prescribed speed limit, excellent outlook and interior in all respect and cleanliness etc. at all times.

2.2 **OPERATION OF VEHICLES**:

2.2.1 The vehicles shall be run as per the schedule of the trips/timings, route and as directed by the Engineer-in-charge of the work from time to time.

2.2.2 The vehicle(s) shall be in good running conditions through-out the contract period. The duration of local duties at sites and outside trips etc. shall be as per the instructions issued by the Engineer -in-charge of work.

2.2.3 Depending on the requirement, the vehicle(s) can be used for additional Kilometers and hours for which payment shall be made at the agreed rates.

2.2.4 The full responsibility of running the vehicle shall be upon the contractor who shall at all times keep the vehicle fit and in proper state of repairs as required by the Motor Vehicle Act, 1988 and the rules framed there under.

2.2.5 In addition to operation of the approved vehicle in Telangana, Andhra Pradesh and Karnataka as per time schedule, trips and routes and as directed by the Engineer-in-charge of the works, the vehicles may be sent to anywhere in India on requirement, for which, any tax payable shall be borne by the Department on production of proper and valid proof of payment of any such tax.

2.2.6 The vehicle engaged shall not be used for any other work even during off duty hours. Written permission shall be obtained from the Engineer-In-charge of the works before it is sent for repairs/ servicing etc.

2.2.7 Periodic maintenance/ servicing/ checks shall be carried out on each vehicle once in a month for which contractor shall submit a months schedule for the approval of the Engineer-In-Charge and accordingly vehicle will be released for periodic maintenance, servicing etc. once in a month per vehicle.

2.3 **INDEMNIFICATION**:

2.3.1 The contractor shall indemnify the EE,LGD,CWC,HYDERABAD against any claims arising out of operation of this services for the EE,LGD,CWC,HYDERABAD . For this purpose the contractor shall comply with and ensure compliance of all the provisions of the Motor Vehicle Act, 1988 and Rules there under and the relevant labour and other laws applicable for such services.

2.3.2 The contractor shall compensate and make good all damages or loss of property or personnel injury to the passengers or to other as a result of road accidents or on account of whatsoever cause while operating these vehicles.

2.3.3 All expenses of running the vehicle(s) which inter-alia includes Road Tax, Insurance premium, repairing charges, cost of replacing spare parts, tubes, tyres, batteries, fuel and lubricants, salary to staff and other benefits payable to them and all other incidental charges including compensation and damages for any mishap of any kind whatsoever, shall be borne by the contractor. The contractor shall indemnify the EE, LGD, CWC, HYDERABAD for any liability which may arise on account of any accident or other reasons.

2.4 .The contractor shall ensure that the drivers engaged by him to drive the vehicle fulfill and fully comply with the requirement of the Motor Vehicle Act, 1988 and other statutory provisions.

2.5 If the driver is found unfit to drive the vehicle(s) on account of drunkenness or for any other act of misconduct on his part, Engineer will have full power to refuse the driver permission to drive the vehicle and in that event, shall make alternative arrangement at the risk and expense of the contractor. Expenditure so incurred in employing other driver for the trip will be recovered and adjusted in the contractor's bill. When the driver of the vehicle is not available due to his being on leave, due to sickness or otherwise, contractor will arrange another driver immediately.

2.6 In the event of any dispute or differences arising out of this contract, the same shall be referred to the sole arbitration of the EE, LGD, CWC, HYDERABAD, whose decision shall be final and binding.

2.7 The contractor and his staff shall not allow any person other than employees authorized by the Engineer to travel in the vehicle(s).

2.8 The contractor shall be required to obtain contract carriage permit and produce all original documents such as Registration, Road Tax and Insurance etc. to Engineer-in-charge of works for verifications.

2.9 Engineer-in-charge shall not provide any residential accommodation to the drivers/helpers engaged with the vehicle(s) hired and the contractor shall make their own arrangement for stay of the persons engaged by them for the work.

2.10 It must be ensured that the vehicles are not emitting excessive/ harmful pollutants into the atmosphere are within the permissible limits. Vehicle shall obtain "Pollution Under Control (PUC) certificate" from the authorized agencies.

EE, LGD,CWC,HYDERABAD
For and on behalf of The President of India

3.0 TERMS AND CONDITIONS FOR HIRING OF VEHICLES

3.1 Requirements is for the following vehicle:
Petrol/Diesel Bolero/Indigo/Innova type vehicle along with driver – 1 No.

3.2 This contract will be valid for twelve months as per condition of work order and may be extended for further period with the mutual agreement of the contractor and the department.

3.3 The contractor will be required to put the above stated vehicle in service tentatively from 16-12-2014 and report to the Engineer-in-Charge on the 15-12-2014.

3.4.1 The make of the vehicle should be of the year 2011 or later.

3.4.2 It shall be the responsibility of the successful bidder to ensure that only vehicle registered as a commercial vehicle with the competent authority are sent for duty at all times. The road worthiness of the vehicle provided is to be ensured at all times by the successful bidder, including the timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.

3.4.3 The vehicles provided will be kept in neat and clean condition with good upholstery and regularly polished exterior. They should also be in perfect running condition. The successful bidder shall be required to produce the vehicle and the driver in the premises of the Director, M&A, CWC, Hyderabad for physical inspection before the signing of contract.

3.5.1 The successful bidder will be required to furnish to the Executive Engineer, LGD, CWC, Hyderabad certified copies of RC Book, Insurance Policy of the vehicle being supplied, latest road tax challan paid, Permanent Account Number (PAN) of the concern, photograph of the drivers along with their permanent and present address, copies of the driving license of the drivers, on or before the date of formal signing of the contract.

3.5.2 It shall be the responsibility of the successful bidder to ensure that the drivers are qualified and experienced possessing valid driving licenses. The driver of the vehicle provided must follow all traffic rules/regulations and any consequences of the failure to do so shall be of the successful bidder alone. The Executive Engineer, LGD , CWC, Hyderabad will have no direct or indirect liability arising out of negligent/rash driving and any loss caused to the Executive Engineer, LGD CWC, Hyderabad will have to be suitably compensated for by the successful Bidder.

3.6 **TERMS OF PAYMENTS**:

3.6.1 The vehicle will be hired on calendar month basis. The rate should be quoted for **2000 kms** on a monthly basis (reckoned from the time of reporting to the time of release daily). The vehicle must be available at any time of any day as directed by the Officer-in-charge.

3.6.2 Charges for **additional km** beyond 2000 kms per month should be quoted separately as provided in Annexure-2.

3.6.3 The hiring charges shall be on the basis of **zero based mileage,** starting/ending from M&A Directorate, CWC, Hyderabad or at the place where the vehicle is directed to report or is released.

3.6.4 A **daily record** indicating time and mileage for a vehicle on duty shall be maintained in a **log book** as per the proforma approved by the Officer-in-charge with the successful bidder. It shall be the duty of the driver to obtain on each duty day, the signature of the officer to whom the

vehicle has been assigned. In case the driver has not been able to obtain the signature of the user, he shall submit the same to Administrative Officer for signature. Failure to do so would result in non payment of the hire charges for that day. The log book shall be made available for periodic inspection of the Officer-in-charge from time to time. Cutting and over writings in the log book will not be taken into account unless countersigned by the Officer-in-charge/ his representative (Engineer-In-charge).

3.6.5 The payment will be made to the charges only as per contract and its liability shall be limited to this value alone, subject to provisions of clause (14) below. No separate payment will be made for driver's salary or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, periodic servicing, etc. All such payments/expenditure will be borne entirely by the successful bidder.

3.6.6.1 The billing will be on a **monthly basis** and the bills in triplicate shall be submitted on a working day to the Director, M&A Directorate, CWC, Hyderabad latest by the 10th of succeeding month. Photocopy of log book duly attested by the Engineer-In-Charge must be submitted along with the bill.

3.6.6.2 The M&A Directorate after scrutiny and satisfying itself will forward the bill to Executive Engineer, LGD, CWC, Hyderabad for effecting the payment. Deduction of tax at source **(TDS)** as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, LGD, CWC, Hyderabad from every payment made under this contract.

3.6.6.3 5% of the gross amount of every bill will be recovered as Security deposit till the amount so deducted and EMD amounts to the Security Deposit as mentioned in NIT. Security Deposit will be refunded after one (1) month from the date of issue of completion certificate of work or after settlement of final bill which ever is later.

3.6.6.4 The final bill will be accepted ONLY after submission of the following supporting documents in original:
i) Completion Certificate issued by Director, M&A Directorate, CWC, Hyderabad
ii) Labour payment certificate issued Engineer- in- Charge.
iii) Proof of tax paid to RTO.

3.6.7 Service Tax will be reimbursed on hiring charges on actual basis. The successful bidder will be required to provide proof of valid Service Tax registration on or before the date of signing of the contract. In addition to the above, **parking charges** and **toll,** shall also be reimbursable over and above the quoted charges provided the successful bidder attaches satisfactory proof of payment of such charges with the relevant monthly bill.

3.6.8 Any unutilized km for vehicle in the respective month will be carried forward to the succeeding **two months** only, and will be set off against excess mileage of the succeeding months. The bills will be prepared accordingly by the successful bidder.

3.7 If the condition of the vehicle is not found satisfactory, or in case of a breakdown, the successful bidder shall be obliged to send a **replacement** of equivalent or better make immediately. If no replacement is provided in time, the Officer-In-Charge shall have the right to hire a vehicle from elsewhere and the cost incurred towards such hire charges will be deducted from the bill of the successful bidder in the succeeding month.

3.8 In the circumstances mentioned above, even if no vehicle is hired by the Officer-In- Charg from the market, the Officer-In-Charge shall deduct proportionate hire charges from the bill o the successful bidder for the succeeding month. Even a part of the day will be reckoned as on full day for the purpose of this deduction.

3.9 A **penalty of Rs.500/-** per day may be levied upon the successful bidder if vehicle fails to meet the terms and conditions prescribed herein on any day and such penalty will be deducted from the bill of the successful bidder for the relevant month. This penalty would be in addition to the charges deductible for the defaults mentioned in para 3.7 above.

3.10 The successful bidder will ensure that the drivers will have a **mobile phone** in working condition, for which, no separate payment will be made by the Officer-In-Charge. The successful bidder should furnish adequate number of land line/ mobile phone numbers for establishing contact round the clock.

3.11 The driver should be **courteous**, neatly dressed in proper uniform with name badge and adequately educated so as to maintain the log book and understand basic instructions in English and Hindi. Proper Identity Cards should be issued by the successful bidder to the drivers after verifying their antecedents. If the driver is found wanting in any respect by the Officer-In-Charge, the successful bidder will change the driver immediately.

3.12 Save in exceptional circumstances or unless specifically requested by the Officer-In-Charge. once the hiring of vehicle commences, the successful bidder shall **not change the dedicated vehicle** or the driver.

3.13 The drivers shall be duty bound to carry out the instructions of the Officer-In-Charge, or officers to whom the vehicles are assigned by the Director, M&A Directorate, CWC, Hyderabad.

3.14 The contractor shall submit an irrecoverable **performance guarantee of 5%** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and / or without prejudice to any other previous in the contract) within seven days of issue of letter of intent. This period can be further extended by the Executive Engineer, LGD, CWC, Hyderabad up to a maximum period of seven days on written request of the contractor standing the reason for delays in procuring the bank guarantee, to the satisfaction of the Executive, LGD, CWC, Hyderabad. This guarantee shall be in the form of cash **(in case guarantee amount is less than Rs. 10,000/-) or deposit at call receipt of any Schedule Bank / Pay Order of any Scheduled Bank (in case guarantee, amount is less than Rs. 1,00,000/-) or Government Securities or fixed deposit receipt or guarantee bond of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.**

3.15 The vehicle is proposed to be hired for an initial period of **twelve months** from the date of signing of the contract, unless terminated earlier under the circumstances mentioned in the contract document. There will be an option for extending the contract for a further period of six months.

3.16 The Executive Engineer, LGD, CWC, Hyderabad has an option to **cancel the contract** by giving notice of one month in writing without any compensation to the successful bidder.

3.17 In the event of such pre-mature termination of the contract at the instance of the successful bidder, it will result in forfeiture / encashment of the Performance Guarantee.

3.18 The Officer-In-Charge shall not be responsible for the **theft of vehicle/parts/accessories** while the vehicle is on duty. The safe custody of the vehicle and accessories shall be the sole responsibility of the successful bidder.

3.19 The successful bidder shall be required to sign the contract with the Executive Engineer, LGD, CWC, Hyderabad **within three working days** from opening of the bids. The supply of the

vehicle shall commence from the **day following** the date on which the contract is signed. The aforesaid dates may be extended at the sole discretion of the Executive Engineer, LGD, CWC, Hyderabad.

3.20 Any **change in the ownership of the vehicle** or change in the constitution of the concern shall be notified in writing to the Executive Engineer, LGD, CWC, Hyderabad immediately. It will be open for the Executive Engineer, LGD, CWC, Hyderabad to either continue/renegotiate the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited / encashed.

3.21 All the above conditions will be enforced, unless written order of the Executive Engineer, LGD, CWC, Hyderabad is obtained relaxing any specific condition.

3.22 **ESCALATION**:
No escalation is applicable in this contract except the following:

3.22.1 In the event of increase or decrease in the **existing rate of Diesel charged by Public sector oil companies** (on the date of signing of contract at Hyderabad) by more than Rs.1/- per liter at a time, a corresponding increase or decrease will be allowed in the monthly charges by reckoning the mileage of a vehicle at 12 km per liter. (The price of fuel from retail out let at Hyderabad on tender Opening date shall be taken as the base price for considering the increase in cost of fuel).

3.22.2 Any increase in-between the contract period on road tax, passenger tax, SRT, TP, route permit for plying these vehicles for Officer-In-Charge, the difference will not be reimbursable.

3.23 **TERMINATION OF CONTRACT**:

3.23.1 If any compliant received from the Officer-In-Charge, the Executive Engineer, LGD,CWC, Hyderabad reserves the right to cancel the contract at any moment without assigning any reason thereof, in which event the Executive Engineer, LGD, CWC, Hyderabad shall forfeit the Security Deposit. Also if the contractor fails to carry out the work satisfactorily under this contract, the Executive Engineer, LGD, CWC, Hyderabad, may, at his discretion, get the work done by another party or parties at contractor's risk and cost, without prejudice to the government's right under terms and conditions of this contract and any extra expenditure involved in this regard, shall be recovered from contractor but the contractor shall not however be entitled to any saving on this account.

3.23.2 Executive Engineer, LGD, CWC, Hyderabad reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the conditions mentioned in the tender and that decision of the Executive Engineer in this regard shall be final and binding on the contractor.

3.24 **ARBITRATION (CLAUSE 59 OF G.C.C.)**
The Sub Section V "Arbitration and laws etc." of the General Conditions of the contract for works as stated below shall be applicable to this contract/agreement also:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before contained in this contract or as to the quality of the workmanship or materials used on the work or arising out of the terms & conditions of the contract whether during the progress of the work or after the completion or abandonment thereof, at to the sole arbitration of the person nominated and appointed by the **Chief Engineer, KGBO, CWC, HYDERABAD** in respect of the contracts entered for and on behalf of the **President of India**.

The parties of the contract agree there it will be no objection to any such appointment that the sole arbitrator so appointed is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, **Chief Engineer, KGBO, CWC, HYDERABAD** as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulation and the law of the land, It is also a term of this contract that no person other than a person appointed by the Chief Engineer, KGBO, CWC, HYDERABAD, as aforesaid should act as Arbitrator and if any reason that is not possible, the matter is not to be referred to arbitration at all.

It is also the term of the contract that the party invoking the arbitration clause shall specify the dispute(s) to be referred to the arbitration under this contract together with amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration. Subject as aforesaid, the provisions of the Arbitration and conciliation Act 1996 (No 26 of 1996) or any statutory modification or re-enactment thereof and rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

5.25 **SUB CONTRACTS:**

Subletting of the whole or any party of work is not permissible.

5.26 The vehicles should be registered in the name of the contractor/ firm/ his proprietor or partner only.

5.28 The substitute vehicle, if any will be accepted after inspection of the same by Officer-In-Charge of works or his authorized representative.

Executive Engineer,
LGD, CWC, Hyderabad.

Annex. - 1

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called The government) having agreed under the terms and conditions of Agreement No._____ dated _____ made between Executive Engineer, LGD ,CWC, Hyderabad and _____[hereinafter called the said contractor(s)*] for the work **"Supply, operation & maintenance of one No. Petrol/Diesel, Bolero/Indigo/Innova type vehicle along with driver for twelve month's duration on contract basis" for** Director, M&A Directorate, CWC, Hyderabad of Executive Engineer, LGD, CWC, Hyderabad - (hereinafter called the said agreement) having agreed to production of a irrevocable Bank Guarantee for Rs._____ (Rupees_____ Only) as a performance guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____ (Indicate the name of the Bank) (hereinafter referred to as the Bank) hereby undertake to pay to the government on amount not exceeding Rs. _____ (Rupees _____ Only) on demand by the Government.

2. We _____ (indicate the name of the Bank) do hereby under take to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.____ _____
(Rupees_____ _____only).

3. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary only of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. t

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

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).

7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

8. This guarantee shall be valid up to _____ Unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____
(Indicating the name of Bank).

NIT No. LGD/DB/NIT/2014-15/2479-83 Dated 20th Nov, 2014

Annexure-II

SCHEDULE OF QUANTITIES AND RATES

PART-1
Technical Information and undertakings

1. Name of the bidder/Concern: _____

2. Address (with Tel. & Mob. No.): _____

3. Address and telephone number of Garage:
_____

4. Nature of the concern _____
(i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector organization)

5. Registration Number bidder/Concern
(Attested photo copy of registration should be attached)

6. PAN Number of bidder/Concern: _____

Service Tax No. of bidder/Concern:
(Attested copies should be attached)

7. Demand draft No. _____ Dated _____ from bank name
_____
Amounting to Rs. 7,200 /- as Earnest Money Deposit.

OR

In case of Earnest Money Deposit being deposited in cash the Cash receipt number_____ dated_____issued and duly signed by the EE, LOWER GODAVARI DIVISION, CWC, Hyderabad

8. Registration No. of Vehicle: _____
(Photocopy of registration book should be attached)

9. Whether each page of NIT and its Annexure have been signed and stamped. YES/NO

10. List of Important Organizations with address and Telephone number to whom same services have been provided during the last three years with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by bidder)

11. Contact Address of the firm etc. at Hyderabad, if any

12. Bank Account Number
Name of bank
(Preferably SBI)

Bank Branch Code
Branch Address

13. Any other information important in the opinion of the bidder

Dated :
At :

(Dated Signature of bidder)
(With stamps of the firm)

UNDERTAKING

1. I/We undertake that I/we have carefully studied all the Specifications, terms and conditions general informations and instructions and understood the parameters of the proposed work o the Executive Engineer, LGD, CWC, Hyderabad and shall abide by them.
2. I/We hereby certify that none of my relative(s) is/are employed in the Central Water Commission.
3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated:

At:

(Dated Signature of bidder)
(With stamps of the firm)

PART-2

With reference to the above tender, I hereby submit the rates for hire of vehicle by the Executive Engineer, Lower Godavari Division, CWC, Hyderabad.

Petrol/Diesel, Bolero/Indigo/Innova type vehicle along with driver.

S.No.	Description	Rate with Petrol	Rate with Diesel	Remarks
1	Monthly Rate for 2000 kms: In words: Rupees	Rs.	Rs.	
2	Rate per km for vehicle over and above 2000 kms: In Words: Rupees	Rs.	Rs.	
3	Night halt charges for the Vehicle with Driver per Day In words: Rupees	Rs.		
4	Overtime charges for the driver: (after 19.00 Hrs. to before 08.00 Hrs.) In words: Rupees	Rs.		

Date

Signature of the bidder

Place

Notes:

1. In case, fuel rate changes, the increased/decreased cost of fuel will be reimbursed/recovered to the contractor for the actual KM run taking and average of 12 KMs per liter Fuel as defined in the escalation of this contract.
2. All the above rates are inclusive of all maintenance, servicing, fuel oil lubricants, cost of spares, salary & other benefits to the manpower deployed, charges towards Road Tax/ SRT/TP, Insurance, uniform of driver and other statutory levies **(except service tax)** as applicable to all parties concerned agencies.
3. **All the above rates are exclusive of SERVICE TAX.**
4. Vehicle registered in the name of proprietor or Firm's partners only will be acceptable for deployment.

(Signature of Contractor with date and Seal)

INTEGRITY PACT

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

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through *Executive Engineer, Lower Godavari Division*, CWC, *Hyderabad* (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. LGD/DB/NIT/2014-15/ Dated 20th Nov, 2014) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for:

Supply, operation & maintenance of one No. Petrol/Diesel, Bolero/Indigo/Innova type vehicle along with driver on contract basis for twelve month's duration" for Director, M&A Directorate, CWC, Hyderabad

Here in after 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 o 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 execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he

shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or Submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article3: Consequences of Breach

With out **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 Bid security/Performance Guarantee/Security Deposit**: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the contract been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CWC.

Article 7: Other Provisions

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 intensions.

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: