



Rs. 500

**LOWER BRAMHAPUTRA DIVISION
CENTRAL WATER COMMISSION**

**“Construction of retaining wall at Tufanganj H.O. Site under
TRS Sub-Division, CWC, Coochbehar under L.B. Division,
CWC, Jalpaiguri.”**

N. I. T. No. - 10/2018-19/LBD/CWC/JPG dated: 03.01.2019

January' 2019

Certified that this tender document contains 44 Pages.

**Executive Engineer,
Lower Bramhaputra Division
Central water Commission
Hakimpara, Jalpaiguri.**

**Ph: 03561-220770
Fax: 03561-230677**

Last date & time of procurement of bid document online upto 10:00 hrs. on 14.01.2019

Last date & time for uploading bid is 11:00 Hrs. on 14.01.2019

Opening date & time of bid is 12:00 Hrs. on 14.01.2019

- IMPORTANT NOTE:-**
- i. BIDDER SHOULD SUBMIT THE TENDERS ONLY ONLINE.**
 - ii. THE BIDDER SHOULD READ ALL THE INSTRUCTIONS THOROUGHLY BEFORE SUBMITTING THE TENDER AND ADHERE TO THE DATES GIVEN.**

LIST OF CONTENTS

Sl. No.	Contents	Page No
1	CPWD-6	6-10
2	CPWD-8	11-12
3	SCHEDULES	13-15
4	CONDITIONS OF CONTRACT	16-18
5	SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING	19-22
6	SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS	23-25
7	TERMS AND CONDITIONS	26-30
8	SCHEDULE OF QUANTITY	31-31
9	INTEGRITY PACK	32-44

भारत सरकार
जल संसाधननदी विकास एवं , गंगा
संरक्षण मंत्रालय
केंद्रीय जल आयोग
कार्यालय अधिशासी अभियंता
निचली ब्रह्मपुत्र मण्डल

जल भवन, हाकिमपाड़ा, जलपाईगुड़ी - 735101

दूरभाष / : (फैक्स) 03561-230677, 220770



GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES,
RIVER DEVELOPMENT &
GANGA REJUVENATION
CENTRAL WATER COMMISSION
O/O THE EXECUTIVE ENGINEER
LOWER BRAHMAPUTRA DIVISION
JAL BHAWAN, HAKIM PARA,
JALPAIGURI-735101
email- eelbd-cwc@gov.in

No: 10/2018-19/LBD/CWC/JPG

Date -03/01/2019

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING
PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE
(Applicable for inviting open bids)**

Item rate bids are invited on behalf of President of India from registered, reputed, well established and financially sound Companies / Firms / Agency for "Construction of retaining wall at Tufanganj H.O. Site under TRS Sub-Division, CWC, Coochbehar under L.B. Division, CWC, Jalpaiguri"

Sl. No.	NIT No. & Date	Name of Work	Cost of Tender Document	Estimated cost	Last date & time of submission of bid	Time & Date of opening of bid
1	10/2018-19/LBD/CWC/JPG Dated:-03/01/2019	Construction of retaining wall at Tufanganj H.O. Site under TRS Sub-Division, CWC, Coochbehar under L.B. Division, CWC, Jalpaiguri	Rs. 500/-	Rs. 3,67,454/- (Rupees three lakh sixty seven thousand four hundred fifty four only)	11:00 Hrs. on 14-01-2019	12:00 Hrs. on 14-01-2019

1. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs. Rs. 7,350.00/- (Rupees seven thousand three hundred fifty)** in favour of Executive Engineer, Lower Brahmaputra Division, Central Water Commission, Jalpaiguri-735101, payable at Jalpaiguri.
2. The intending bidder must read the Terms and Conditions of Tender Document carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and Instructions for bidders posted on website shall form part of bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of Terms and Conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <http://www.tcil-india.com> and <https://eprocure.gov.in/cppp> free of cost.
5. The tenderers uploading the tender shall upload the scanned copy of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Lower Brahmaputra Division, CWC,

Jalpaiguri payable at Jalpaiguri for Rs. 500/- (Rupees Five Hundred only) towards the cost of tender document at the time of submission.

6. But the bid can only be submitted after **depositing Processing Fee in favour of TCI Limited** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of respective Executive Engineer and other documents as specified.
7. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
8. The intending bidder must have valid class-III digital signature to submit the bid.
9. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
10. Contractor can upload documents in the form of **JPG** format and **PDF** format.
11. Contractor must ensure to quote rate of each item. If any cell is left blank the same shall be treated as **"0"**. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as **"0" (ZERO)**.
12. SC/ST contractors enlisted under class V category are exempted from processing fee payable to TCI Limited.
13. **List of Documents to be scanned and uploaded within the period of bid submission and also to be submitted offline before the last date & time of submission of bids to the Executive Engineer, L.B. Division, CWC, Hakimpura, Jalpaiguri-735101, West Bengal.**
 - I. **Pass-phrase** for opening of Bid. Passphrase shall be supplied in sealed envelope. Envelope shall be clearly marked as "pass-phrases for Tender for "Construction of retaining wall at Tufanganj H.O. Site under TRS Sub-Division, CWC, Coochbehar under L.B. Division, CWC, Jalpaiguri"
 - II. Demand Draft or Banker`s Cheque of any Scheduled Bank against cost of tender document.
 - III. Treasury Challan/Demand Draft/Pay order or Banker`s Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD.
 - IV. Certificates of Work Experience as per clause 1.2 of CPWD-6.
 - V. Copy of PAN / GIR card
 - VI. Copy of the IT return filed for the last two financial years
 - VII. Certificate of Registration for GST
 - VIII. Affidavit mentioning undertaking and confirmation that eligible similar work(s) has/have not been executed through another contractor on back to back basis etc. as indicated at Sl. no. 1.2.1 of CPWD-6 vide page No. (3) of tender document
13. The successful tenderer will have to deposit (5% of tendered value) as Performance guarantee before placing the work order within 7 days of the receipt of the formal order. The performance guarantee will be furnished in the form of the Account Payee Demand Draft or Bank

Guarantee drawn in favour of Executive Engineer, Lower Brahmaputra Division, Central Water Commission, Jalpaiguri-735101. The performance guarantee should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the tenderer.

15. The proceeds of the performance guarantee shall be payable to the CWC as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
16. The Performance guarantee deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of PG is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the PG.
17. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
18. The competent authority of O/o **Executive Engineer, L.B. Division, CWC, Hakimpura, Jalpaiguri-735101, West Bengal** reserves the right to reject any or all bids without assigning any reason.

Copy for kind information to: -

1. Superintending Engineer, Investigation Circle, CWC, Gangtok - 737102
w.r.t letter no. 9/143/2018-DB/IC/SKM/VOL-I/1065-66 Dated 17.12.2018
2. Assistant Accounts Officer, L.B. Division, CWC, Jalpaiguri
3. Sub-Divisional Engineer(HQ), L.B. Division, CWC, Jalpaiguri

Copy forwarded with the request to display the enclosed NIT on the notice board for wide publicity to: -

1. The Assistant Executive Engineer, JLT .Sub-Division, CWC, Jalpaiguri-735101.
2. The Sub-Divisional Engineer, TRS Sub-Division, CWC, Cooch Behar-736101.
3. The Sub-Divisional Engineer, UTUM Sub-Division, CWC, Siliguri,
4. Notice Board, L.B. Division, CWC, Jalpaiguri.
5. Website www.eprocure.gov.in & www.cwc.nic.in


03/01/2019
Executive Engineer,
Lower Brahmaputra Division,
Central Water Commission,
Jalpaiguri-735101

CPWD-6 FOR E-TENDERING

1. Item rate bids are invited **up to 11:00 Hrs. on 14.01.2019** on behalf of President of India from registered, reputed, well established, financially sound and approved eligible Contractors of C.P.W.D, M.E.S, Railways, West Bengal State (P.W.D), Assam State (P.W.D) and Eligible Contractors of other state govt. department of for the work of "Construction of retaining wall at Tufanganj H.O. Site under TRS Sub-Division, CWC, Coochbehar under L.B. Division, CWC, Jalpaiguri."

- 1.1 The amount put to tender for the work is **Rs. 3,67,454/- (Rupees three lakh sixty seven thousand four hundred fifty four only)**. This estimate, however, is given merely as a rough guide.

- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

- 1.2 Intending bidders are eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for submission of bid documents

- 1.2.1 Three similar works each cost not less than 40% of the estimated cost or two similar works each cost not less than 60% of the estimated cost or one similar work costing not less than 80% of the estimated cost in last **7 years ending previous day of last date of submission of bids**.

To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid and also to be submitted offline before the last date & time of submission of bids to the Executive Engineer, L.B.D, CWC, Hakimpura , Jalpaiguri-735101, West Bengal.)

- 1.2.2 The Company / Firm / Agency should have

- a. The Contractor / Company / Firm / Agency should be registered with the appropriate Registration authority;
 - b. PAN / GIR card
 - c. Submitted IT returns for the last two financial years
 - d. Registration for GST
2. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 8** (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website <https://eprocure.gov.in/cppp>. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be as defined in **Schedule- F**
4. The site for the work is available.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <http://www.tcil-india.com> and <https://eprocure.gov.in/cppp> free of cost.
6. **The bidders uploading the tender shall upload the scanned copy of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Lower Bramhaputra Division, CWC, Jalpaiguri payable at Jalpaiguri for Rs. 500/- (Rupees five hundred only) towards the cost of tender document at the time of submission as well as offline before the last date & time of submission of bids to the Executive Engineer, L.B.D, CWC, Hakimpura, Jalpaiguri-735101, West Bengal.**
7. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
8. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
9. Earnest Money of **Rs. 7,350.00/- (Rupees seven thousand three hundred fifty)** only in the form of Treasury Challan, deposit at call receipt or fixed deposit receipt/Demand Draft/Banker's cheque of a schedule bank drawn in favour of **Executive Engineer, Lower Bramhaputra Division, CWC, Jalpaiguri payable at Jalpaiguri** be scanned and uploaded to the e-tendering website within the due date and time. The original EMD should be deposited by the bidders within the due date and time to the **Executive Engineer, Lower Bramhaputra Division, CWC, Hakimpura, Jalpaiguri, PIN-735101.** If the office happens to be closed on the date of opening of the bids as specified, the documents as mentioned above will be received on the next working day at the same time and venues as specified above.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, **minimum** 50% of earnest money or Rs. 20 lac, whichever is less, **shall** have to be deposited in shape prescribed above,

and balance **may be deposited** in shape of Bank Guarantee at any scheduled bank **having validity for six months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders and the original bank guarantee should be deposited by the bidders within the due date and time to the **Executive Engineer, Lower Brahmaputra Division, CWC, Hakimpara, Jalpaiguri, PIN-735101.**

Interested contractors who wish to participate in the bid has also to make following payments within the period of bid submission

e-tender processing fee shall be payable to M/s TCI Limited through their e-gateway by credit /debit card, internet banking or RGTS/NEFT facility .

Copy of certificate of work experience and other documents as specified in the tender document for eligibility shall be scanned and uploaded to the e-tendering website within the period of tender submission. However, original/certified copies of all the scanned and uploaded documents as specified in tender document shall have to be submitted by the bidder physically in the office of the tender opening authority if sought by the department for verification purpose.

Copies of PAN-Card, GST registration shall have to be uploaded along with the bid document. Information regarding income tax, Permanent account number (PAN) and Service Tax Registration number and may be enclosed along with the documents.

Online bid documents submitted by intending bidders shall be opened only of those bidders, ***who has deposited e-Tender Processing Fee with M/s TCI Limited and Earnest Money Deposit and other documents scanned and uploaded are found in order.***

The bid submitted shall be opened at 12:00 hours on 14.01.2019

10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

(i) The bidder is found ineligible.

(ii) The bidder does not upload all the documents (including PAN Card, GST registration) as stipulated ***at clause 14 of scope of work and general instructions for bidders.***

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted ***physically by the bidder*** in the office of bid opening authority.

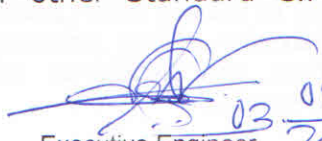
11. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent)** of the bid amount within the period specified in **Schedule F.** This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

12. **The description of the work is as follows:**
i) Earthwork, ii) Brick flat soling, iii) PCC (1:3:6) work, iv) Reinforcement, v) Shuttering, vi) RCC work, vii) Brick work, viii) Plastering works.
Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the work place, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and 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 plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in LBD, CWC, Jalpaiguri for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. ***The bid for the works shall remain open for acceptance for a period of Sixty (60) days from the date of opening of bids in case of single bid system.*** If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the

terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

19. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 10 (Ten) days from the stipulated date of start of the work, sign the contract consisting of:-

- (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- (b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.


03 01 2019
Executive Engineer,
Lower Brahmaputra Division,
Central Water Commission,
Jalpaiguri-735101

GOVERNMENT OF INDIA
L.B. DIVISION, CENTRAL WATER COMMISSION, JALPAIGURI

- (A) Tender for the work of: - **“Construction of retaining wall at Tufanganj H.O. Site under TRS Sub-Division, CWC, Coochbehar under L.B. Division, CWC, Jalpaiguri.”**
- (i) **To be uploaded by 11:00 hours on 14.01.2019** upload at <http://www.tcil-india.com>
- (ii) To be opened in presence of bidders who may be present at **12:00 hours on 14.01.2019** in the office of Executive Engineer, Lower Bramhaputra Division, CWC, Jalpaiguri 735101.

Issued to:*

Signature of officer issuing the documents*

Designation*

Date of Issue:*

* Note Applicable for e-tendering

TENDER

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

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

We agree to keep the tender open for ~~thirty/fifty/sixty/ninety (30/45/60/90)~~ days from the due date of its opening in case of single bid system / ~~Ninety(90) days from the date of opening of technical bid in case tenders are invited on 2 bid/envelop system/ One hundred twenty(120) days from the date of opening of technical bid in case bids are invited on 3 bid/envelop system for specialised work (strike out as the case may be)~~ and not to make any modification in its terms and conditions.

A sum of **Rs. 7,350.00/-(Rupees seven thousand three hundred fifty) only** is hereby forwarded in ~~cash/receipt/treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.~~

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded **(strike out as the case may be)**. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

Dated
Witness:
Address:
Occupation:

Signature of Contractor
Postal Address

A C C E P T A N C E

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

Rupees.....
.....)

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

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

For & on behalf of the President of India.
Signatures.....
Designation.....

Dated: _____

SCHEDULES

- SCHEDULE 'A'** - Schedule of quantities (Enclosed)
- SCHEDULE 'B'** - Not applicable
- SCHEDULE 'C'** - Not applicable
- SCHEDULE 'D'** - Additional Conditions of Contract.
- SCHEDULE 'E'** - Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8.

Name of work: "Construction of retaining wall at Tufanganj H.O. Site under TRS Sub-Division, CWC, Coochbehar under L.B. Division, CWC, Jalpaiguri."

Estimated Cost of Work - Rs. Rs. 3,67,454/-

i	Earnest money:	Rs. 7,350.00
ii	Performance guarantee	5% of contract value to be submitted before placing the work order & within 7 (Seven) days after receipt of formal acceptance letter.
iii	Security Deposit	2.5 % of contract value

SCHEDULE 'F'

	General Rules & Directions:	
	Officer inviting tender	Executive Engineer, Lower Brahmaputra Division, CWC, Jalpaiguri.
	Definitions:	Additional definitions as per conditions of contract clause 1
2(v)	Engineer-in-Charge	Executive Engineer, Lower Brahmaputra Division, CWC, jalpaiguri.
2(viii)	Accepting Authority:	Executive Engineer, Lower Brahmaputra Division, CWC, jalpaiguri.
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	15%
2(xi)	Standard Schedule of Rates	Schedule of rates for P.W.D., Govt. of West Bengal, w.e.f 01.11.2017
2(xii)	Department:	Central Water Commission
9(ii)	Standard CPWD Contract Form	CPWD Form-8 as amended from time to time
	Clause – 1	
i	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance	07 (Seven) days
ii	Maximum allowable extension beyond the period provided in (i) above.	07 (Seven) Days

	Clause – 2		
	Authority for fixing Compensation under clause 2	Superintending Engineer, Investigation Circle,CWC, Gangtok	
	Clause – 2 A		
	Whether Clause 2 A is applicable	Yes	
	Clause – 5		
	Number of days from date of issue of work order for reckoning date of start	07 (Seven) days.	
	Milestones		
Table of Mile Stone(s)			
SI No.	Description of Milestone (Physical)	Time Allowed in days	Amount to be withheld in case of non achievement of milestone
1.	Earth Work	02 days	5% of tender amount toward Performance Guarantee shall be forfeited if found any negligence from the contractor part
2.	Brick flat soling	03 days	
3.	PCC (1:3:6)	02 days	
4.	Curing	04 days	
5.	Shuttering & Reinforcement	04 days	
6.	Cement Concreting	05 days	
7.	Curing	08 days	
8.	Brick Work	10 days	
9.	Plastering (1:4)	07 days	
	Time allowed for execution of work	45 (Forty Five) Days	
	Clause – 6 & 6A	As per clause of CPWD General Conditions of Contract	
	Clause – 7 Payment on intermediate certificate	As per clause of CPWD General Conditions of Contract	
	Clause – 10 A	Not applicable	
	Clause – 10 B (ii)	Not applicable	
	Clause – 10 C (a)	Not applicable	
	Clause – 10 C (c)	Not applicable	
	Clause – 11 Specifications to be followed for execution of work	As per Specifications of CPWD	
	Clause – 12	As per clause of CPWD General Conditions of Contract	

	Clause – 16	As per clause of CPWD General Conditions of Contract
	Clause – 18	As per clause of CPWD General Conditions of Contract
	Clause – 36	
	Minimum qualifications & experience required for Principal Technical Representative	Not Applicable
	Clause – 42	As per clause of CPWD General Conditions of Contract

CONDITIONS OF CONTRACT

Definitions:

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii. The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv. The President means the President of India and his successors.
 - v. The Engineer-in-charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.
 - vi. Government or Government of India shall mean the President of India.
 - vii. The terms Director General includes Additional Director General and Chief Engineer of the Zone.
 - viii. Accepting Authority shall mean the authority mentioned in Schedule 'F'.
 - ix. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - x. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
 - xi. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - xii. Department means CWC or any department of Government of India which invites tenders on behalf of President of India as specified in schedule 'F'.
 - xiii. District Specifications means the specifications followed by the State

- Government in the area where the work is to be executed.
- xiv. Tendered value means the value of the entire work as stipulated in the letter of award.
- xv. Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site; whichever is later, in accordance with the phasing if any, as indicated in the tender document.
3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
 5. The contractor shall be furnished, free of cost one copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
 6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
 7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
 8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 8.1 In the case of discrepancy between the schedules of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:
 - i. Description of Schedule of Quantities.
 - ii. Particular Specification and Special Condition, if any.
 - iii. Drawings.
 - iv. CPWD Specifications.
 - v. Indian Standard Specifications of B.I.S.
 - 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
 - 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
 9. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 (Ten) days from the stipulated date of start of the work, sign the contract consisting of:

- (i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
 - a. Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
 - b. C.P.W.D. Safety Code.
 - c. Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
 - d. CPWD Contractor's Labour Regulations.
 - e. List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract is signed by the contractor.

SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING

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

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

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

Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)
Register on Electronic Tendering System® (ETS)
Create Marketing Authorities (MAs),
Users and assign roles on ETS
View Notice Inviting Tender (NIT) on ETS
For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS
Clarification to Tender Documents on ETS
Query to Central Water Commission (Optional)
View response to queries posted by Central Water Commission
Bid-Submission on ETS
Attend Public Online Tender Opening Event (TOE) on ETS
– Opening of relevant Bid-Part
Post-TOE Clarification on ETS (Optional)
– Respond to Central Water Commission Post-TOE queries
Attend Public Online Tender Opening Event (TOE) on ETS
Opening of relevant part (i.e. Financial-Part)
(Only for Technical Responsive Bidders)
Participate in e-Reverse Auction on ETS
For participating in this tender online, the following instructions are to be read carefully.
These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronicstender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology,

this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

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

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

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

TCIL/ ETS Helpdesk Telephone/ Mobile Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-1126202699 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID ets_support@tcil-india.com

Some Bidding related Information for this Tender (Sealed Bid)

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

Special Note on Security and Transparency of Bids

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

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

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

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

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

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

Other Instructions

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

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

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

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

NOTE :

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

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3), Broadband connectivity, Microsoft Internet Explorer 6.0 or above, Digital Certificate(s).

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Executive Engineer, Lower Bramhaputra Division, Central Water Commission, Jalpaiguri-735101 located at Hakimpura, Jalpaiguri, West Bengal on behalf of President of India requires services from registered, reputed, well established, financially sound and approved eligible Contractors of C.P.W.D, M.E.S, Railways, West Bengal State (P.W.D), Assam State (P.W.D) and Eligible Contractors of other department of West Bengal State & Assam State for the work of **“Construction of retaining wall at Tufanganj H.O. Site under TRS Sub-Division, CWC, Coochbehar under L.B. Division, CWC, Jalpaiguri.”**
2. The contract will be for 45 days from the 10th day of the date of issue of work order or from the date of actual commencement of work as stipulated in work order whichever is earlier. The period of the contract may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm / Agency. This office, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected service providing Company / Firm / Agency.
3. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs. 7,350.00/-(Rupees seven thousand three hundred fifty) only in favour of Executive Engineer, Lower Bramhaputra Division, Central Water Commission, Jalpaiguri, payable at Jalpaiguri.**
4. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
5. Information and Instructions for bidders posted on website shall form part of bid document.
6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <http://www.tcil-india.com> and <https://eprocure.gov.in/cppp> free of cost.
7. Bid can only be submitted after **depositing Processing Fee, as fixed by TCIL, in favour of TCI Limited** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of **the Executive Engineer, Lower Bramhaputra Division, CWC, Jalpaiguri payable at Jalpaiguri** and other documents as specified.
8. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
9. The intending bidder must have valid class-III digital signature to submit the bid.
10. On opening date, the contractor can login and see the bid opening process. After

opening of bids he will receive the competitor bid sheets.

11. Contractor can upload documents in the form of **JPG** format and **PDF** format.
12. Contractor must ensure to quote rate of each item. If any cell is left blank the same shall be treated as **"0"**. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as **"0" (ZERO)**.
13. SC/ST contractors enlisted under class V category are exempted from processing fee payable to TCI Limited.
14. **List of Documents to be scanned and uploaded within the period of bid submission and also to be submitted offline before the last date & time of submission of bids to the Executive Engineer, L.B.D, CWC, Hakimpara, Jalpaiguri-735101, West Bengal.**
 - I. **Pass-phrase** for opening of Bid. Passphrase shall be supplied in sealed envelope. Envelope shall be clearly marked as "pass-phrases for Tender for "Construction of retaining wall at Tufanganj H.O. Site under TRS Sub-Division, CWC, Coochbehar under L.B. Division, CWC, Jalpaiguri"
 - II. Demand Draft or Banker`s Cheque of any Scheduled Bank against cost of tender document.
 - III. Treasury Challan/Demand Draft/Pay order or Banker`s Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD.
 - IV. Certificates of Work Experience as per clause 1.2 of CPWD-6.
 - V. Copy of PAN / GIR card
 - VI. Copy of the IT return filed for the last two financial years
 - VII. Certificate of Registration for GST
 - VIII. Affidavit mentioning undertaking and confirmation that eligible similar work(s) has/have not been executed through another contractor on back to back basis etc. as indicated at Sl. no. 1.2.1 of CPWD-6 vide page No. (3) of tender document
15. The successful bidder will have to deposit (5% of tendered value) as Performance guarantee Deposit before placing the work order within 7 days of the receipt of the formal letter of acceptance. The performance guarantee will be furnished in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form in favour of Executive Engineer, Lower Brahmaputra Division, Central Water Commission, Jalpaiguri-735101. The performance guarantee should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the bidder.
16. The performance guarantee shall be payable to the CWC as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
17. The Performance guarantee of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made

arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of PG is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the PG.

18. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
19. The competent authority i.e. **Executive Engineer, L.B.D, CWC, Hakimpara, Jalpaiguri-735101, West Bengal**, reserves the right to reject any or all bids without assigning any reason.



Executive Engineer,
Lower Bramhaputra Division,
Central Water Commission,
Jalpaiguri-735101

TERMS AND CONDITIONS

General

1. The contract shall be for the period from 45 days from the 7th day of the date of issue of work order or from the date of actual commencement of work as stipulated in work order whichever is earlier, unless it is curtailed or terminated by this office owing to deficiency of work, sub-standard quality of materials, breach of contract, reduction or cessation of the requirements of work.
2. The contract shall automatically expire after 45 days from the 7th day of the date of issue of work order or from the date of actual commencement of work as stipulated in work order whichever is earlier unless extended further by this office.
3. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
4. A site order book shall have to be maintained by the contractor at the site of work, order & instructions written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the book order as a token of having seen the same. The order book shall be the property of Government of India & shall be handed over to the Engineer-in-Charge of the work in good condition on the completion of the work whenever required supervisory staff and Engineer-in-charge.
5. The Contractor will also ensure the required subscription of GST and other liabilities as prescribed in the rules.
6. The bidder will be bound by the details furnished by him / her to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
7. In case the date fixed for opening of bids is subsequently declared as holiday by the Government the bids will be opened on next working day, time and venue remaining unaltered.
8. The contractor shall have to make good all the damages done by him to the structure nearby, while executing the work no extra amounts shall be paid for the same.
9. The contractor shall not deposits materials at such places that may causes incontinence to the public & the work going on the nearby area.
10. The details drawings and plans and all the particulates can be seen in the office of the Executive Engineer, Lower Bramhaputra Division, CWC, Jalpaiguri during the working hours.
11. All the works comprised in this contract until handed over to the Engineer in charge shall stand at the risk of contractor who shall be responsible to make good at his own cost all the losses and damages caused by or due to fire weather, tides or any other reasons. Finally after satisfactory completion of the work, the same shall be handed over to the Engineer in charge or his authorized representative in good conditions as per the conditions of the contract.

12. Force majeure : This will be restricted to natural calamities and acts of God only.
13. During the execution of work the contractor shall employ only such persons who are careful, skilled and experienced in their service trades. The Engineer in charge shall be at liberty to object and ask the contractor to remove, from the work any person employed by the contractor in the opinion of Engineer in charge, misconduct or he is negligent, in the proper performance of his duties and such person shall not be again employed in the work without the permission of Engineer in charge.
14. The agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
15. All the tools, tackles, ladders, plants etc., required for the purpose of execution of the work will have to be arranged by the Contractor at his own cost.
16. All the shrubs, plants and foreign matter etc., in the alignment of all sites and within the site of work shall have to be cleaned if required without any extra cost.
17. Barricading including proper lighting arrangements in the night at required places shall have to be provided by the Contractor at his own cost as directed by the Engineer in charge.
18. Rejected materials or unwanted shall not be stacked at the site of work.
19. All the work shall be done strictly in accordance with specifications, latest IS codes in practice for different building trades, in addition to the specifications given in Schedule of quantity, approved plan and instructions issued by the Engineer in charge.
20. For purpose of measurement the method prescribed in the IS method of measurements of the building work shall be applicable unless stated otherwise stated in contract. In case of ambiguity the decision of the Engineer in charge shall be final.
21. Safety regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violations of the same.
22. Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer/Sub Divisional Engineer, giving the approximate quantity of such materials.

LEGAL

23. The successful bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to O/o Executive Engineer, L.B.D, CWC, Jalpaiguri to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
24. The successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
25. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
26. (a) In case, the tendering agency fails to comply with any statutory / taxation liability under

appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance guarantee/ Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

(b). The contracted firm shall indemnify and at all times keep the department (Executive Engineer, L.B.D, CWC, Jalpaiguri) indemnified against any direct loss to it on any claims by any third person for any personal injury to anybody or loss to property, movable or immovable, earned by or attributable to any act or omission of the agency/firm or any of his employee, agent or professional etc while performing or purporting to perform this agreement.

FINANCIAL

27. **Earnest Money of Rs. 7,350.00/- (Rupees seven thousand three hundred fifty) only** in the form of Treasury Challan, deposit at call receipt or fixed deposit receipt/Demand Draft/Banker's cheque of a schedule bank drawn in favour of **Executive Engineer, Lower Bramhaputra Division, Central Water Commission, Jalpaiguri, payable at Jalpaiguri** be scanned and uploaded to the e-tendering website within the due date and time failing which the tender shall be rejected outrightly. The original EMD should be deposited by the bidders within the due date and time to the **Executive Engineer, Lower Bramhaputra Division, CWC, Hakimpura, Jalpaiguri, PIN-735101**. If the office happens to be closed on the date of opening of the bids as specified, the documents as mentioned above will be received on the next working day at the same time and venues as specified above.
28. The EMD in respect of the agencies which do not qualify shall be returned to them without any interest. However, the E.M.D. in respect of the successful bidder shall be returned only after deposit of performance guarantee by the successful bidder. **The EMD in respect of the successful bidder may also be adjusted towards the security deposit.**
29. The successful bidder will have to deposit (5% of bid value) as Performance Guarantee before placing the work order within 7 days of the receipt of the letter of acceptance. The performance guarantee will be furnished in the form of Government securities or Fixed Deposit Receipt (FDR) of a Schedule Bank or an irrevocable bank guarantee bond of any schedule bank or the State Bank of India in the prescribed form drawn in favour of **Executive Engineer, Lower Bramhaputra Division, Central Water Commission, Jalpaiguri, payable at Jalpaiguri**. The performance guarantee should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The security deposit will not bear any interest.
30. The successful bidder will have to execute an agreement after remitting the performance guarantee, in a proper format at his own expenses within 10 (ten) days of issue of work order.
31. In case of breach of any terms and conditions attached to this contract, the performance guarantee of the agency will be liable to be forfeited by this office besides annulment of the contract.
32. **Executive Engineer, L.B.D, CWC, Hakimpura, Jalpaiguri-735101, West Bengal,** reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
33. In case of any dispute, the decision of the competent authority of CWC is final and binding on

the both the parties.

34. Arbitration Clause: -

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the competent authority of CWC for sole arbitration by himself or by any officer appointed by him.
- (ii) It is also a term of the contract that no person other than any officer appointed by the competent authority of CWC shall act as arbitrator.
- (iii) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (iv) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (v) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and L.B. Division, CWC, Jalpaiguri shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vi) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (vii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (viii) The arbitrator from time to time, with the consent of both the parties, enlarges the time for making and publishing the award.
- (ix) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. 33
- (x) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.

- (xi) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".



03 01
2019

Executive Engineer,
Lower Brahmaputra Division,
Central Water Commission,
Jalpaiguri-735101

SCHEDULE OF QUANTITIES

Name of work:- **"Construction of retaining wall at Tufanganj H.O. Site under TRS Sub-Division, CWC, Coochbehar under L.B. Division, CWC, Jalpaiguri."**

Item No	Item of works	Quantity Or No	Unit	Rates (in figures as well as in words)	Amount (in Rs.)
1	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. The item includes necessary trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water as required complete.	20.25	Cum		
2	Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	18.00	Sqm.		
3	Cement concrete with graded stone ballast (40 mm size excluding shuttering), In ground floor, (B) With N.B. Variety stone metal. 1:3:6 proportion	2.7	Cum.		
4	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement ,if any, in ground floor as per relevant IS codes. River bazree	47.4	Cum.		
5	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. (a) For works in foundation and upto roof of ground floor/upto 4 m. Tor steel/Mild Steel. SAIL/ TATA/RINL	571.49	kg		
6	Hire and labour charges for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns,lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor) 25 mm to 30 mm thick wooden shuttering as per decision & direction of Engineer-In-Charge.	103.12	Sqm.		
7	125 mm. thick brick work with 1st class bricks in cement mortar (1:4) in ground floor.	24.00	Sqm.		
8	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface], With 1:4 cement mortar, 20 mm thick plaster.	168.00	Sqm.		

CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM No. DG/CON/255

ISSUED BY AUTHORITY OF DIRECTOR GENERAL

NIRMAN BHAWAN, NEW DELHI

DATED: - 23.05. 2011

Sub: Introduction of Integrity Pact and Dispute Resolution Committee under Clause 25 in GCC 2010.

1. Introduction of Integrity Pact:

A new provision of Integrity Pact (copy enclosed) has been introduced in the GCC 2010. At the time of submission of tender/bid, it shall be mandatory to sign the Pact by the bidder/contractor failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

2. Following provisions of CPWD Works Manual 2010 are modified:

Reference	Existing Provision	Modified Provision
CPWD - 7/8 Schedule - F	No Provision	Following new Para is added: Clause 25 - Constitution of Dispute Redressal Committee: Chairman - Member - Member -
Clause 3 (vii)	If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering.	If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
Clause 25(i)	If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in- Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.	If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.
	If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if	If the Superintending Engineer fails to give his give his instructions or decision in writing within the aforesaid

	the contractor is dissatisfied with the instructions or decision of Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.	period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Chief Engineer, the contractor may within 30 days from the receipt of the Chief Engineer decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.
--	--	---

The modified GCC 2010 including provisions of this OM is available on CPWD website.

Superintending Engineer (C&M)

Issued from file no. CSQ/CM/C/37(1)/2011.

Copy to:

- (1) All ADGs CPWD. E-in-C PWD, Delhi Govt.
- (2) All CEs, CPWD, PWD Delhi Govt.- **They are requested to endorse a copy of this to all SEs & EEs with further directions that they should bring this change to the notice of all the concerned.**

Executive Engineer (M)

To,

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

Sub: NIT No. for the work

Dear Sir,

It is here by declared that CPWD is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

Executive Engineer

To,
Executive Engineer,
.....,
.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that CPWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CPWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Executive Engineer,,
(Name of Division)

CPWD,, (Hereinafter referred as the
(Address of Division)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the
(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for

.....
(Name of work)

hereinafter referred to as the **“Contract”**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **“Integrity Pact” or “Pact”**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (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 endeavour 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.
- 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 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **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 :

CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM
No. DG/CON/255A

ISSUED BY AUTHORITY OF DIRECTOR GENERAL

NIRMAN BHAWAN, NEW DELHI

DATED: - 10.08. 2011

Sub: Clarification regarding Introduction of Integrity Pact introduced vide OM No. CON 255 Dt. 23.05.2011

A new provision of Integrity Pact (IP) was introduced in GCC-2010 vide OM No. CON/255 dt. 23.05.2011. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

Some field Units have raised their doubts regarding submission of duly signed Integrity Pact by the bidder at the time of submission of bid. In this regard it is clarified that :-

1. Submission of duly signed Integrity Pact by the bidder is applicable in case of manual tendering where e-tendering is not followed.
2. In case of manual tendering Executive Engineer should sign the first page addressed to the intending bidder at the time of issue of tender form and before submission of the bid, each bidder shall sign IP at respective places and submit the bid. If duly signed IP is not submitted by the bidder, such bid shall not be considered.
3. In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact along shall also be signed between Executive Engineer and successful bidder after acceptance of bid.

Superintending Engineer (C&M)

Issued from file no. CSQ/CM/C/37(1)/2011.

Copy to:

- (1) All ADGs CPWD, E-in-C PWD, Delhi Govt.
- (2) All CEs - CPWD, PWD Delhi Govt. and E&F: **They are requested to endorse copy of this OM to all SEs & EEs with further directions that they should bring it to the notice of all the concerned.**

Executive Engineer (C)

BLANK