



भारत सरकार
GOVERNMENT OF INDIA
जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय
MINISTRY OF WR, RD & GR
केंद्रीय जल आयोग
CENTRAL WATER COMMISSION

**E-TENDER FOR SUPPLY AND FIXING OF M.S. SIGN BOARDS AT SITES & SITE
OFFICES UNDER MIDDLE GANGA DIVISION-1, CENTRAL WATER COMMISSION,
LUCKNOW**



Tender No: NIT-17/HQ-02/2018-19/MGD-1/LKO/956-61

Dated: 13/02/2019

COST OF TENDER DOCUMENT: Rs. 500/-

Last date for online submission of eTender	:- 21.02.2019 up to 10:00 Hrs
Date of opening of e-Tenders	:- 21.02.2019 at 12:00 Hrs

Certified that this tender document contains 35 pages including this page.

**Executive Engineer
Middle Ganga Division-I
Ph : 0522-2322181
Fax: 0522-2325028**

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भारत सरकार

Government of India

केंद्रीय जल आयोग

Central Water Commission

कार्यालय अधिशासी अभियन्ता

Office of the Executive Engineer

मध्य गंगा मंडल-1 / Middle Ganga Division-1

जलतरंग भवन, अलीगंज
Jaltarang Bhawan, Aliganj
लखनऊ-226024 (उ०प्र०)
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No. NIT-17/HQ-02/2018-19/MGD-1/LKO/956-61

Dated: 13.02.2019

ई-निविदा आमंत्रण सूचना

E-TENDER FOR SUPPLY AND FIXING OF M.S. SIGN BOARDS AT SITES & SITE OFFICES UNDER MIDDLE GANGA DIVISION-1, CENTRAL WATER COMMISSION, LUCKNOW

For and on behalf of the President of India, Executive Engineer, Middle Ganga Division-I, Central Water Commission, Lucknow invites bid by e tendering from registered contractors of Central/State Government for the following work:

1. Name of work	: e-Tender for supply and fixing of M.S. Sign Boards at sites & site offices under Middle Ganga Division-1, Central Water Commission, Lucknow
2. Estimated Cost	: Rs. 261345/-
3. Earnest Money	: Rs. 5227/-
4. Security Deposit	: 5 % of the contract value of the work.
5. Performance Guarantee	: 5% of tendered and accepted value of work.
6. Contract Period	: 1.5 Months
7. Cost of Tender Document	: 500/-

E-tender is available on TCIL website URL <https://www.tcil-india-electronictender.com> or www.cwc.gov.in or www.eprocure.gov.in/epublish/app from 14.02.2019 09:00 hrs to 21.02.2019 09:00 hrs. E-tender should be submitted online through TCIL website upto 10:00 hrs on 21.02.2019 and will be opened online at 12:00 hrs of 21.02.2019.

1.0 ELIGIBILITY CONDITIONS FOR THE TENDERERS

- The contractor should be registered with any Central/State Government Department.
- They should have a Valid PAN No.
- They should have a Valid GST Registration No.
- The Firm should have experience of works executed in the field of construction.

2.0 Verification of Details: Executive Engineer, Middle Ganga Division-I, CWC, Lucknow reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.

3.0 Agreement: Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). The tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.

4.0 Period of Contract: The duration of the Contract shall be for a period of 1.5 Months which can be revised or extended depending upon the exigency of work.

- 5.0 **Availability of Work Place:** The workplace is available & would be sites and site offices under the jurisdiction of Middle Ganga Division-I, CWC, Lucknow.
- 6.0 **Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the workplaces and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the workplace whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost unless it is specifically mentioned in the contract documents.
- 7.0 **Acceptance of Tender:** The Competent Authority does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. The Competent Authority also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.
- 8.0 Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
- 9.0 Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.
- 10.0 The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in office of Executive Engineer, Middle Ganga Division-I, CWC, Lucknow or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. The tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Water Resources, RD & GR. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for the award of work.
- 11.0 **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 5% of agreement cost as performance guarantee in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 7 days from the date of issue of letter of acceptance and sign contract agreement consisting of:-
- (a) The 'Notice Inviting Tender', all the documents including 'General Conditions & Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.
- (b) Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

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(आर० के० गौतम)
अधिकासी अभियन्ता

प्रतिलिपि :-

- 1-अधीक्षण अभियन्ता, जल विज्ञानीय प्रेक्षण परिमंडल, केन्द्रीय जल आयोग, वाराणसी।
- 2-लेखाशाखा, मध्य गंगा मण्डल-1, केन्द्रीय जल आयोग, लखनऊ।
- 3-सूचनापट्ट, मध्य गंगा मण्डल-1, केन्द्रीय जल आयोग, लखनऊ।
- 4-TCIL का वेबपोर्टल www.tcil-india-electronicstender.com
- 5-केन्द्रीय जल आयोग का वेबपोर्टल www.cwc.gov.in
- 6-ई-प्रकाशन, केन्द्रीय सार्वजनिक खरीद पोर्टल www.eprocure.gov.in/epublish/app

GENERAL INSTRUCTION TO BIDDERS

1. Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in
2. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
4. Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 days prior to closing date of submission of tender for any corrigendum / amendment.
5. Applicant contractor must provide demand draft for Rs 500/- (Rupees Five hundred only) in favor of Executive Engineer, Middle Ganga Division-I, CWC, Lucknow obtained from any Nationalized/ scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on the department. In the case of re-tendering, the firms which have submitted the DD in earlier calls will require submitting DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender documents is liable to be rejected.
6. Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.

7. SUBMISSION OF DOCUMENTS ONLINE

Technical Bid:

- (i) Signed and scanned copy of valid registration certificate, experience certificates of construction related works, GST registration, PAN No., Income-tax return of previous two years and Tender Acceptance Letter.
- (ii) Signed and Scanned copy of Partnership deed if any as per the tender document
- (iii) Signed and scanned true copy of undertaking of not being blacklisted by any government department.

Financial Bid:

8. The following documents are to be furnished online by the Contractor along with bid as per the tender document:
 - Signed and scanned price schedule as per the tender document.
9. The financial bid will be considered only for those bidders who qualify the eligibility criteria as per the tender document as a part of the technical bid.
10. **The bidder has to submit following documents in hard copy in a sealed envelope in office before the date and time of opening of tender otherwise the bid will not be considered for opening**
 - Earnest Money Deposit in original.
 - Demand Draft towards the cost of tender document in original.
 - Pass Phrase for bid in separate sealed envelope.

11. The bidder should not submit any other document as listed above.
12. For complete bid technical papers with schedule of quantities with pricing information should be submitted online along with other documents as defined under cl-7 & 8 above.
13. The agreement shall be drawn with the successful tenderer on the prescribed Form No. CPWD-7/8, which is available as a Government of India Publication. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
14. The time allowed for carrying out the work will be 1.5 Months from the date of issue of letter of acceptance of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
15. Earnest Money of Rs. 5227.00 (Rupees Five thousand two hundred twenty seven only) in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/TDR/Fixed Deposit receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Middle Ganga Division-1, C.W.C., Lucknow payable at Lucknow must be submitted.
16. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/TDR/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Middle Ganga Division-1, C.W.C., Lucknow payable at Lucknow within 7 days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor. Security deposit is liable to be deducted from the running bill @ 5% till total amount of security deposit and performance guarantee achieves 10% of the contract value.
17. Tenders received without requisite Bid Security (EMD) will be summarily rejected.
18. The site for the work is available.
19. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), 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 tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools, and plant, etc. will be issued to him by Government and local conditions and other factors having a bearing on the execution of the work.
20. The competent authority on behalf of President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by tenderer shall be summarily rejected. The competent authority also reserves its right to allow to the Central Government public sector enterprises, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in a tender, other things being equal as per Government rules
21. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.

22. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
23. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
24. The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of the persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Central Water Commission or in the Ministry of Water Resources, RD & GR, Govt. of India. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.
25. 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 two years after his retirement from the Government service, without the previous 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 tender or engagement in the contractor's service.
26. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money.
27. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days of the award of work shall sign the contract agreement consisting of the Notice Inviting Tender, all the documents including additional conditions, specifications, and standard CPWD Form 7/8.
28. The agreement shall be drawn with the successful tenderer on the prescribed Form No. CPWD-7/8, which is available as a Government of India Publication. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
29. The time allowed for carrying out the work will be 1.5 Months from the date of issue of letter of acceptance of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

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अधिसासी अभियन्ता

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : UTTAR PRADESH

ORGANISATION : UPPER GANGA BASIN ORGANISATION

CIRCLE : HYDROLOGICAL OBSERVATION CIRCLE, VARANASI

DIVISION : MIDDLE GANGA DIVISION-I, LUCKNOW

SUB-DIVISION : UPPER SHARDA SUB DIVISION, HALDWANI
UPPER RAPTI SUB DIVISION, GONDA
LOWER RAPTI-GHAGHRA SUB DIVISION, GORAKHPUR

ITEM RATE TENDER & CONTRACT FOR WORKS

**e-- Tender for supply and fixing of M.S. Sign Boards at sites & site offices
under Middle Ganga Division-1, Central Water Commission, Lucknow**

- (i) To be submitted online through TCIL website <https://www.tcil-india-electronictender.com> on or before **10:00** hours on **21.02.2019** to the Executive Engineer, Middle Ganga Division-1, Central Water Commission, Lucknow
- (ii) To be opened online in presence of tenderer who may be present at **12:00** hours of **21.02.2019** in the office of the Executive Engineer, Middle Ganga Division-1, Central Water Commission, Lucknow

TENDER

I/We have read and examined the Notice Inviting Tender, schedule 'A', 'B', 'C', 'D', 'E' & 'F', Specifications applicable, Drawings and Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of rate and other documents and rules referred to in the conditions of the contract of and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in schedule 'F', viz. Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions 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 respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **90 days** from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of 5227.00 (Rupees Five thousand two hundred twenty seven only) is hereby submitted with the tender in the shape of TC/DD/FDR/TDR of a scheduled bank duly pledged in favor of the Executive Engineer, Middle Ganga Division-1, Central Water Commission, Lucknow as Earnest Money. If I/We fail to furnish the prescribed performance guarantee within the 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 his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in the schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the tender form.

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 to whom I/We may authorize to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Witness :

Signature of Contractor

Address :

TENDERER PROFILE

1. Name of the Tenderer/ firm:
2. Name of the person submitting the Tender:.....
3. Address of the firm :
.....
4. Tel no. with STD code : (O)..... (R)..... (Fax).....
(MOB).....
5. Registration & incorporation particulars of the firm:
i) Proprietorship
ii) Partnership
iii) Private Limited
iv) Public Limited
(Please attach copies of documents of registration)
6. Name of Proprietor/Partners/Directors.....
7. Tenderer's bank, its address and his current account number
8. PAN number
(Please attach a copy of PAN)
9. GST No.....
(Please attach a copy)

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Tenderer/Authorized signatory.....

Name of the Tenderer.....

GENERAL RULES AND DIRECTIONS

- 1) In the Item Rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.
- 2) GST, purchase tax, turnover tax or any other tax on materials in respect of this contract shall be payable by the contractor and department will reimburse the GST liability arising out of complete work as paid by the contractor
- 3) Income tax as per Government rules will be deducted from each bill to be paid to the contractor.
- 4) The contractor must quote the IT PAN and tax registration number correctly in the tender form.
- 5) After completion of works, a pre-receipted bill in triplicate must be sent to this office. The amount must be written in figures as well as in words in the bill. Payment will be made through online payment. **Interim payment can be made against running bills on written request of the contractor in stages of completion of 30%, 50% & 70% of the physical work.**
- 6) Unless otherwise provided in the Schedule of Quantities the rates tendered by the contractor shall be all inclusive and apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.
- 7) Payment of GST will be on reimbursement basis. Agency shall deposit GST and submit challan etc for reimbursement from the office.
- 8) The contractor shall make his own arrangements for obtaining electricity if required and make necessary payments directly to the department concerned.
- 9) Other agencies doing works related to this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduit for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
- 10) Some restrictions may be imposed by the security staff etc. on the working and movement of labour, materials etc., shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- 11) The building work will be carried out in the manner complying in all respects with the requirements of relevant Bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
- 12) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.

- 13)** Any cement slurry added over surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra should be payable (or) extra cement considered in consumption on this account.
- 14)** The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.
- 15)** The contractor shall bear all incidental charges for carriage, storage, and safe custody of the materials.
- 16)** For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications 'Abbreviated nomenclature of an item of DSR 2016' shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
- 17)** In the case of items for which abbreviated nomenclature is not available in the above- cited publication and also in the case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill from in the measurement book and also in the bill form for the final bill.
- 18)** Use of Proper Cover Blocks: - The main cause of corrosion of reinforcement in concrete is inadequate cover available to the reinforcement bars. To avoid displacement of bars in any direction and to ensure proper cover, suitable grade & strength cover blocks should be used.
- 19)** The contractor shall procure 53 grade Ordinary Portland Cement (OPC) or Portland Pozzalana Cement (PPC) as per BIS as required in the work, from reputed manufacturers of cement ISI certification mark for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken as 50 kg. Bags bearing manufacture's name and ISI marking.
- 20)** The cement used for the superstructure must be OPC.
- 21)** Wood/steel shuttering shall be permitted.

KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer Middle Ganga Division-I, Jaltarang Bhawan, Aliganj Lucknow 226024
2	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcil-india-electronictender.com
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer Middle Ganga Division-I, Jaltarang Bhawan, Aliganj Lucknow 226024
4	Job requirement	e-Tender for supply and fixing of M.S. Sign Boards at sites & site offices under Middle Ganga Division-1, Central Water Commission, Lucknow
5	Language(s) in which items to be printed	English
6	Validity of the Tender	90 Days
7	Issuance of the tender	Tender can be downloaded from 14.02.2019 09:00 Hrs to 21.02.2019 upto 09:00 hrs from TCIL's e- Tendering portal with URL https://www.tcil-india-electronictender.com or www.cwc.gov.in Or www.eprocure.gov.in . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from https://www.tcil-india-electronictender.com
8	Cost of tender	Cost of the tender i.e. Rs. 500/- is to be submitted in a sealed envelope before last date and time of opening of online bid. The cost of tender can be submitted by means of Demand Draft / Banker's Cheque drawn on any Nationalized Bank / Scheduled Bank payable to the Executive Engineer, MGD-I, CWC payable at Lucknow
9	Last date & Time for submission of Bids online	21/02/2019 upto 10:00 hrs
10.	Earnest Money Deposit amount payable	Rs. 5227/-
11.	Date, time and place of Public Online tender Opening Event	Online Public Opening of Bid shall commence at 12.00 hours on 21.02.2019, Interested bidder or their representative not more than 1 or 2 per bidder may be present in the office of Executive Engineer, Middle Ganga Division-I, CWC, Lucknow.

12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as a performance guarantee within 7 days from the date of receipt of the acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor and the acceptance would be treated as null and void.
13	Security Deposit	5 % of the billed amount would be deducted every month towards security deposit until the security deposit reaches an amount equal to 5% of the tendered and accepted value of the work. Earnest money would be adjusted towards security deposit of the successful tenderer.

PERFORMANCE GUARANTEE (CLAUSE- 1)

(I) The contractor shall submit on irrecoverable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 7 days of issue of work order. This period can be further extended by the Engineer-in-charge up to a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Scheduled Bank / Banker's Cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay Order of any Scheduled Bank (in case of guarantee, amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of only Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(II) In the case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to only other right or remedy available in law is at liberty to forfeit the earnest money absolutely.

(III) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

(IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to only other provisions in the contract agreement) in the event of :-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

(V) In the event of the contract being determined or rescinded provisions of any of the clause / condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called “The government”) having agreed to the terms and conditions of Agreement No. dated made between and [Hereinafter called “the said contractor(s)*”]
..... For the work (Hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees Only)
as a security / guarantee from the contractor(s) for compliance with his obligations in accordance with the terms and conditions of the said agreement.
We (Indicate the name of the Bank) (Hereinafter referred to as “the Bank”) hereby undertake to pay to the government on the amount not exceeding Rs. (Rupees only) on demand by the Government.
2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
4. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
6. We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary only of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for – bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
7. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).
8. We (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

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

Dated the Day of For
(Indicating the name of Bank).

RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government of the time of making any payment to him for work done under the contract to deduct Security deposit, which is liable to be deducted from the running bill @ 5% till total amount of security deposit and performance guarantee achieves 10% of the contract value. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

NOTE – 1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE – 2: Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

SCHEDULES

SCHEDULE 'A' : Schedule of quantities (enclosed)

SCHEDULE 'B' : Schedule of materials to be issued to the Contractor:-

Sl.No.	Description of item	Quantity	Rates including 5% storage charges	Place of issue
1	2	3	4	5
Nil				

SCHEDULE 'C' : Tools and Plants to be hired to the contractor:-

Sl.No.	Description	Hire charges per day	Place of issue
1	2	3	4
Nil			

SCHEDULE 'D' : (Extra schedule for specific requirements/document for the work, if any)
Detailed Drawings: Attached

SCHEDULE 'E' : Reference to General Conditions of Contract

Name of Work : e-Tender for supply and fixing of M.S. Sign Boards at sites & site offices
under Middle Ganga Division-1, Central Water Commission, Lucknow

Estimated cost of work : 261345.00 (Rupees Two lakh sixty one thousand three hundred forty five only)

Earnest Money : 5227.00 (Rupees Five thousand two hundred twenty seven only)
Performance Guarantee : 5% of the tendered value

Security Deposit : 5% of tendered value

SCHEDULE 'F' :

General Rules & Directions :		
Officer Inviting Tender :	:	Executive Engineer, Middle Ganga Division-1, Central Water Commission, Lucknow
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	:	As per rules
Definitions :		
(i)	Engineer-in-Charge	Executive Engineer, Middle Ganga Division-1, Central Water Commission, Lucknow

(ii)	Accepting Authority	:	Executive Engineer, Middle Ganga Division-1, Central Water Commission, Lucknow
(iii)	Standard Schedule of Rates	:	DSR-2016
(iv)	Department	:	Central Water Commission

Standard CPWD Contract Form CPWD Form-7/8 as modified and corrected up to date.

Clause 1	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	7 days
	(ii) Maximum allowable extension beyond the period provided above in days	7 days
Clause 2	Authority for fixing compensation Under Clause 2.	Superintending Engineer, Hydrological Observation Circle, Central Water Commission, Lucknow
Time allowed for execution of work.		1.5 Months
Authority to give fair and reasonable extension of time for completion of work.		Executive Engineer, Middle Ganga Division-1, Central Water Commission, Lucknow

Schedule - 'A'

NAME OF WORK: E-TENDER FOR SUPPLY AND FIXING OF M.S. SIGN BOARDS AT SITES & SITE OFFICES UNDER
MIDDLE GANGA DIVISION-1, CENTRAL WATER COMMISSION, LUCKNOW

S. No.	Details of work	Unit	Quantity	Rate (Rs)		Amount (Rs)
				In Figures	In words	
1	Earth work in excavation by mechanical means(Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil.	cum	4.995			
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size.	cum	1.332			
3	Providing and fixing M.S. angle 40x40x5 mm to act as nosing with lugs of M.S. flat 10x5 mm, 10 cm long, forked at end 60cm apart (minimum three lugs to be provided), including necessary welding and applying a priming coat of approved primer on exposed surface etc. complete.	kg	497.835			
4	Providing and fixing M.S. angle 30x30x3 mm to act as nosing with lugs of M.S. flat 10x3 mm, 10 cm long, forked at end 60cm apart (minimum three lugs to be provided), including necessary welding and applying a priming coat of approved primer on exposed surface etc. complete.	kg	750.938			
5	Providing and fixing M.S. sheet of 1.6 mm thickness.	kg	539.080			
6	Applying priming coat: With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works.	sqm.	85.855			

7	Painting on G.S. sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : New work (two or more coats) including a coat of approved steel primer but excluding a coat of mordant solution.	sqm.	85.855			
8	Painting of Site details on boards	sqm.	85.855			
Total						
GST @ 12 %						
Grand Total						

Total Amount in figure:

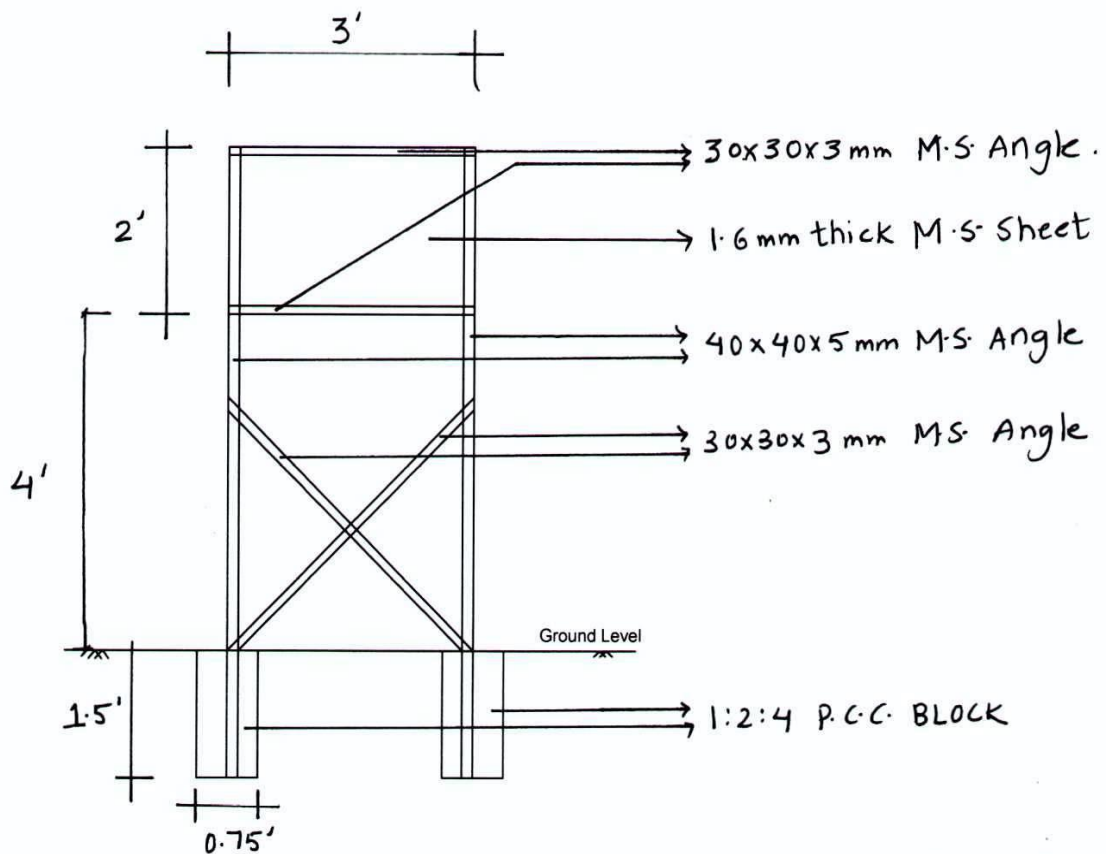
Total Amount in words:

I/We agree to execute the above works in accordance with the technical specifications and terms and conditions mentioned in this tender documents for a total contract price

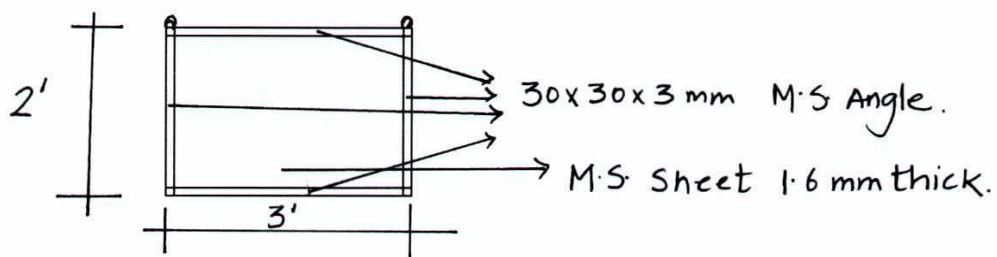
of Rs.....(Rupees.....) within the period specified in the invitation for tender.

Date:

Name & Signature of the Authorized Signatory:



VERTICAL FIXED SIGN BOARD



HANGING SIGN BOARD

A.T.
12.02.19

JE

AEE
12.02.19

EE
13/2/19

Requirement of Sign Boards at Sites & Site Offices under MGD-1, Lucknow

S. No.	Name of Site	River	River Bank	District	Latitude	Longitude	No. of Vertical Fixed Board	No. of Hanging Board
1	Kanjyoti	Dhauli Ganga	Right	Pithauragadh	30°01'33.5"N	80°34'42"E		1
2	Jauljibi	Gauri Ganga	Left	Pithauragadh	29°45'37"N	80°22'9"E		1
3	Motipur	Sharda	Left	Lakhimpur	28°20'54"N	80°55'15"E	1	1
4	Ghat	Saryu	Right	Pithauragadh	29°29'55"N	80°07'33"E	1	1
5	Pancheshwar	Sharda	Right	Champawat	29°26'17"N	80°14'44"E	1	1
6	Banbsa	Sharda	Right	Champawat	28°59'45.50"N	80°06'20"E	1	1
7	B.K. Ghat	Ghaghara	Left	Bahraich	28°16'22"N	81°05'27"E	1	1
8	Shardanagar	Sharda	Right	Lakhimpur	28°03'48"N	80°57'53"E	1	1
9	URSD, Gonda			Gonda	27°07'20.5"N	81°56'37.1"E	1	
10	Elgin Bridge	Ghaghara	Left	Barabanki	27° 5'42.96"N	81°29'10.00"E	1	1
11	Ayodhya	Ghaghara	Right	Faizabad	26°48'40.05"N	82°12'28.18"E	1	1
12	Kakardhari	Rapti	Right	Shrabasti	27°53.721"N	81°46.475"E	1	1
13	Bhinga	Rapti	Right	Shrabasti	27°41'11.5"N	81°49'29.5"E		1
14	Balrampur	Rapti	Right	Balrampur	27°26.217"N	82°13.687"E		1
15	Basti	Quano	Left	Basti	26.784533 N	82.712767 E	1	1
16	Gayeghat	Saryu	Left	Bahraich	27°59.278"N	81°26.003"E	1	1
17	Colonelganj	Saryu	Left	Gonda	27° 7'29.85"N	81°39'48.29"E		1
18	Chandradeep ghat	Quano	Right	Basti	27.135487 N	82.500619 E	1	1
19	Tarabganj (Moh. Sonauli)	Ghaghra	Left	Gonda	26°53.011"N	81°48.007"E	1	1
20	Tanda	Ghaghra	Left	Ambedkar Nagar	26°36.464"N	82°38.215"E	1	1
21	Parsa (Zalim Nagar)	Ghaghra	Right	Lakhimpur	27°59.367"N	81°12.890"E	1	1
22	Dev Maniya	Ghaghra	Right	Lakhimpur	28°09.491"N	81°05.609"E	1	1
23	Chaugurji Ghat	Mohani	Right	Lakhimpur	28.393318 N	81.007500 E	1	1
24	New Motipur	Suheli	Right	Lakhimpur	28°15.867"N	81°02.943"E	1	1
25	Muhchurwa Ghat	Burhi Rapti	Left	Siddharth Nagar	27°24.482"N	82°46.524"E	1	1
26	Utarula (Dumari Ghat)	Kwano	Left	Balrampur	27°16.381"N	82°15.504"E	1	1
27	Gharighat	Bisuhi	Left	Basti	27°00.519"N	82°29.720"E	1	1
28	Laxmanpur Barrage	Rapti	Left	Shravasti	27°47.657"N	81°47.216"E	1	1
29	Regauli	Rapti	Left	Gorakhpur	27.016466 N	83.213076 E	1	1
30	Birdghat	Rapti	Left	Gorakhpur	26.7297 N	83.35015 E	1	1
31	Trimohanighat	Rohin	Right	Maharajganj	27.117723 N	83.420001 E	1	
32	Maniram	Rohin	Left	Gorakhpur	26.852819 N	83.32635 E	1	1
33	Uska Bazar	Kunhra	Right	Siddharth Nagar	27.189015 N	83.125528 E	1	
34	Hetimpur	Choti Gandak	Right	Deoria	26.735684 N	83.833114 E	1	1
35	Salempur	Choti Gandak	Right	Deoria	26.292049 N	83.936285 E		1
36	Turtipar	Ghaghara	Right	Baliya	26°08'27"N	83°52'29"E	1	1
37	Bansi	Rapti	Left	Siddharth Nagar	27.189113 N	82.940162 E	1	1
38	Kakrahi	Budhi Rapti	Right	Siddharth Nagar	27.236813 N	82.995869 E	1	1

39	Mukhlispur	Quano	Left	Sant Kabirnagar	26.603075 N	83.028996 E	1	1
40	Biskohar	Burhi Rapti	Right	Siddharth Nagar	27.3953 N	82.56244 E	1	1
41	Fazil Nagar (Musahar Tola)	Ghaghi	Left	Deoria	26.695585 N	83.979535 E	1	1
42	Nichlaul (Thoothibari)	Chandan	Right	Maharajganj	27.415318 N	83.692739 E	1	1
43	Birpur (Gola Bazaar)	Ghaghara	Left	Deoria	26.335726 N	83.357215 E	1	1
Total							37	40

INTEGRITY PACT

To,
.....,
.....,
.....

Sub: NIT No. for the work

Dear Sir,

It is here by declared that Central Water commission 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 Central Water commission.

Yours faithfully

Executive Engineer

INTEGRITY PACT

To,
Executive Engineer,
Middle Ganga Division-1
Central Water commission,
Lucknow

Sub: Submission of Tender

Dear Sir,

I/We acknowledge that Central Water commission 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, Central Water commission 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 / authorized to sign
the relevant contract on behalf of Central Water commission.**

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Executive Engineer,
Middle Ganga Division-1,

Central Water commission, Lucknow, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

through (Hereinafter referred
(Details of duly authorized signatory)

to as the "**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)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

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 IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

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

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 secure 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-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user-friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS). Benefits to tenderers are outlined on the Home page of the portal

Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs), Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

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

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior people who will be the main person coordinating 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 the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' 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 the 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): +91-11-26241790 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

Buyer Organization Name Contact	
Central Water Commission Contact Person	Middle Ganga Division-I, Central Water Commission, Junior Engineer
Telephone/Mobile	Telephone/Mobile : 0522-2322181, Mob No. 7979744143, [between 10:00 hrs to 17:00 hrs on working days]
E-mail Id	E-mail Id : eemgd1-cwc@gov.in

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 Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If the 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).

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 on 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-electrontender.com>, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' 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 the 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 an 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)