



भारत सरकार/ Government of India  
केन्द्रीय जल आयोग/Central Water Commission  
निचली गंगा मंडल-2/ Lower Ganga Division-2  
148-आनंदपुरी, पटना/148-Anandpuri, Patna-800001  
दूरभाष/ फैक्स/ Tele-Fax: 0612-2558249



ईमेल:  
[mgd5cwcpatna@gmail.com](mailto:mgd5cwcpatna@gmail.com)

No.: LGD-2/Telemetry-Proc/2016/468-74

Dated: 8/12/16

**Sub: Summary Record of pre-bid conference held on 06/12/2016 in the office of Chief Engineer, LGBO, CWC, Patna and clarification/ replies to the written queries from the prospective bidders regarding e-Tender for "Supply, Installation, Testing, Commissioning & Maintenance of real-time data acquisition network at 87 Nos. Water Level & Meteorological stations (WL & MS) & 18 Nos. Meteorological stations (MS) " under Lower Ganga Basin Organisation, CWC, Patna**

Summary record of pre-bid conference held in the office of Chief Engineer, LGBO, CWC, Patna on 06.12.2016 and clarification /replies to the written queries from the prospective bidders in respect to the e-Tender for "Supply, Installation, Testing, Commissioning & Maintenance of real-time data acquisition network at 87 Nos. Water Level & Meteorological stations (WL & MS) & 18 Nos. Meteorological stations (MS) " under Lower Ganga Basin Organisation of CWC, Patna is attached herewith for information & needful action.

Encl: As above

*(Signature)*  
(N. N. Shankar)

Executive Engineer

अधिशामी अभियंता/Executive Engineer  
निचली गंगा मंडल-2/Lower Ganga Division-2  
केन्द्रीय जल आयोग/Central Water Commission  
पटना/Patna

Copy to:-

1. The Chief Engineer, LGB Organisation, CWC, Patna.
2. The Director, (Mon), Monitoring Directorate, CWC, Patna.
3. The Superintending Engineer, HO Circle, CWC, Maithan Dam.
4. The Executive Engineer, Lower Ganga Division-1, CWC, Patna/ Damodar Division, CWC, Asansol.
5. M/s. MECHATRONICS SYSTEMS Pvt. Ltd. PUNE:
6. M/s Sutron Hydromet Systems Pvt. Ltd., New Delhi -110020.
7. M/s. ASTRA MICROWAVE PRODUCTS LIMITED, HYDERABAD:

**Summary record of Pre-bid conference held on 06/12/2016 in the O/o the CE, LGBO, CWC, Patna for “Supply, Installation, Testing, Commissioning & Maintenance of Real–Time Data Acquisition Network at 87Nos. Water Level & Meteorological stations (WL & MS) & 18Nos. Meteorological stations (MS) under L.G.B. Organisation, CWC, Patna in the States of Bihar, Jharkhand and West Bengal”.**

A Pre-bid conference to discuss the issues raised by the three agencies and providing clarifications to their queries regarding the tender for the work of “Supply, Installation, Testing, Commissioning & Maintenance of Real–Time Data Acquisition Network at **87 Nos.** Water Level & Meteorological stations (WL & MS) & **18 Nos.** Meteorological stations (MS) under L. G. B. Organisation of CWC, Patna in the States of Bihar, Jharkhand and West Bengal was held on 06/12/2016 in the O/o the CE, LGBO, CWC, Patna w.r.t. tender notice **LGD-2/PAT/TELEMETRY-PROC/2016/438 dated: 18/11/2016.**

The list of the participants attended the conference are as under:

<b><u>Sl.</u></b>	<b><u>Name of Officer</u></b>	<b><u>Designation</u></b>	<b><u>Organisation:</u></b>
1.	Shri S. K. Sahu	Chief Engineer	LGBO, CWC, Patna.
2.	Shri Amitabh Prabhakar	S.E. (C)	LGBO, CWC, Patna.
3.	Shri Mukesh Kumar Singh	Director (Mon.)	Mon. Dte, CWC, Patna.
4.	Shri Sudipto Sarkar	Deputy Director	Mon. Dte, CWC, Patna.
5.	Sri A. K. Mishra	Ex Engineer	LG Division-1, CWC, Patna.
6.	Shri N. N. Shankar	Ex. Engineer	LG Division-2, CWC, Patna.
7.	Shri Rajesh Kumar	Asstt. Director	LGBO, CWC, Patna.
8.	Shri Shailesh Kumar	Asstt. Director	LGBO, CWC, Patna.
9.	Shri S K Ojha	Asstt. Engineer, (Com)	LG Division-2, CWC, Patna.
10.	Shri Rajesh Kumar	Representative of M/s. ASTRA MICROWAVE PRODUUCTS LIMITED, Hyderabad.	

The reply to the queries are attached as Annexure- A.

The revised list of the sites is attached as Annexure-B.

The pre-bid Meeting ended with vote of thanks by the Chief Engineer, LGBO, CWC, Patna.

**ANNEXURE-A**

**Summary record of pre-bid meeting held on 06/12/2016 for “Supply, Installation, Testing, Commissioning & Maintenance of Real-Time Data Acquisition Network at 87 Nos. Water Level & Meteorological stations (WL & MS) & 18 Nos. Meteorological stations (MS) under Lower Ganga Basin Organisation of CWC, Patna in the States of Bihar, Jharkhand and West Bengal”.**

**1. M/s. MECHATRONICS SYSTEMS Pvt. Ltd. PUNE:**

<b>Tender page</b>	<b>Tender clause no.</b>	<b>Regarding</b>	<b>Query</b>	<b>Reply</b>
Pg no. 5 of 83	13.	EMD	As EMD in form of BG also has equal liability on par with DD/FDR, kindly allow 100% EMD by BG, irrespective of value & not limited to 50%	Not Accepted. Provision made in the tender document will continue to remain the same.
Pg no. 28 of 83	Clause no. 16.3	<b>Ten (10) %</b> of contract price excluding AMC charges mobilization advance against bank guarantee, which shall be released <b>after</b> successful completion of 2 years of Warranty and 5 years of AMC.	We wish to submit 10% PBG to avoid S.D. deduction. 10% mobilization advance to be released against submission of PBG. PBG to release after UAT & 2 years warranty period. We can submit separate 10% PBG of the 5 yrs O&M cost.	Not Accepted. Provision made in the tender document will continue to remain the same.
Pg no. 28 of 83	Clause no. 16.4	<b>Fifty Five (55) %</b> of the Contract price excluding AMC charges shall be paid after the issue of completion certificate,	We request you to release 55% on pro rata basis on site readiness & completion, to avoid any delay due to any site not being ready.	The payment of 55% of contract price excluding AMC charges can be made on PRORATA basis on successful commissioning of sites.
Pg no. 28 of 83	Clause no. 16.5	<b>Balance Thirty Five (35) %</b> of the Contract price excluding AMC charges shall be paid @ 5% every year AFTER each year of successful running of contract including 2 years of warranty and 5 years of AMC.	Balance 35% of Contract price to be released @ 17.5% after each warranty year. Separate 10% PBG covering AMC costs shall be issued before commencing of AMC period.	Not Accepted. Provision made in the tender document will continue to remain the same.
Pg no. 28 of 83	Clause no. 16.7.1	Security Deposit shall be deducted as per Clause 1 and Clause 1(A) of Standard/General Contract Conditions under CPWD Forms 7/8.	As an alternative, we suggest to submit 10% PBG & not debit S.D. cost from payments.	Not Accepted. Provision made in the tender document will continue to remain the same.

Pg 34 of 83	Clause 1. m of Annexure 1	Dismantling and re-installation of any Telemetry equipment of any site for whatsoever reason will be done free of cost by the Contractor as per the direction of Engineer-in-charge.	As the same incurs huge costs, request you to consider cumulative nos. of sites for total dismantling & re-installing, to cover all reasons. Any count beyond the same, to be paid @Rs. 15000/- per site.	Not Accepted. Provision made in the tender document will continue to remain the same.
Pg no. 68 of 83	Clause no. 6.2	One battery pack shall be provided for each DCU. The batteries pack provided shall have adequate capacity to sustain the maximum sized DCU configuration of sensors and telemetry equipment for a <b>period of 60 days of continuous operation</b> at the frequency of one observation per hour per sensor and one transmission per hour on a 24-hourly basis. This capacity shall be available at the end of second year of continuous operation.	As battery capacity of 60 days continuous operation shall increase the battery size to a very large one, which would incur unnecessary space & cost. Kindly consider the same for 30 days, as it would be more than appropriate.	Not Accepted. Provision made in the tender document will continue to remain the same.
Pg 80 of 83	Clause no. 17	Training & Documentation	As the total training is to be conducted at designated locations, we consider all the required manpower to assemble at the respective CWC hub locations for the training. We need to consider accordingly.	Not Accepted. Provision made in the tender document will continue to remain the same.
Pg 49 of 83	Technical Specification Point.1 General	The Technical Specification covers the Contract for the installation of telemetry system in different sites in Rajasthan, Madhya Pradesh, Haryana & Himachal Pradesh as specified including Earth Receiving Station, which shall be able to receive data from INSAT KALPANA (INSAT 3A) data relay transponder as well as DRT of future SAT system instrumentation & associated data collection units (DCUs). Further, the transmission should also be in GSM mode allowing receiving of data from remote DCU to the specified mobile numbers.,	As all DCU units are communicating through INSAT transmitter to Earth Receiving Station provision of GSM Modem at each DCU to transmit the data to specified mobile numbers. Instead we provide related data from ERS or regional stations where all the data is available which collected from all the remote stations can be transmitted to specified mobile numbers over GSM networks. Will it be acceptable? Please clarify. As regards to the recurring charges for GSM SIMS and INSAT license fees, please clarify, Who will bear these charges? Is there any waiver for INSAT license fees as the system is for the bonafied use of the government?	SIM card will be supplied by CWC. The recurring charges will also be borne by CWC.  WPC license Payment is not to be borne by the vendor.

Pg 51 of 83	Technical specification clause no. 2.1 classification of remote stations.	Each station shall be fully automatic and shall only require routine maintenance and inspection regarding of the parameters (Water Level, Rainfall Snow & Other meteorological parameters) shall be automatically transmitted to the CWC existing earth receiving station at Delhi at intervals.	As the proposed DCU stations have only water levels & rainfall measurements, snow and other meteorological parameters will not be available. Please clarify.	At present only Water Level & Rainfall are proposed to be measured. However, scope for measurement of other meteorological parameters shall exist. Measurement of snow is not proposed.
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2. M/s Sutron Hydromet Systems Pvt. Ltd., New Delhi -110020.

Tender Page No.	Tender Clause No.	Regarding	Query	Reply
3	Notice Inviting Tender	Qualification	Qualification criteria do not seems to provide recognize for the system that is running for more than 7 years. We therefore request you to kindly increase the number of year of experience to 15 years so that CWC can get proposals from field proven service provider so that the system life can be prolong for more than the 7 years that is being envisage.	Not Accepted. Provision made in the tender document will continue to remain the same.
27	14.11.4	Mandatory Visit	We understand that the visit mentioned here is for Water Level Stations only. The visit to WL station every month is not required as during non monsoon most of the water level station does not have water level upto the bubbler termination. Also telemetry data can be compared with manual data at the modeling center and if there is a mismatch beyond excepted accuracy, our engineer will visit that particular station. Kindly clarify.	Not Accepted. Provision made in the tender document will continue to remain the same.
27	14.11.5	Dismantling and Reinstallation	Visit of engineer for dismantling and reinstallation is a cost so we request that the free dismantling and reinstallation service should be restricted to once per site for the duration of the project for 7 years. Kindly clarify.	Not Accepted. Provision made in the tender document will continue to remain the same.
37	Table 1	Concrete Towers	Here it is mentioned that Concrete towers are to be constructed . However Concrete towers may not be required at Dam/Reservoir sites. Kindly clarify whether concrete towers are required at Dam/Reservoir sites also. If not then kindly confirm how many sites are to be installed at Dam/Reservoir.	If due to some reasons construction of towers are not required at dam/ reservoir site, installation can be done by other recommended method. Payment will be made accordingly.
38	Table	Training	Here it is mentioned that training for every 2 sites will be provided 3 times in 7 years. This requirement is not as per standard and not feasible. Normal practice is to have training at 1-2 locations every year. Kindly clarify.	Not Accepted. Training needs to be provided as per plan indicated in the tender document.
45	Table B	Details of Spares and consumables	The spares mentioned in Sl. No.2 refers to the Earth Receiving Station which is not a part of supply, hence it may please be removed. Kindly confirm.	Not Accepted. Provision made in the tender document will continue to remain the same.
49	1	General, Para 2	We understand that CWC already has a ERS and modeling center in CWC Patna, CWC Asansol and FEM Directorate, New Delhi with respective VSAT connectivity so the hardware/software for data reception and data transfer between ERS and all the modeling center is not under the scope of this tender. Kindly clarify.	The Installed system should be compatible with the existing modelling center hardware/ software and it should transmit data seamlessly to the modelling center/ ERS.

55	4.3	Bubbler Specification	The range mention is 15 PST or 30 PSI. Kindly clarify how many Bubbler should be of 15 PSI and how many should be of 30 PSI as we can reduce the cost by proposing appropriate range bubbler.	All range shall be of 30 PSI.
55	4.3	Bubbler Specification	The Purge should be automatic as blockage may happen anytime and the bubbler system should be able to detect the blockage automatically and does not have to rely on human intervention for purging the bubbler line. Kindly confirm.	Not Accepted. Provision made in the tender document will continue to remain the same.
55	43	Bubbler Tube	For all the bidders to be on par, kindly provide the bubbler tube length required at each station.	The length of bubbler tube per site may vary but will be generally limited to 200 mtrs.
57	5.1.2	Alarm	Instantaneous Alarm reporting needs random transmission mode of burst, which is normally not followed as all remote station uses Self Time transmission mode. RANDOM transmission needs ISRO/ IMD permission. Alternatively, the alarm can be generated by data decoding software at ERS on the basis of threshold/ limit/ data value. This will remove the requirement of RANDOM transmission. Kindly confirm whether Alarm reporting to ERS is required.	Yes, required.
58	5.2.1	GSM/ GPRS Modem	Kindly clarify who is responsible for issuing the SIM Card and its recurring charges.	SIM card will be supplied by CWC. The recurring charges will also be borne by CWC.
58	5.2.1.	GSM/GPRS Modem	For receiving GPRS Data, a PUBLIC STATIC IP BROADBAND INTERNET connection is required. Kindly clarify is responsible for providing the internet connection and its recurring charges.	Internet facility will be provided & recurring charges will be borne by CWC.
58	5.2.1	GSM/ GPRS Modem	CWC has asked for dual telemetry of Satellite and cellular. Is the available software with CWC capable of receiving the GPRS data also. If not does bidder needs to quote for separate software for receiving GPRS data. How the satellite data and GPRS data are to be integrated. Who is responsible for the integration of these two sets of data.  Kindly clarify.	The equipment shall be capable of utilizing GPRS network for 2way TCP/ IP(Internet) connection. The bidder need not quote for software for receiving GPRS data at ERS/ modelling center.
61	5.2.3	Display	CWC has asked for display in built in data logger and also asked for option for external display. We understand that external display is not in the scope of this tender.	A port for external display is required in the data logger as envisaged in the tender document.
68	6.2	Backup Days	Here the backup days mentioned is 60 days which is too long for DC power system as battery for this backup will be big dimension. Normally a backup days of 30 days is considered for remote stations. Kindly clarify.	Not Accepted. Provision made in the tender document will continue to remain the same.

68	6.2	AC charging option	Since all Telemetry stations are located remotely and using battery for operation, do we need to provide option for AC charging. Kindly clarify.	Yes. AC charging option shall be there. Provision made in the tender document will continue to remain the same.
68	6.2	Battery Pack Alarm	Audio and visual alarm are usually for Battery banks and not for single battery. Moreover since battery value will be transmitted along with Hydro-Meteorological data, the battery status can always be monitored and necessary action be taken when required. Kindly clarify.	Provision made in the tender document will continue to remain the same.
69-70	8.1	Data downloading machine specifications:	Please note that specifications mentioned are for laptop, whereas in the note it is mentioned that Data downloading machines (desktops) shall be of branded make (Preferably Dell of H.P.) Please clarify whether we have to quote Laptop or Desktop.	LAPTOP as mentioned in tender document.
70	9.2(b)	Fencing	We understand that fencing is not required for concrete towers/Dam/Reservoir stations. Kindly confirm.	Confirmed.
		Payment	Payment should not be on hold for any delay in installation and commission due to the non clearance of site from CWC. And site should be accepted on Pro rata basis. Kindly confirm.	The payment of 55% of contract price excluding AMC charges can be made on PRORATA basis on successful commissioning of sites.
		Site damage /Site shifting	Any site damaged by vandalism or theft of site as well as site shifting of stations shall not be in the scope of tender.  Kindly clarify.	Provision made in the tender document will continue to remain the same. However, damage due to vandalism will be covered under <b>Force Majeure</b> clause.



**3. M/s. ASTRA MICROWAVE PRODUUCTS LIMITED, HYDERABAD:**

	Who will be responsible for WPC License Fee.	WPC license Payment is not to be borne by the vendor.
	Please provide us the maximum length of orifice tube which will be integrated with bubbler type water level sensors.	The length of bubbler tube per site may vary but will be generally limited to 200 mtrs.
	Total nos. of station water level and meteorological breakup? a. Total Bubbler Level & Rain Fall Station How many? b. Total Radar water level & Rainfall stations How many?	All sensors are of bubbler type.
	Total How many stations are required fencing	Not applicable.
	GSM Based transmission systems in real time basis. Required additional server/PC for all modeling centers. CWC will provide/ PC for all modeling centers.	Additional server/PC , if required shall be provided by CWC.
	GSM Based Transmission systems in real time basis to the central server/ PC required static IP CWC provide static IP for all modeling centers.	If required, these shall be provided by CWC.
	GSM/ GPRS monthly recurring charges. Who will pay.	Recurring charges will be borne by CWC.

**Additional clarifications for the bidders:**

**The Integrity Pact and Integrity Agreement (Copy enclosed) shall be the part of the Tender Document/ Contract Agreement.**

**ANNEXURE -B****Details of Remote Stations to be installed under Lower Ganga Basin****Organisation, CWC, Patna.**

Sl.	Name of sites	River	Type	Sl.	Name of sites	River	Type
1	Kanti	Burhi Gandak	WL+MS	30	Rewaghat	Gandak	WL+MS
2	D.P.Ghat	Kansavati/ Tarapani	WL+MS	31	Hazipur	Gandak	WL+MS
3	Daltonganj	North Koel	WL+MS	32	Dighaghat (Patna)	Ganga	WL+MS
4	Birpur	Kosi	WL+MS	33	Darauli	Ghaghra	WL+MS
5	Chanpatia	Gandak	WL+MS	34	Gangpur Siswan	Ghaghra	WL+MS
6	Chargharia	West Kankai	WL+MS	35	Chhapra	Ghaghra	WL+MS
7	Galgalia	Mechi	WL+MS	36	Basua	Kosi	WL+MS
8	Jainagar	KamlaBalan	WL+MS	37	Baltara	Kosi	WL+MS
9	Japla	Sone	WL+MS	38	Kursela	Kosi	WL+MS
10	Kharidwar	Kansavati/ Kasai	WL+MS	39	Jhawa	Mahananda	WL+MS
11	Khusiary	Mayurakshi	WL+MS	40	Dhengraghat	Mahananda	WL+MS
12	Kinjer	Punpun	WL+MS	41	Sripalpur	Punpun	WL+MS
13	Kushkarni	Mayurakshi	WL+MS	42	Indrapuri	Sone	WL+MS
14	Lalganj	Gandak	WL+MS	43	Koelwar	Sone	WL+MS
15	Lalgarh	Kansavati/ Mayurakshi	WL+MS	44	Maner	Sone	WL+MS
16	Palmerganj	Punpun	WL+MS	45	Sahibganj	Ganga	WL+MS
17	Phulberia	Kangsabati	WL+MS	46	Khadda	Gandak	WL+MS
18	Sikatia	Ajoy	WL+MS	47	Gheropara	Ajoy	WL+MS
19	Simulia	Kansavati	WL+MS	48	Farakka	Ganga	WL+MS
20	Taibpur	Mahananda	WL+MS	49	Mohanpur	Kangsabti	WL+MS
21	Triveni	Gandak	WL+MS	50	Narayanpur	Mayurakshi	WL+MS
22	Tusuma	Kangsabati	WL+MS	51	Jhanjharpur	KamlaBalan	WL+MS
23	Jamtara	Ajoy	WL+MS	52	Kangsabati Dam	Kangsabti	WL+MS
24	LalbeghiaGhat	Burhigandak	WL+MS	53	Saharghat	Adhwara Group	WL+MS
25	Sikandarpur	Burhigandak	WL+MS	54	Bisunpur	Bagmati	WL+MS
26	Samastipur	Burhigandak	WL+MS	55	Sakra	Burhigandak	WL+MS
27	Rosera	Burhigandak	WL+MS	56	Gaya	Phalgu	WL+MS
28	Khagaria	Burhigandak	WL+MS	57	Kadirganj	Sakri	WL+MS
29	Chatia	Gandak	WL+MS	58	Mahua	Baya	WL+MS

59	Azmabad	Ganga	WL+MS	83	Jamunia Reservoir Scheme		WL+MS
60	Lakhisarai	Kiul	WL+MS	84	Diggall Paharai Reservoir Scheme		WL+MS
61	Mankattha	Harohar	WL+MS	85	Kairani Reservoir Scheme		WL+MS
62	Mohammadganj	North Koel	WL+MS	86	Nanujharia		WL+MS
63	Araria	Parman	WL+MS	87	Pandeybara		WL+MS
64	Ahirwalia	Burhi Gandak	WL+MS	88	Hazaribagh		MS
65	Pakhridayal	Burhi Gandak	WL+MS	89	Chouparan		MS
66	Dumariaghat	Gandak	WL+MS	90	Barhi		MS
67	Thakaraha	Gandak	WL+MS	91	Koderma		MS
68	Bargenia	Lalbegia	WL+MS	92	Itkhor		MS
69	Belsand	Bagmati	WL+MS	93	Padma		MS
70	Nirmali	Kosi	WL+MS	94*	Rampurhat	Ajoy Basin	MS
71	Bathnaha	Parman	WL+MS	95	Balumath		MS
72	Bachwara	Baya	WL+MS	96	Patratu		MS
73	Sikti	Vakra	WL+MS	97	Bagodar		MS
74	Sugauli	Burhi Gandak	WL+MS	98	Chandankeari		MS
75	Bagaha	Gandak	WL+MS	99	Deoghar		MS
76	Nawadah	Khudi	WL+MS	100	Sikaripara		MS
77	Banka	Chanan	WL+MS	101	Patabari		MS
78	Hisua	Dhanarjay	WL+MS	102	Basukinath		MS
79	Gonda Reservoir Scheme		WL+MS	103	Dubrajpur		MS
80	Ghaghra Reservoir Scheme		WL+MS	104	Dhanbad		MS
81	Bara Nadi Reservoir Scheme		WL+MS	105	Rajrappa		MS
82	Anjwana Reservoir Scheme		WL+MS				

**Note:** Rampurhat\*: Earlier, Chatara was proposed at **SI 94** in the Tender document page-41 which has now been changed to Rampurhat.

# INTEGRITY PACT

To,

.....

.....

.....

Sub: NIT No.....for the work.....

Dear Sir,

It is hereby declared that CWC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully,

Executive Engineer  
Lower Ganga Division-2  
Central Water Commission  
Patna 800001

# INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of CWC.)

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

## BETWEEN

The President of India represented through Executive Engineer, Lower Ganga Division-2, Central Water Commission, Patna “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 of context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No.....) (herein after referred to as “Tender/Bidder”) and intends to award, under laid down organizational procedure contract for .....(Name of work)

Herein after referred to as the “Contract”.

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

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

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

### Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- I. 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.
- II. 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.
- III. The Principal/ Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- IV. 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 Office 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) commit 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. 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.

b) 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.

c) 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.

d) 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 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) 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 an 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 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( ) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub contractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract 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 Headquarters 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. 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.
3. 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.
4. 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 THE WITNESS WHERE OF 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:**