

COST OF TENDER DOCUMENT: ₹ 500/-



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER GANGA BASIN ORGANISATION, CWC, PATNA.**

**TENDER DOCUMENT
FOR
HIRING OF SUPERVISORY STAFF & RESEARCH ASSISTANT FOR
HYDROLOGICAL OBSERVATION**



NIT No.: LGD-2/PAT/HQ-75/Outsourcing//2018/479, Dated: 14/02/2018

**Lower Ganga Division-2,
Central water commission,
148-Anandpuri, West Boring Canal Road,
Patna-800001**



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER GANGA DIVISION-2,
148-ANANDPURI, WEST BORING CANAL ROAD,
PATNA-800001.**



Tender for hiring of Supervisory Staff & Research Assistant for hydrological observations at various sites under Lower Ganga Division-2, CWC, Patna.

Tender No.: LGD-2/PAT/HQ-75/Outsourcing//2018/479, Date:14/02/2018

Officer inviting tender	Executive Engineer, Lower Ganga Division-2, C. W.C., 148-Anandpuri, West Boring Canal Road, Patna-800001. E-mail ID: mgd5cwcpatna@gmail.com TEL No. : 0612-2558249
Date and time of issue of bid document online	17.02.2018 (15:00 Hrs)
Tender form available online from	17.02.2018 (15:00 Hrs)
Last date and time for downloading bidding document	24.03.2018 (10:00 Hrs)
Last date and time for receipt of bids online	24.03.2018 (12:00 Hrs)
Date and time of pre bid meeting	16.03.2018 (15.00 Hrs).
Venue of Pre-bid Meeting	O/o the Chief Engineer, LGB Organisation, CWC, 177-B, Sri Krishnapuri, Patna. Ph -0612-2541065
Date and time of opening of bids	26.03.2018 (11.00 Hrs.)
Place of opening of bids	Lower Ganga Division-2, C. W.C., 148-Anandpuri, West Boring Canal Road, Anandpuri, Patna-800001
Price of tender document:	₹ : 500/-

INDEX

C O N T E N T S

NOTICE INVITING e-TENDER		4
Chapter 1.	Instructions to Bidders	6
Chapter 2.	Conditions of Contract	18
Chapter 3.	Schedule of requirements (Supervisor)	27
Chapter 4.	Schedule of requirements (Research Assistant)	28
Chapter 5.	Specifications and allied Technical Details	29
Chapter 6.	Price Schedule	30
Chapter 7.	Contract Form	35
Chapter 8.	Other Standard Forms	37
Chapter 8.	Integrity Pact	41



भारत सरकार/ Government of India
केन्द्रीय जल आयोग/ Central Water Commission
निचली गंगा मंडल-2/ Lower Ganga Division-2,
148- आनंदपुरी, /148 Anandpuri,
पश्चिम बोरिंग कैनाल रोड/ West Boring Canal Road,
पटना / Patna-800001
ई-मेल /E-mail: mgd5cwcpatna@gmail.com



टेली-फैक्स/ Tele-Fax:
0612-2558249

Tender No.: LGD-2/PAT/HQ-75/Outsourcing//2018/479, Dated:14/02/2018

NOTICE INVITING E-TENDER

The Executive Engineer, Lower Ganga Division-2, 148, Anandpuri, Patna-800001 invites online e-Tenders on behalf of the President of India, comprising of Technical and Financial bids from an experienced and eligible Agencies for the work **“Hiring of Supervisory Staff & Research Assistant for Hydrological Observations on various Rivers in the state of Bihar & Jharkhand under the jurisdiction of the Executive Engineer, Lower Ganga Division-2, CWC, Patna”**.

Earnest Money Deposit (in Rs.)	Cost of Tender Document (In Rs)	Performance Guaranty	Period for the work
₹ : 2,40,172/-	₹ : 500/-	5% of tendered value	26 Months.

1. Schedule of e- Tender :-

Date and time of issue of bid document online	17.02.2018 (15:00 Hrs)
Online tender form available from	17.02.2018 (15:00 Hrs)
Last date and time for downloading on-line bidding documents.	24.03.2018 (10:00 Hrs)
Last date and time for receipt of bids online	24.03.2018 (12:00 Hrs)
Date and time of pre bid meeting	16.03.2018 (15.00 Hrs).
Date and time of opening of technical bids	26.03.2018 (11.00 Hrs.)
Place of opening of technical bids	O/o the Executive Engineer, Lower Ganga Division-2, 148, Anandpuri, Patna-800001.
Price of tender document:	Rs. 500/-

2. Tender can be downloaded from website www.tcil-electronictender.com, www.eprocure.gov.in and www.cwc.nic.in from 17.02.2018 (15:00Hrs) to 24.03.2018 (10:00 Hrs). However, their tenders shall only be accepted on receipt of the following payments.

- Rs. 500/- in cash as cost of tender document or through A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the **Executive Engineer, Lower Ganga Division-2, CWC, Patna payable at Patna.**

- ii. **₹:2,40,172/- (Two Lakh Forty Thousand One Hundred & Seventy Two) only-** as Earnest Money Deposit (EMD) of tender through account payee demand draft (refundable) drawn on any schedule bank in favour of the “**Executive Engineer, Lower Ganga Division-2, CWC**” payable at Patna.
- iii. The cost of tender and Earnest Money Deposit (EMD) has to be submitted after last date and time of submission of tender and before due date and time of opening of tender {i.e. in between 24.03.2018 (10:00 Hrs.) to 26.03.2018 (11:00 Hrs.)}.
3. The tender forms complete in all respects should be submitted online only by 12.00 hrs on 24/03/2018. Offline submission of tender is not permitted.
4. The pre-bid meeting for the tender will be held on **16/03/2018** at 15.00 hrs. at the O/o the **Chief Engineer, LGB Organisation, CWC, 177-B, Sri Krishnapuri, Patna (Ph-0612-2541065)**.
5. The online Technical bid of the tenders will be opened on **26/03/2018** at 11.00.hrs in presence of the tenderers/ their authorized representatives, who wish to appear in the online opening of tender in this office (On their own cost). The time of opening of financial bids will be intimated later.
6. The NIT and tender can be downloaded 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>.
7. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL www.tcil-electronictender.com.
8. The Invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below: -

NOTICE INVITING e-TENDER

Chapter 1.	Instructions to Bidders
Chapter 2.	Conditions of Contract
Chapter 3.	Schedule of requirements (Supervisory Staff)
Chapter 4.	Schedule of requirements (Research Assistant)
Chapter 5.	Specifications and allied Technical Details
Chapter 6.	Price Schedule
Chapter 7.	Contract Form
Chapter 8.	Other Standard Forms
Chapter 9	Integrity Pact

(Narendra Nath Shankar)
Executive Engineer
Lower Ganga Division-2,
148, Anandpuri,
Patna-800001

Chapter 1. Instructions to Bidders

1. General

Before submitting the tender it is presumed that the tenderer has understood the exact requirement of the Purchaser and visited hydrological observation sites on rivers run by Central Water Commission to understand the facilities and accessibility. In case of any discrepancy or ambiguity observed by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. Tenderer is free to ask any clarification in the Pre-bid meeting to be held on 16.03.2018 (15:00Hrs.) at the O/o the Chief Engineer, LGB Organisation, CWC, Patna. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage after the opening of Tenders.

The general instructions are as given below:-

- (i) No tenderer will be allowed to amend or withdraw any terms & conditions/ parts or whole/ quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- (ii) The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- (iii) Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- (iv) The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- (v) Each tenderer is entitled to submit only one online bid under his digital signature certificate. The tender document is non transferable.
- (vi) At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- (vii) The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- (viii) The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- (ix) It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender. Tenderer should visit the different sites before submission of bid.
- (x) No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
- (xi) The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- (xii) The words 'Tenderer' and 'Agency' has been used interchangeably.

- (xiii) **Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>.** Tenderer/Agency are advised to follow the instructions provided in the 'Instructions to the Agency/ 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 **(for viewing only).**
- (xiv) Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and www.cwc.nic.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 tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- (xv) 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> **at least 1 day prior to closing date of submission of tender** for any corrigendum / amendment.
- (xvi) For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
 - a. the tender form and Financial bid submitted by the tenderer online;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences both online and offline; and
 - e. Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

- (i) The following documents are to be furnished online in the technical bid part by the Agency along with bid as per the tender document:
- (ii) Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN and Tender Acceptance Letter (Form 3 chapter 7).
- (iii) Signed and scanned copy of previous three Financial Years (2014-15, 2015-16, 2016-17) Income-tax filed copy/VAT/GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registered certificate.
- (iv) Signed and scanned copy of audited Balance sheet of last three years.
- (v) Any other document in support of the Bid.
- (vi) Before opening of tender, the Agency/Tenderer are required to furnish following at the office of EE, Lower Ganga Division-2, CWC, Patna
 - a. Cost of the tender amounting to Rs. 500/-
 - b. EMD of ₹: 2,40,172/- **(Two Lakh Forty Thousand One Hundred & Seventy Two) only.**
 - c. Pass-phrase for opening of Technical and Financial Bids. Passphrase shall be supplied in one big sealed envelope containing two small sealed envelopes having pass-phrase for technical & financial bids. Each envelope shall clearly marked "pass-phrase for technical bid" and "pass-phrase for financial bid". Bigger envelope shall be marked as "pass-phrases for tender of Tender for Hiring of **Supervisory Staff & Research Assistant on outsourcing basis**"

3. Qualification/Eligibility Criteria for the Tenderers :

- i). The Agency should be registered in India with permanent office in India.
- ii). The Agency shall have permission to operate and work in Bihar & Jharkhand by relevant government agencies.
- iii). The bidder should have GST No./PAN/Aadhar No.
- iv). Joint Ventures (JV) shall submit its full details;
- v). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished;
- vi). The Agency shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Agency or any partner of a joint venture may result in failure of the contract.
- vii). Contractors whose near relatives are Divisional Accountant or Engineering Officers between the grades of Chief Engineer and Junior Engineer (both inclusive) in the Central Water Commission (CWC) will not be allowed to tender for works in the respective Regional office responsible for award and execution of contract is the one where the near relative is working. For this purpose a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s).
- viii). No Engineer or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CWC either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the Contract shall be cancelled.
- ix). Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least Rs. 5542435/-.
- x). Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the Bid Data Sheet (BDS).

4. Qualification Documents to be submitted:

- i). Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licences /registrations:
 - a) GST No.;
 - b) PAN number;
- ii). Total monetary value of services performed for each of the last three years;
- iii). Copies of work orders and experience in related work for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- iv). Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources);
- v). Audited financial statements for the last three years 2014-15, 2015-16 & 2016-17(copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- vi). Bank Account details;

- vii). Authority to seek references from the bidder's bankers;
- viii). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount; and
- ix). Proposals for sub-contracting components of the services amounting to more than 10 (Ten) per cent of the contract price.

5. Site Visit:

The bidder, at the bidder's own responsibility is encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

6. Period of Validity of tenders :

Tenders shall remain valid for 60 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. Tenderer may refuse the request without forfeiting its EMD.

7. Workmen Safety and Insurance:

The Agency shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed as of **Supervisory Staff & Research Assistant**. The Agency shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified CWC against effect of non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws.

8. Tender Security and Performance Security:

- i. **Earnest Money Deposit (EMD):-**EMD shall be deposited in the form of Crossed Demand Draft in favour of Executive Engineer, Lower Ganga Division-2, CWC payable at Patna or in the form of a Bank Guarantee from a scheduled bank as per Performa given in Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid upto 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

The EMD shall be forfeited if:

- a. if a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
 - b. in case of a successful tenderer, if the tenderer fails:
 - (i) to sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) to furnish the specified performance security.
- Government Departments and Public Undertakings are exempted from furnishing EMD.

Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

ii. Performance Security

The successful bidder shall furnish performance security deposit at the rate of 5% of the contract value within 07 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier. Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance security may be furnished in the form of account payee Demand Draft in favour of Executive Engineer, Lower Ganga Division-2, CWC payable at Patna or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from commercial bank in a prescribed format as given in chapter 7 form 2.

Performance security is liable to be forfeited incase successful tenderer does not fulfill contract obligations.

9. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- (i) Notice Inviting e-Tender
- (ii) Instructions to the Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement.
- (v) Specifications and allied technical details.
- (vi) Price schedule
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/Bid Security(EMD).

10. Tendering Process

i. Marking and submission of tenders:

The tender shall be submitted online only.

The tenderers should submit both "Technical bid" and "Financial Bid" online..The specifications should be same as given in this tender or higher. The EMD should be sealed envelope duly marked as "EMD" and must reach office of Executive Engineer before opening of tender. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.

Tenders must be submitted by the bidder online no later than the time and date specified in the NIT.

The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenderers previously subjected to the deadline will thereafter be subjected to the deadline as extended.

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. Opening of Bids:

The bids shall be opened online on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically acceptable would be considered in the presence of tenderers or their representatives, who choose to be present online or offline or both.

iii. Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account except for conditions given in Chapter 2, clause 15 (b) and shall be inclusive of all taxes, duties, octroi, transportation charges etc. The prices should be given as per the format given in price schedule.

- a. All prices should be in Indian Rupee.
- b. The amount should be written both in figures and in words.
- c. Prices for each item shall be furnished online only.
- d. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
- e. The tender for the works shall remain open for acceptance for a period of 60 sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- i. Non-conformities between the figures and words of the Quoted Prices – Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:
 - a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

iv. Evaluation of Tenders

The tenders will be evaluated on the basis of specifications as given the tender document and unit rate of each item and total cost.

- a) The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar manpower to Government/Semi-Government Agencies. The weightage for the technical evaluation shall be assigned as under:

Sl. No.	Details	Maximum Marks
1.	Previous experience of agency in providing similar category of manpower to Government/semi Government Agencies (10 marks to be assigned per year of previous experience)	50 marks
2.	Clean track record of the Firm during the last three years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received)	30 marks
3.	Financial status (Profit or loss of the firm during the previous two financial years) (10 marks for each year if there was profit as per the audited accounts)	20 marks.

- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders score a minimum of 50 marks in the technical evaluation. In the Financial Bids, if the service charge per person quoted is less than 5% of the basic minimum wages, the quotation will be rejected out rightly. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis.

The purchaser does not bind himself to accept the lowest or any other tender.

v. Award of Work

Within seven (07)days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance security.

However, Government Departments and Public Undertakings are exempted from furnishing this security.

11. Bid Data sheet

A: GENERAL

- i). Name and address of the purchaser: The Executive Engineer,
Lower Ganga Division-2, Central Water Commission,
148, Anandpuri, WBCR, Patna-800001
- ii). E-Tender number: LGD-2/PAT/HQ-75/Outsourcing//2018/479, Dated: 14/02/2018
- iii). Qualification requirements:- As per specified in tender document.

B: PRE-BID MEETING

Pre bid meeting: The bidder's designated representatives are invited to attend pre bid meeting which will take place as per details given below:

Date:16/03/2018 Time: 15:00 hrs

Venue: Office of the "Chief Engineer, Lower Ganga Basin Organisation, Central Water Commission", 177-B, Sri Krishnapuri, Patna Bihar.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C: PREPARATION OF BIDS

- i). The price quoted by the bidder shall be fixed.
- ii). Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period

of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended.

D: SUBMISSION OF BIDS

- i). Only online bids through e-tendering web portal of TCIL www.tcil-electronictender.com shall be accepted. No offline bid shall be acceptable.
- ii). Last date and time for bid submission is 24.03.2018 till 12:00 Hrs.

E: BID OPENING AND EVALUATION

The Technical bid of the tender will be opened online at 11:00 hrs. on 26.03.2018 in presence of the tenders/ through their authorized representative (on their own cost) who wish to attend the online opening of tender in this office. The time of opening of financial bids will be intimated later.

F: Variation in quantity of sites

Percentage of quantity of sites may increase or decrease by 10%.

G: Settlement of Disputes:

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator engaged with mutual consent and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

12. Special instructions to Bidders by TCIL for e-Tendering

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-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 02 (Two) Envelopes.

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)
Register on Electronic Tendering System® (ETS)
Create Marketing Authorities (MAs), Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS
For this tender -- Assign Tender Search Code (TSC) to a MA
Download Official Copy of Tender Documents from ETS
Clarification to Tender Documents on ETS
Query to Central Water Commission (Optional)
View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

Opening of relevant part (i.e. Financial-Part)

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates:

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

Registration:

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each Organisation is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that Organisation. For further details, please visit the website/portal, and click on the 'Supplier Organisation' 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 Agency, to respond to a tender you will also require time to complete activities related to your Organisation, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

Some Bidding related Information for this Tender (Sealed Bid):-

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes Single-Part
Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
Submission of digitally signed copy of Tender Documents/ Addendum
Submission of General Terms and Conditions (with/ without deviations)
Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids:-

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer Organisation 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 Organisation and the personnel of e-tendering service provider.

CAUTION:

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

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organisation Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer Organisation.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier Organisation 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 Organisation) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organisation 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 Organisation) 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 enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions:-

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance 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 Organisations, and Logged-in users of Supplier Organisations. 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 Organisations 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 Organisations, 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 Organisation 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 Organisation, such as creation of users, assigning roles to them, etc.

3. Get your Organisation'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, etc.)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

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

NOTE:

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

Minimum Requirements at Bidder's End

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

Chapter-2. Conditions of Contract

13. Definitions & Interpretations

Services mean the services as identified in the tender document and to be provided at the purchaser's facility as per the contract.

Contract means the agreement reached by the Purchaser and the Contractor for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract.

Contract Price: The cost of work identified in the Contractor proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order as allowed under this contract.

Notices shall be deemed to include any approvals, consents, Instructions, certificates and clarifications to be given under this contract.

The Purchaser is: The President of India through Executive Engineer, (Name of Division and address).

Contractor: The Contractor is the agency of the successful tenderer with whom the purchaser enters into a contract for the supply of goods detailed in this document.

The Execution Period is the period during which the Contractor is liable to carry out work without any additional cost to the purchaser.

Non-Responsive tender: Any tender not meeting all the requirements mentioned in the tender document.

e-procurement: e-procurements web based tendering/procurement process in which buyer puts its requirements online and suppliers bid online. This tender will be processed through e-tendering web portal of TCIL (www.tcil-india-electronictender.com).

14. Scope of the work

The scope of the work is **Hiring of Services of Supervisory Staff** at various sites under the jurisdiction of EE, LGD-2, CWC, Patna as specified in schedule of quantities. The brief of duties of Supervisory Staff and Research Assistant is as given below:

Supervisor perform duties such as Gauge Reading, Discharge Observation, Silt sampling, general office work, computer related work and any other work assigned by the senior officers

Research Assistance shall require to perform duties such as Testing of Water Quality in Lab, upkeep of WQ data, computer related work and any other work assigned by the senior officers.

15. Documents of Contract

All the documents shall be considered as correlative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc. shall form a part of the contract.

16. Interpretations

Language: shall be English only for the purpose of this contract.

Context: the singular and plural shall be interchangeable as per the context of the contract.

17. Contractor's responsibilities and Obligations

- a. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- b. The Contractor is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- c. The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.
- d. The Contractor whose tender is accepted, will be required to furnish:-
 - i. Performance security
 - ii. Certificate of Service Tax Registration.
 - iii. Photo copy of registration certificate.
 - iv. Photo copy of PAN
 - v. EPF Registration,
 - vi. ESI Registration,
 - vii. Up-to date VAT & Service Tax clearance certified along-with the bid documents
 - viii. Any other document as required by the purchaser

18. Purchaser's responsibilities

- a. The purchaser will ensure accuracy of all information.
- b. The purchaser will ensure the availability of sites for the work. .
- c. The site for the work is available.

19. Duration of contract

The period of operation of the contract shall be for Three years from October, 2017 to **March, 2019**. The duration of contract may be altered/modified by the purchaser before awarding contract.

20. Programme of work

The manpower will have to be supplied by the agency/contractor within 07 days of award of contract at the locations as identified in the Chapter 3, Schedule A.

21. Confidentiality

- a. The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b. Any document, other than the Contract itself, shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.
- c. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- d. The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

22. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and Government of India / States Government.
- 2) Incomplete tenders/tenders without specified EMD shall be rejected.
- 3) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 4) The Firms shall be registered in India with permanent office in India.
- 5) The contractor should be professionals & having experience in handling manpower in last three years having turn over Rs.5542435/- per year for relevant works.
- 6) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejected.
- 7) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 8) Copies of other documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderer are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tender 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. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.
- 9) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of Telecommunications Consultants of India Limited (TCIL) as supplier.
- 10) Bidding only through e-procurement web portal of TCIL is acceptable under this contract.
- 11) This office shall not be liable for any financial or any other loss occur to bidder for bidding through TCIL portal due to any technical or administrative or any other reasons.
- 12) This office shall not be liable for any financial or any other loss occur to bidder due to cancellation of tendering process at any stage by this office.

23. Special Conditions of Contract

- 1) The number of manpower shown in tender document is approximate and this quantity may increase or decrease, even during contract period also, as per the requirements without any change in unit price or other terms and conditions.
- 2) The net rate quoted per person should include all taxes, insurance, etc. while quoting rate, this point should be kept in mind.
- 3) The rate quoted should not be less than the minimum rates of wages ordered by Chief Labour Commissioner, Government of India and rate ordered by District Magistrate which is less.
- 4) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- 5) The persons supplied by the Agency shall not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of

the persons whom they are recommending. Before deployment, the character and antecedents of persons shall be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.

- 6) The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
- 7) The service provider shall engage necessary persons duly qualified, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules, as per Labour Laws.
- 8) There is no Master and Servant relationship between the employees of the service provider and this office.
- 9) The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.
- 10) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
- 11) The service provider's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the agency.
- 12) That the persons engaged shall not be below the age of 21 years.
- 13) That the persons engaged shall not interfere with the duties of the employees of this office.
- 14) The functional control over the personnel deployed by the Agency will rest with this Office and the disciplinary/administrative/Technical control will be with the Agency.
- 15) This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/ their misconduct and the service provider shall forthwith comply with such requirements.
- 16) The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 17) The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 18) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall not be the responsibility of this office.
- 19) The agency shall be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.

- 20) The service provider shall ensure proper conduct of persons provided in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
- 21) No wage/remuneration will be paid to deployed persons for the days of absence from duty.
- 22) The service provider shall provide a substitute well in advance if there is any probability of any person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The substitute shall be provided within 48 hours of purchaser intimating the agency.
- 23) In case of non-availability of worker because of sickness or any other reason, the service provider will provide his/her replacement to the satisfaction of the department on next working day.
- 24) The service provider shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
- 25) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 26) The service provider shall be responsible for the safety and security of the computer hardware, other equipment provided by the department. If any equipment, computer become non- functional/ damaged due to mishandling by the staff provided by the service provider, the charge for making the equipment, computers operational will be recovered from the agency. For this purpose an indemnity bond has to be signed and furnished by the agency.
- 27) This office will maintain an attendance register in respect of the staff deployed by the agency both on attendance register and/or in Aadhar Enabled Biometric Attendance System (AEBAS). All manpower/staff provided by the agency must have valid Aadhar number. On the basis of attendance wages/remuneration will be decided.
- 28) The service provider shall engage the necessary person(s) as required by the Office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month and thereafter claim reimbursement from the Office.
- 29) Working hours would be normally 8 hours per day in shifts with weekly rest. However, the concerned person may have to work beyond office hours, if there is any urgency. The persons deployed shall be punctual and shall abide by the directions of the Department in this regard.
- 30) The personnel may be called on for duty on his/her weekly rest and other gazetted holidays, if required.
- 31) Escalation clause will not be accepted on any grounds during the period the contract is in force.
- 32) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office.
- 33) The service charges/rates quoted by the agency shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the contract period. Any statutory increase in wages/DA etc. is to be absorbed by the service provider.
- 34) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- 35) That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

- 36) Any dispute arising out of the contract shall be settled within the jurisdiction of New Delhi only.
- 37) That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- 38) The agency will provide the list of Supervisor and RESEARCH ASSISTANT to EE, LGD-2, CWC, Patna who will in turn allocate work of specific sites. The vendor will need to provide some additional names of Supervisor and RESEARCH ASSISTANT to the officer-in-charge out of which requisite number will be picked up. The agency shall provide bio-data of persons it intend to provide to the office.

24. Penalty

- a) In case the Contractor is unable to provide Supervisory staff and Research Assistant, alternate arrangement will be made by the site-in-charge at the cost of Contractor. In addition Performance Security may also to be forfeited.
- b) Appropriate amount will be deducted from the payments due or performance security in case any loss is suffered by the department as per the contract.

25. Loss of Property

The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of contract.

26. Force Majeure

- a. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Agency and not involving the Agency's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargoes. However considering the nature of work rainfall and floods will not be considered as Force Majeure.
- b. If a Force Majeure situation arises, the Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- c. If an event of Force Majeure, continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure's.

27. Contract Price

- a. Service charges by the tenderer (in terms of percentage of basic minimum wage) shall be fixed during the tenderer's performance of the Contract and shall not subject to any variation on any account.
- b. Any change in minimum wages as per the Government of India's order will be incorporated from time to time. All other charges based on basic minimum wage shall be revised in case of any changes in basic minimum wages.
- c. The prices should be given as per the format given in price schedule.
- d. Taxes as applicable shall be payable.

28. Terms of Payment

- a. The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released after submission of claim, complete in all respects such as dated Acquaintance roll, certificate given by the Officer In-Charge regarding attendance and production of documentary evidence towards P.F./ESI in respect of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.
- b. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the Executive Engineer (Name of Division with Address from every payment made under this contract.
- c. The payment may be made through cross cheque /demand draft/e-payment mode.
- d. Govt.Tax/Levy/Duty, Service Tax etc. for the work shall be borne by tenderer.
- e. Payment of GST shall be on reimbursement basis on production of proof of payment.
- f. Payments to the service provider would be strictly on the basis of certification by the officer with whom the personnel is attached that his services are satisfactory and attendance as per the bill preferred by the service provider.

29. Taxes and Duties

All the existing and new taxes, levies, octopi, custom and other charges levied on the services rendered by the Contractor shall be borne by the Contractor only within the quoted rates. The TDS shall be deducted at source as per the prevailing Government rules from time to time.

30. Advances

No advance payment is payable under this contract.

31. Release of Claims

After completion of work and at the time of final payment the Contractor shall give in writing, releasing the Purchaser for all the claims arising out of this contract other than specifically accepted in this contract.

32. Observance of Law

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. Contractor shall observe all laws related to the supply of manpower of both Government of India and Government of Bihar and Jharkhand as applicable from time to time.
- d. The resultant contract will be interpreted under Indian laws.

33. Termination of Contract

a. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

b. For Contractor's Default

- I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
 - i. If the Contractor becomes bankrupt or insolvent

- ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Contractor neglects its obligations under this contract.
 - iv. If the contractor has furnished any false document.
 - II. The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.
- c. **Termination by Contractor**
The Contractor can terminate the contract with 30 days notice only in case:

The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall be forfeited.
- d. **On every termination**
 - I. The Contractor shall cease further work.
 - II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

34. Liquidated Damages

- a. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same.
- b. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.
- c. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- d. Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

35. Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

36. Disputes

The decision of the Purchaser shall be final regarding the quality of services provided by the manpower provided by the agency, the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

37. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

Chapter 3: Schedules of requirement

SCHEDULE 'A':- SCHEDULE OF QUANTITIES FOR SUPERVISOR

Hiring of Services of 12 (Twelve) nos. of Supervisor at different sites of Executive Engineer, Lower Ganga Division-2, CWC, 148, Anandpuri, Patna

Sl. No.	Name of sites	Details of sites	Type of Site	Number of Supervisor required
1	Bankaghat	CWC, GD Site Bankaghat, Patna City, Dist-Patna, PIN-800009	GD	01 No.
2	Saksohran	CWC, G Site Village - Saksohran, P.O.-Barh, Dist-Patna PIN-803213	GD	01 No.
3	Kalyanpur	Gauge site Kalyanpur, P.O.-Kalyanpur, P.S. :-Nbaryarpur, Dist-Munger PIN-811211	GD	01 No.
4	Ekchari	Gauge site CWC Ekchari, P.O.+P.S:-Ekchari, Dist-Bhagalpur, PIN-813204	GD	01 No.
5	Kathautiya	Vill- Kathautiya, P.O.- Gadhi Khas P.S.- Padhwa, Dist-Palamu, – 822101	GD	01 No.
6	Jahanabad	Vill.+Post-Jehanabad, PS-Jehanabad, Dist.-Jehanabad, Bihar, PIN 804408	GD	01 No.
7	Nardiganj	Vill.-Nardiganj, Po+, PS-Nardiganj, Dist. Nawada, Bihar PIN 805109	GD	01 No.
8	Nawada	Surya Mandir, Naraura Road, Mirzapur Dist-Nawada, Bihar, PIN 805110	GD	01 No.
9	Doriganj	Village-Diriganj, P.O.+P.S.-Doriganj, Dist-Chapra(Saran), PIN-841211	GDS	01 No.
10	Banka	Discharge site Banka Behind MRD High School PO:- Banka, PS:-Banka, Dist-Banka, Pin-813102	GDSQ	01 No.
11	Manghi / Gautam Asthan	Village-Manghi, P.O.+P.S.-Manghi, Dist-Chapra (Saran) PIN-841313	GDSQ	01 No.
12	Dhobi / Barachati	Vill.+Post-Dobhi, PS-Dobhi, Dist.-Gaya, Bihar, PIN 824201	GDSQ	01 No.
Total				12 Nos.

Chapter 4: Schedules of requirement

SCHEDULE 'A':- SCHEDULE OF QUANTITIES FOR RESEARCH ASSISTANT

Hiring of Services of 02 (Two) nos. of Research Assistant at different Water Quality sites of Executive Engineer, Lower Ganga Division-2, CWC, 148, Anandpuri, Patna

Sl. No.	Name of sites	Details of sites	Type of Site	Number of Research Assistant required
1	Banjari	Vill+P.O.- Banjari, P.S. – Banjari Dist.- Rohtas, Pin Code – 821303	GDQ	01 No.
2	Garhawa Road .	Bazar, Jora Mandir, Ward No-12, Dist- Garhwa (Jharkhand) 822114	GDQ	01 No.
Total				02 Nos.

Chapter 5: Specifications and allied Technical Details

The minimum qualifications required are:-

For Supervisor

S.N	Type of qualification	Requirement
1.	Educational-	Diploma in Civil Engineering
2.	Physical-	Shall be physically fit to carry out work assigned.
3.	Mental-	Shall be mentally sound to understand and carry out works assigned.
4.	Medical-	Shall be medically fit.
5.	Desirable	Should own an Android mobile phone

For Research Assistant

S.N	Type of qualification	Requirement
1.	Educational-	B.Sc. (Chemistry)
2.	Physical-	Shall be physically fit to carry out work assigned.
3.	Mental-	Shall be mentally sound to understand and carry out works assigned.
4.	Medical-	Shall be medically fit.
5.	Desirable	Should own an Android mobile phone

Chapter 6 : Price Schedule

Technical Bid

(To be furnished online only. Offline bids are not acceptable under this contract)

1.	Name and Postal Address of the Bidder	Phone: Mobile: Fax: Email:
2.	Is your concern Recognized/Registered (Attach Photocopy as a proof) Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Tick as applicable Recognised by Govt. of india Registered under Companies Act Registered under Shops and Establishment act Registered as firm Proprietorship/Any other category(please specify) Sister concern of.....(please specify name)	
3.	Income Tax return filed (Attach proof)	
4.	Income Tax Permanent Account Number (PAN) (Attach proof)	
5.	Service Tax Registration number (Attach proof)	
6.	Experience (attach performance certificate from the Govt./ PSU Companies/Public Agencies/Firms):Years	

Sl. No.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
5.	PAN/TAN Number (copy to be enclosed)	
6.	Labour License Number (copy to be enclosed)	
7.	Service Tax Registration Number (copy to be enclosed)	
8.	EPF Registration Number (copy to be enclosed)	
9.	ESI Registration Number (copy to be enclosed)	
10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If	

	no, a certificate is to be attached in this regard)	
11.	Length of experience in the field	
12.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency)	
13.	Whether agency profile is attached	
14.	List of other clients	
15.	Financial turnover of the tendering company/firm/agency for the last 2 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
16.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

Signature of the bidder with seal

FINANCIAL BID

(To be furnished online only. Offline bids are not acceptable under this contract)

Tender No.: LGD-2/PAT/HQ-75/Outsourcing//2018/479, Date:14/02/2018

With reference to the above tender, I hereby submit the financial bid for the above mentioned tender.

To

Executive Engineer
Lower Ganga Division-2,
148, Anandpuri,
Patna-800001

Subject:-Quotation for award of contract for providing the services of Supervisor– Reg.

Sir,

With reference to your tender published in dated..... on the subject mentioned above, I/We quote the rate for above mentioned work as under:

Particulars	Rate(in Figures)	Rate(in words)	Monthly Total for ...nos. of SUPERVISOR(both in figure and words)
Basic Monthly Wages including VDA per person			
ESI			
Employer's contribution			
Employee's contribution			
EPF			
Employer's contribution			
Employee's contribution			
Service Charges per person per month demanded (both in amount and percentage of basic minimum wage)			
Any other charges (Pl. indicate)			
Liabilities, if applicable (in detail)			
Service Tax			
Swach Bharat cess			
Any other tax			
Total(Rs)			

Any other points to be mentioned:

FINANCIAL BID

(To be furnished online only. Offline bids are not acceptable under this contract)

Tender No.: LGD-2/PAT/HQ-75/Outsourcing//2018/479, Date:14/02/2018

With reference to the above tender, I hereby submit the financial bid for the above mentioned tender.

To

Executive Engineer
Lower Ganga Division-2,
148, Anandpuri,
Patna-800001

Subject :- Quotation for award of contract for providing the services of RESEARCH ASSISTANT – Reg.

Sir,

With reference to your tender published in dated..... on the subject mentioned above, I/We quote the rate for above mentioned work as under:

Particulars	Rate(in Figures)	Rate(in words)	Monthly Total for ...nos. of RESEARCH ASSISTANT (both in figure and words)
Basic Monthly Wages including VDA per person deployed as decided by Chief Labour Commissioner, Ministry of Labour and employment, Government of India, (x) For 3 Hours works daily (xi) For 24 Hours works daily (require 3 nos. of RESEARCH ASSISTANT) (xii) For 8 Hours works daily			
ESI			
Employer's contribution			
Employee's contribution			
EPF			
Employer's contribution			

Employee's contribution			
Service Charges per person per month demanded (both in amount and percentage of basic minimum wage)			
Any other charges (Pl. indicate)			
Liabilities, if applicable (in detail)			
Service Tax			
SwachBhratcess			
Any other tax			
Total(Rs)			

Any other points to be mentioned:

1. I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of Service Tax or any other tax payable to the Government.

Yours faithfully,

(Authorised Signatory)
(with name/designation, contact No.& seal)

Chapter 7: Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, (Name of Division and Address) (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Contractor*) of..... (*City and Country of Contractor*) (*hereinafter called "the Contractor"*) of the other part:

WHEREAS the Purchaser invited Tenders for certain services, viz **Hiring of Services towards Supervisor and Multi Tasking Worker (RESEARCH ASSISTANT) at different sites of EE**, (name of Division with address) and has accepted a Tender by the Contractor for the supply of services in the sum (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. the tender form, technical bid and the price schedule submitted by the Tenderer ;
 - b. Tender document
 - c. amendments to the tender document;
 - d. Post tender opening correspondence ; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

Brief particulars of the services which shall be supplied/provided by the Contractor are as under :

Brief description of Work	Amount in Rs.	
	in figures	in words
Hiring of Services towardsnos. of Supervisor		
Hiring of Services towardsnos. of RESEARCH ASSISTANT		

TOTAL VALUE:

DELIVERY SCHEDULE: Within 7 days of signing of contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

<p>Signed, Sealed and Delivered by the</p> <p>said.....</p> <p>..... (For the Purchaser)</p> <p>in the presence of:.....</p>	<p>Signed, Sealed and Delivered by the</p> <p>said</p> <p>.....</p> <p>.....</p> <p>(For the Contractor)</p> <p>in the presence of:</p>
--	---

Chapter 8: Other Standard Forms

Form 1: MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the "tenderer")
has submitted their offer dated..... for the supply of
.....
(hereinafter called the "tender")
against the purchaser's tender enquiry No.
KNOW ALL MEN by these presents that WE of
..... having our registered office at
are bound unto
(hereinafter called the "Purchaser")
in the sum of
..... for which payment will and truly to be
made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed
with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Form 2: MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply "office furniture"(description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Form 3: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The Executive Engineer
Lower Ganga Division-2,
148, Anandpuri,
Patna-800001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: - Hiring of services ofnos. of Supervisor and Multi Tasking Worker
(RESEARCH ASSISTANT)

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
_____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER GANGA DIVISION-2**

This Tender document contains 46pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :

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 of20.....

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 Organisational 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 EMO/ 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)