

Government of India
Ministry of Water Resources, River Development & Ganga Rejuvenation
Central Water Commission



Tender No: NIT-01/W-12011/3/2019-MGD-II/1903-1909

Dated: 05.04.2019

TENDER DOCUMENT

FOR

"Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow"

Last date for submission of Tender : 23.04.2019 up to 10:00 AM

Date of opening of Tenders : 23.04.2019 at 11:00 AM

OFFICER INVITING THE TENDER:

**Executive Engineer, Middle Ganga Division-II,
CENTRAL WATER COMMISSION,
Lucknow – 226024**

(Certified that this document contains total 33 Pages including this page)

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NOTICE INVITING TENDER

Executive Engineer, MGD-II invites Item rate sealed tenders on the behalf of President of India from contractors who are registered under appropriate authorities of government (Central/State) for the work of:

A	Name of Work	"Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow"
B	Estimated cost	Rs. 18,39,200.00 (Rupees Eighteen Lakh Thirty Nine Thousand Two Hundred Only)
C	Earnest Money Deposit	Rs. 36,784/- (Rupees Thirty Six Thousand Seven Hundred Eighty Four Only)
D	Performance Guarantee	5% of the tendered value of the work
E	Contract Period	01.05.2019 to 31.03.2020
F	Cost of Tender Document	590/-
G	Last date/time of submission of tender	23.04.2019 up to 10:00 AM
H	Date/time of Opening of tender	23.04.2019 at 11:00 AM

1. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
2. Place of work will be office of Executive Engineer, Middle Ganga Division-2, CWC, Lucknow.
3. Tender Document is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in. The bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com> up to 10:00 AM of 23.04.2019.
4. The tender documents can be downloaded online from www.cwc.gov.in or can be issued from the office of "Executive Engineer, Middle Ganga Division-2, Central Water Commission, Aliganj, Sector H, Kendriya Bhawan, 2nd Floor, Hall 3, Lucknow" between 11:00 Hrs to 16:00

Tender Document for Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow

Hrs every day except Sundays, Second Saturday of the month & Public Holidays on the payment of (non-refundable) **Rs. 590/-** as the cost of the document and in case, the tender has been downloaded from the website (www.cwc.gov.in/tenders), at the time of submission of tenders, the firm has to enclose a demand draft of **Rs. 590/-** in favour of **"Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow"** drawn on any scheduled bank payable at Lucknow towards the cost of the tender documents.

5. The tender document will be available for downloading online from 05.04.2019 to 23.04.2019.
6. E-Tender is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in.
7. Bidder who has downloaded the tender 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.
8. Government of India has made it mandatory to make all procurement with estimated value of Rs. 2 lakh or more through e-procurement mode. For conducting e-procurement, Central Water Commission has decided to use the ETS portal of TCIL, a Government of India Undertaking. Bids may be submitted online only at TCIL Portal <https://www.tcil-india-electronictender.com>.
9. For online submission of bids on ETS portal, bidders need to register with TCIL. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. For any help, TCIL/ ETS Helpdesk may be contacted:

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support (09:30 hrs to 18:00 hrs, Monday to Friday except on Gazetted holidays): +91-11-26241790 Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

10. Intending bidders are advised to check TCIL Portal/ CPP Portal/ CWC website for any corrigendum / amendment.
11. The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid otherwise the bid will not be considered for opening:
 1. Demand Draft towards Earnest Money Deposit in original.
 2. Demand Draft towards tender fee in original.
 3. Pass Phrase for bid submitted online on TCIL in separate sealed envelopes.

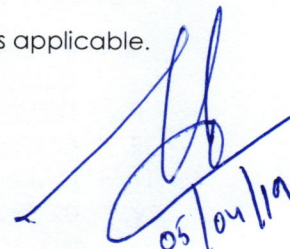
Tender Document for Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow

12. The Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer, Middle Ganga Division-2, Central Water Commission) and tender form shall be placed in separate sealed envelopes respectively. Both the envelope shall be submitted together in another envelope with the name of the work super scribing the envelope in the O/o Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow up to 10:00 Hrs on 23.04.2019. The bid submitted shall be opened at 11:00 hrs on 23.04.2019.
13. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank /Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
14. Eligibility of Bidder:
 - i. Registration with all concerned government authorities for the purpose of work stated above.
 - ii. TAN/PAN No. of the Contractor/ Firm / Agency (Copy to be attached)
 - iii. GST Registration No. of the firm.
 - iv. Owner of Commercially Registered Vehicles.
 - v. 02 year experience in the similar field in any Government department (Copy to be attached)
15. The proposed site of work is Middle Ganga Division-II, Central Water Commission, Lucknow and its Sub-Divisions viz: MGURG Sub-Division, CWC, Moradabad, MGLRG Sub-Division, CWC, Bareilly, Middle Ganga Sub-Division, CWC, Kanpur, Gomti Sub-Division, CWC, Lucknow and the various sites under its jurisdiction as per details given in scope of work.
16. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted. The contractor shall not be permitted to bid for works in this Division office responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources, Ganga Rejuvenation & River Development, Govt. of India.

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Any breach of this condition by the contractor would render his/her bid to be summarily rejected.

17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's Service. **The bid for the works shall remain open for acceptance for a period of thirty days (30) days from the date of opening of bids.** If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
18. This notice inviting Bid shall form a part of the contract document. The successful bidders/ contractor, on acceptance of his bid by the Accepting Authority shall within 10 days from the stipulated date of start of the work, sign the contract consisting of :-
- (a) The Notice Inviting Bid, all the documents including terms & conditions, forming part of the bid as issued at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable.



(Executive Engineer)

Middle Ganga Division-II,
Central water Commission
For & on behalf of President of India

Copy for information/uploading on website/display on notice board:

1. Superintending Engineer, HOC, Dehradun
2. Asst. Account officer, MGD-2, CWC, Lucknow
3. Notice Board, MGD-2, CWC, Lucknow
4. Notice Board, MGD-1, CWC, Lucknow
5. Notice Board, CPWD, Floor-1, 3 & 4.



(Executive Engineer)
Middle Ganga Division-II,
Central water Commission
For & on behalf of President of India



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CPWD-8

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

STATE : Uttar Pradesh
ORGANISATION : Upper Ganga Basin Organisation,
CIRCLE : HOC, Dehradun
DIVISION : MGD-II, Lucknow

Tender & Contract for Works :

"Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow"

To be submitted online up to **10:00 hours** on **23rd April 2019** to Purchaser.

To be opened online in presence of tenderer(s) or their authorized representatives who may be present at **11:00 hours** on **23rd April 2019** in the office of Purchaser.

Issued to _____
(Contractor)

Signature of officer issuing the documents _____

Designation: Executive Engineer

Date of Issue: _____

TENDER

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

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

We agree to keep the tender open for thirty (30) days from the due date of its opening not to make any modification in its terms and conditions.

A sum of Rs. is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be).

If I/We, fail to the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

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I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated.....

Signature of Contractor

Postal Address

Witness:

Address:

Seal

Occupation:

Tender Document for Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow

ACCEPTANCE

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

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

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

For & on behalf of the President of India.

Signature

Designation.....

Dated:

Signature of contractor

Postal Address



Tender Document for Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow

PROFORMA OF SCHEDULES

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

SCHEDULE 'A': Schedule of quantities

Sl.No.	Name of Item	Total in Numbers
1	Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow	04

SCHEDULE 'F'

1	Estimated cost	Rs. 18,39,200.00 (Rupees Eighteen Lakh Thirty Nine Thousand Two Hundred Only)
2	Earnest Money Deposit	Rs. 36,784/- (Rupees Thirty Six Thousand Seven Hundred Eighty Four Only)
3	Performance Guarantee	5% of the tendered value of the work
	General Rules & Directions:	
4	Officer inviting tender	Executive Engineer, MGD-II, Lucknow
	Definitions:	Additional definitions as per conditions of contract clause 1

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5	Engineer-in-Charge	Executive Engineer MGD-II, Lucknow.
6	Accepting Authority	Executive Engineer MGD-II, Lucknow.
7	Percentage on cost of materials and labour to cover all overheads and profits.	15 %
8	Standard Schedule of Rates	Market Rate
9	Department	Central Water Commission
10	Standard CPWD Contract Form	CPWD Form-8 , CPWD 2014
	Clause 1	
i.	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance.	7 Days
ii	Maximum allowable extension beyond the period (provided in i)above	3 days
	Clause 2	
	Authority for fixing Compensation under clause 2	Superintending Engineer, HOC Dehradun
	Clause 2 A	
	Whether Clause 2 A is applicable	No

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	Clause 5	
	Number of days from date of issue of letter of acceptance for reckoning date of start	10 Days
	Milestones	
	Time allowed for execution of work	11 Months
	Clause 6 & 6A	Applicable
	Clause 7	
	Payment on intermediate certificate	Monthly
	Clause 10 A	Not applicable
	Clause 10 B(ii)	Not applicable
	Clause 10C(a)	Not applicable
	Clause 10 C(c)	Not applicable
	Clause 11	
	Specifications to be followed for execution of work	Rule & Regulation of Motor Vehicle framed by Government (Centre / State) from time to time.
	Clause 12	NA
	Clause 16	Competent Authority for Deciding reduced rates is SE, HOC Dehradun
	Clause 42	Not applicable

Form of Performance Security (Guarantee)-Bank Guarantee Bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (Hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. Rupees..... Only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupeesonly)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer- in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)



INTEGRITY PACT

To,
Executive Engineer,
Middle Ganga Division-2
Central Water Commission,
Lucknow

Sub: Submission of Tender for the work of

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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
Middle Ganga Division-2
Central Water Commission
Lucknow-226024



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, Middle ganga Divison-2, Central Water Commission, Lucknow 'Principal/Owner'**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract

for.....(Name of work)

Hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

- 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 Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) 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 a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

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

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, 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/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Dated:



TERMS AND CONDITIONS

1. The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. If any incident / accident during the duty period the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage / compensation as per the latest rules in force.
2. The Vehicles to be provided are needed to be registered **commercially** with RTO authorities in the Year 2015 or Later.
3. The Contractor shall offer the vehicles for inspection and approval to the satisfaction of the Engineer-in-charge or his authorized representative one week in advance and only those vehicles, accepted by the Engineer-In-Charge, will be deputed for the operation. In case of a substitute vehicle, same also shall be offered for inspection and acceptance by the Engineer-In-Charge before put to operation.
4. The contractor shall ensure that the vehicle(s) to be provided are in accordance with the prevailing traffic regulations acts including excellent outlook and interiors in all respect and cleanliness etc. at all times.
5. The vehicles shall be running as per the schedule of the trips, route as directed by the Engineer-in-Charge or its authorized representatives of the work from time to time.
6. The vehicle(s) shall be in perfect running conditions (technically as well as aesthetically) through-out the contract period. The full responsibility of running the vehicle shall be upon the contractor who shall at all times keep the vehicle fit and in proper state of repairs as required by the Motor Vehicle Act 1988 and the rules framed there under.
7. As per requirement, the vehicle(s) can be used for additional Kms. run and hours for which payment shall be made at the agreement rates.
8. In addition to operation of the hired vehicles in Uttar Pradesh and Uttarakhand as per time schedule, trips and routes and as directed by the Engineer-in-Charge of the works, the vehicles may be sent to anywhere in India on requirement, for which, any tax payable shall be borne by the Department on production of proper and valid proof of payment of any such tax.
9. The contractor may take the vehicle for repair/servicing or any contingencies only after informing the engineer-in-charge.
10. If the vehicle is taken for repair/servicing or any other contingencies by the contractor, no payment shall be made for the distance travelled. In this case the distance travelled by the vehicle during that trip would be deducted from the monthly calculations. In

case sudden breakdown the vehicle on duty, Contractor will provide the alternative vehicle till the vehicle repaired.

11. The contractor shall indemnify the Executive Engineer, MGD-2, CWC, Lucknow against any claims arising out of operation of this service. For this purpose, the contractor shall comply with all the provisions of the Central Motor Vehicle Act 1988 along with any such rules framed by state authorities and the relevant labour and other related laws applicable for such services.
12. The contractor shall compensate and make good all damages or loss of property or personnel injury to the passengers or to others as a result of road accidents or on account of whatsoever cause while operating these vehicle.
13. All expenses of running the vehicle(s) which inter-alia includes Road Tax, Insurance Premium, repairing charges, cost of replacing spare parts, tubes, tyres, batteries, fuel and lubricants, salary to staff and other benefits payable to them and all other incidental charges including compensation and damages for any mishap of any kind whatsoever shall be borne by the contractor. The Contractor shall indemnify the EE, MGD-2, CWC, Lucknow for any liability which may arise on account off any accident or other reasons.
14. The contractor shall ensure that the drivers engaged by him to drive the vehicles are holders of valid and appropriate commercial driving license and in capacity to comply the requirement of the Motor Vehicle Act, 1988 and other statutory provisions related to the work.
15. If the driver is found unfit to drive the vehicle(s) on account of drunkenness or for any other act of misconduct on his part, Engineer-in-charge will have full authority to disallow the services of driver and in that event, contractor shall make alternative arrangement at the risk and expense of its own. If the contractor fails to do so, department shall be engaging drivers by its own and the expenditure so incurred in employing the driver for the trip, will be recovered and adjusted in the contractor's bill. When the driver of the vehicle is not available due to his being on leave, due to sickness to or otherwise, contractor will arrange another driver immediately.
16. The contractor and his staff/Driver shall not allow any person other than employees authorized by the Engineer-in-charge to travel in the vehicle(s).
17. The Contractor and his Driver shall not allow any person other than the driver proposed by the contractor & approved by the Engineer-in-charge to drive the vehicles.

18. The contractor shall be required to produce all original documents such as Registration Certificates, Road Tax Payments proof and Valid Insurance certificate etc. to Engineer-in-charge for verifications.
19. Engineer-in-charge shall not provide any residential accommodation to the drivers/helpers engaged with the vehicle(s) hired and the contractor shall make their own arrangement for stay of the persons engaged by them for the work.
20. It must be ensured that the vehicle have obtained "Pollution under Control (PUC) certificate" from the authorized agencies.
21. The normal locations of places/sites of duties for the vehicles are as under:

(a) One of the hired vehicle to be deployed for duties at following locations:

S.No	Office address
1.	MGD-2, CWC, Lucknow and other offices as decided by Executive Engineer.
2	GSD, CWC, Lucknow and its Jurisdictional site offices

(b) One no. hired vehicle to be deployed for duties at following locations:

S.No	Office address
1.	MGSD, Kanpur and its Jurisdictional site offices

(c) One no. hired vehicle to be deployed for duties at following locations:

S.No	Office address
1.	MGLRG Sub Division, Bareilly and its Jurisdictional site offices

(d) One no. hired vehicle to be deployed for duties at following locations:

S.No	Office address
1.	MGURG, Sub Division Moradabad and its Jurisdictional site offices

22. The night halt charges as per agreement rate will be applicable only if the vehicles along with officials of this department halt at places other than Lucknow, Kanpur, Bareilly, Moradabad municipality limits.
23. The overtime charges as per agreement rate will be applicable only if the vehicle along with officials of this department travels beyond working hours specified in the agreement. In case of night halt, no overtime payment shall be made.

ADDITIONAL TERMS AND CONDITIONS

1. This contract will be valid for 11 months i.e. from 01.05.2019 to 31.03.2020, however it may be extended for further period of 03 (Three) months with the mutual agreement of the contractor and the department at the same agreement rates and terms and conditions.
2. The contractor will be required to put the above stated vehicle in operation w.e.f. date mentioned in the work order till the termination of contract.
3. It shall be the responsibility of the successful tenderer to ensure timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.
4. The successful tenderer shall be required to produce the vehicle and the driver in the premises of the Executive Engineer, MGD-2 CWC, Lucknow for physical inspection before the signing of contract.
5. The successful tenderer will be required to furnish to the Executive Engineer, MGD-2, CWC, Lucknow certified copies of RC Book, insurance Policy of the vehicle being supplied, latest road tax challan paid, Permanent Account Number (PAN) of the concern, GST Number of the concern, photograph of the driver along with their permanent address, copies of the driving license of the drivers, on or before the date of formal signing of the contract.

TERMS OF PAYMENTS:

6. The hiring charges shall be on the basis of **zero based mileage**, starting/ending the place where the vehicle is directed to report or is released.
7. A **daily record** indicating time and mileage for a vehicle on duty shall be maintained in a log book as per the proforma approved by the Engineer-In-charge, with successful tenderer. It shall be the duty of the driver to obtain on each duty day, the signature of the officer to whom the vehicle has been assigned. In case the driver has not been able to obtain the signature of the user, driver shall submit the same to Engineer-in-charge for information. Failure to do so would result in non-payment of the hire charges for that day. The log book shall be made available for periodic inspection of the Executive Engineer, MGD-2, CWC, Lucknow from time to time. Cutting and over writing in the log book will not be taken into account unless countersigned by the officer nominated by the Executive Engineer, MGD-2, CWC, Lucknow.

8. The payment to the contractor will be done on **monthly basis** upon submission of running account bills in triplicate on a working day latest by the 10th of succeeding month in the O/o Executive Engineer, MGD-2, CWC, Lucknow. Photocopy of log book duly signed by the users must be submitted along with the bill. The distance travelled by the vehicle for repair/service or any other work of the contractor will be deducted accordingly. Any discrepancies related to journey, if found, will not be accounted for payment. The decision of Engineer-in-charge in this regard shall be final and binding on the contractor.
9. Deduction of tax at source (**TDS**) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, MGD-2, CWC, Lucknow from every payment made under this contract.
10. The final bill will be accepted ONLY after submission of the following supporting documents in original:
 - i) Completion Certificate issued by EE, MGD-2, CWC, Lucknow
 - ii) Proof of tax paid to RTO.
11. The Executive Engineer, MGD-2, CWC, Lucknow will **reimburse service Tax** on hiring charges on actual basis. The Successful tenderer will be required to provide proof of valid service Tax registration on or before the date of signing of the contract. In addition to the above, **parking charges** and **toll**, shall also be reimbursable over and above the quoted charges provided the successful tenderer attaches satisfactory proof of payment of such charges with the relevant monthly bill.
12. **Any unutilized Km run for the vehicle in the respective month will be carried forward to the succeeding three month only, and will be set off against excess mileage of the succeeding months. The bills will be prepared accordingly by the successful tenderer.**
13. It would be responsibility of contractor/firm/agency to ensure the availability of vehicle at all times as desired by Engineer-in-charge irrespective of deployed vehicle being under maintenance/breakdown or any other contingencies. In the event of failure to do so, a **penalty of Rs. 2000/-** per day may be levied upon the successful contractor/firm/agency, if it fails to do so. Such penalty will be deducted from the bill of the relevant month.
14. The successful tenderer will ensure that the drivers will have a **mobile phone** in working condition, for which, no separate payment will be made by the Executive Engineer, MGD-2, CWC, Lucknow. The successful tenderer should furnish adequate number of land line/mobile phone numbers for establishing contact round the clock.

15. The driver should be **courteous**, neatly dressed in proper uniform with name badge and adequately educated so as to maintain the log book and understand basic instructions in English and Hindi. Proper Identity Cards should be issued by the successful tenderer to the drivers after verifying their antecedents.
16. Save in exceptional circumstance or unless specifically requested by the Executive Engineer, MGD-2, CWC, Lucknow, once the hiring of vehicle commences, the successful tenderer shall not change the dedicated vehicle or the driver.
17. The drivers shall be duty bound to follow the instructions of the Executive Engineer, MGD-2, CWC, Lucknow or officers to whom the vehicle are assigned by the Executive Engineer, MGD-2, CWC, Lucknow .
18. Any **change in the ownership of the vehicle** or change in the constitution of the concern shall be notified in writing to the Executive Engineer, MGD-2, CWC, Lucknow immediately. It will be open for the Executive Engineer, MGD-2, CWC, Lucknow to either continue / renegotiate the contract with new owners or cancel the contract. In the event of cancellation of the contract, the Performance Guarantee shall be forfeited.

19. TERMINATION OF CONTRACT: As per GCC-2014

20. ARBITRATION (CLAUSE 59 OF G.C.C.)

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, scope of work and instructions herein contained in this contract is at the sole arbitration of the person nominated and appointed by the **Chief Engineer, UGBO, CWC, Lucknow** in respect of the contract entered for and on behalf of the **president of India**.

---Sd---

Executive Engineer,
MGD-II, CWC, Lucknow

PRICE BID

(On the letter head of the firm/agency)

S. No	Description of work	Unit	Rate per Vehicle	Code
1	2	3	4	5
1	"Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow, for Moradabad, Bareilly, Kanpur & Lucknow offices with an average run of 2000 Km per Month/ Vehicle	Monthly Charges per vehicle		A
2	Extra charges for the same vehicles over and above 2000 km run	Per Km		B
3	Night Halt Charges for the vehicles with driver	Per Night		C
4	Overtime charges for the driver (beyond working hrs. i.e 08:00 AM to 06:30 PM)	Hour		D

Criterion for Evaluation of bids

S.No.	Description of item of work	Code
1.	Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow for Moradabad, Bareilly, Kanpur & Lucknow offices with an average run of 2000 Km per Month/ Vehicle	A
2.	Extra charges for the same vehicles over and above 2000 Km run	B
3.	Night Halt Charges for the vehicles with driver	C
4.	Overtime charges for the driver (beyond working hrs. i.e. 8:00 A.M. to 6:30 P.M.)	D

Bids will be evaluated as under:

Monthly cost of Tender: $X = A+B*100+C*5+D*30$

Total Cost Put to tender $T = X*4*11$

Tenders will be awarded on the basis of lowest "T" value.

Tender Document for Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow

I/We agree to carry out the work "Hiring of services of 04 Nos. Non-AC Light Motor Vehicle (LMV) Diesel variant (Bolero/ Scorpio/ Innova or equivalent) on contract basis along with fuel and driver under Middle Ganga Division-2, CWC, Lucknow" year 2019-20, as per NIT for a total contract price of (Amount in figures) (Rupees.....) for a period from 01.05.2019 to 31.03.2020, as per the terms and conditions of the contract.

Place:

Signature of Agency

Date:

Name of the Authorized Signatory

(Signature of Contractor with date and Seal)

Eligibility criteria

(To be filled by the contractor on its Firm's/Agency's Letter head)

1. Name of the Firm/Agency
2. Address
3. Registration Number of Firm/Agency:
(Copy of registration should be attached)
4. TAN/PAN Number of Firm/Agency:
(copy should be attached)
5. GST number of Firm/Agency
(copy should be attached)
6. Registration No. of Vehicles to be deployed:
(Photocopy of RC should be attached)
7. Proof of similar work being carried out in any Central/ State Government Department (Minimum 03 year)

Date:
Place:

Signature of the Tenderer



Performance Guarantee (CLAUSE 1)

The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee. (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge. (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

Recovery of Security Deposit (CLAUSE 1 A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5. In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

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

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A