

TENDER No: 06/W-11011(21)/2/2020-MGD-II/2440-45

Dated: 19/11/2020

भारत सरकार  
GOVERNMENT OF INDIA  
केंद्रीय जल आयोग  
CENTRAL WATER COMMISSION  
मध्य गंगा मंडल -2 लखनऊ  
MIDDLE GANGA DIVISION-2, LUCKNOW



**NATIONAL COMPETITIVE BID (NCB)**

**TENDER FOR OUTSOURCING OF SERVICES FOR PLYING OF CWC BOAT BY OB ENGINE WITH FUEL, OB ENGINE DRIVER, ASSISTANT DRIVER AND ONE HELPER FOR HYDROLOGICAL OBSERVATION INCLUDING SAFETY & ROUTINE MAINTENANCE OF CWC BOAT AT 10 NOS. SITES UNDER MIDDLE GANGA DIVISION-2, CWC, LUCKNOW AND 02 NOS. SITES (SERVICES OF OB ENGINE WITH FUEL NOT REQUIRED AT 01 NO. SITE ) UNDER HIMALYAN GANGA DIVISION, DEHRADUN**

TENDER FORM AVAILABLE ONLINE FROM	23 /11/ 2020	at 1700	hrs.
LAST DATE FOR SUBMITTING TENDER	03/12/2020	at 1700	hrs.
DUE DATE FOR OPENING OF TENDER	04/12/2020	at 1030	hrs
OFFICER INVITING TENDER	EXECUTIVE ENGINEER, MIDDLE GANGA DIVISION-2, CENTRAL WATER COMMISSION, LUCKNOW		
PRICE OF TENDER DOCUMENT	Rs. 500/-		

Certified that this tender document contains total No. of 42 pages.

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Dated: 19 /11/2020

भारत सरकार  
केन्द्रीय जल आयोग  
मध्य गंगा मंडल-2  
लखनऊ

For and on behalf of the President of India, Executive Engineer (EE), Middle Ganga Division-2, Central Water Commission, Kendriya Bhawan, Lucknow invites online e-Tenders comprising of Technical and Financial bids from experienced and eligible Agencies for the work "Outsourcing of services for plying of CWC boat by OB Engine with fuel, OB Engine Driver, Assistant Driver and one helper for Hydrological Observation including safety & routine maintenance of CWC Boat at 10 Nos. sites under Middle Ganga Division-2, CWC, Lucknow and 02 Nos. sites (Services of OB Engine with fuel is not required at 01 no Site) under Himalayan Ganga Division, Dehradun"

1. Name of work: "Outsourcing of services for plying of CWC boat by OB Engine with fuel, OB Engine Driver, Assistant Driver and one helper for Hydrological Observation including safety & routine maintenance of CWC Boat at 10 Nos. Sites under Middle Ganga Division-2, CWC, Lucknow and 02 Nos. sites (Services of OB Engine with fuel is not required at 01 no Site) under Himalayan Ganga Division, Dehradun.
2. Duration of work: 01.12.2020 to 31.03.2021(04 months)
3. Estimated cost of work: Rs. 31,31,345/-
4. Earnest Money: ₹ 62,627/-
5. Performance Guarantee: Rs. 1,56,567/-
6. Cost of Tender Document: Rs 500/-

2. Schedule of e-Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	23 / 11 /2020 at 1700 hrs.
TENDER FORM AVAILABLE ONLINE FROM	23 /11/ 2020 at 1700 hrs.
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	03/ 12/ 2020 at 1500 hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	03 / 12 / 2020 at 1700 hrs.
DATE AND TIME OF OPENING OF BIDS	04 /12 / 2020 at 1730 hrs.
DURATION OF WORK	01/12/2020 to 31/03/2021
PLACE OF OPENING OF BIDS	O/o Executive Engineer, Middle Ganga Division-2, 2 <sup>nd</sup> Floor, Hall No. 03, Kendriya Bhawan, Sector-H, Aliganj, Lucknow.
PRICE OF TENDER DOCUMENT:	Rs. 500/-

3. Tender can be downloaded from website [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.nic.in](http://www.cwc.nic.in) from 23/11/2020 (1700 hrs) to 03/12/2020 (1500 hrs), but tender will be opened only after following payment is made:-
  - (i) **Rs. 500/-** as cost of tender through A/C payee Demand Draft (Non-Refundable) drawn on any schedule bank in favor of the Executive Engineer, MGD-2, CWC payable at Lucknow.
  - (ii) **Rs.62,627/-** as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft (Refundable) drawn on any schedule bank in favor of the Executive Engineer, MGD-2, CWC payable at Lucknow.
  - (iii) The cost of tender and Earnest Money Deposit (EMD) have to be submitted before due date and time of opening of tender.
4. The tender forms complete in all respects should be submitted online only by 1700 hrs on 03/12/2020 Offline submission of tender is not permitted.
5. The Technical bid of the tender will be opened online at **04/12/2020 at 1730 hrs** in presence of the tenderers who wish to see the online opening of tender or through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.
6. The NIT and tender can be downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.cwc.gov.in](http://www.cwc.gov.in). However, in order to be able to participate in the tender it is mandatory to download official copy of tender from [www.eprocure.gov.in](http://www.eprocure.gov.in).
7. Bids shall be accepted through e-procurement only at e-tendering portal of CPP [www.eprocure.gov.in](http://www.eprocure.gov.in).
8. The Invitation to e-tender is subject to fulfilment of instructions and conditions as per schedules below:

- Chapter- 1: Instruction to bidders
- Chapter -2: Activities schedule and other requirements
- Chapter -3: Conditions of Contract
- Chapter -4: Schedule of Requirement
- Chapter -5: Technical & Financial Bid
- Chapter-6: Contract Form
- Chapter -7: Other Standard Form



Executive Engineer  
Middle Ganga Division-2  
Central Water Commission Lucknow

Tel No.05222-2332524

Fax No. 0522-2325526

Email: [eemgd2-cwc@nic.in](mailto:eemgd2-cwc@nic.in)

**प्रतिलिपि:**

1. अधीक्षण अभियंता )समन्वय( ऊपरी गंगा बेसिन संगठन केन्द्रीय जल आयोग, लखनऊ।
2. अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, केन्द्रीय जल आयोग, देहरादून।
3. लेखा शाखा, मध्य गंगा मण्डल-द्वितीय, केन्द्रीय जल आयोग, लखनऊ।
4. सूचना पट्ट, मध्य गंगा मण्डल-द्वितीय, केन्द्रीय जल आयोग, लखनऊ।
5. केन्द्रीय सार्वजनिक खरीद पोर्टल [www.eprocure.gov.in](http://www.eprocure.gov.in)
6. केन्द्रीय जल आयोग का वेबपोर्टल [www.cwc.gov.in](http://www.cwc.gov.in)

## 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 (and stretch of rivers) mentioned in the tender document 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, he may raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing before and during the pre-bid meeting. 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.

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 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 is permissible in the tender. If a tenderer does not explicitly agree with the payment terms, the tender shall be rejected for non-responsiveness.
- (xi) The words 'bid' and 'bidding' have been used interchangeably with the words 'tender' and 'tendering' respectively.
- (xii) The words 'Tenderer' and 'Agency' have been used interchangeably.
- (xiii) Bids shall be submitted online only at CPP portal website URL <https://www.eprocure.gov.in>. 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 CPP portal. The tender notice and tender are also available at [www.cwc.gov.in](http://www.cwc.gov.in).
- (xiv) Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and [www.cwc.gov.in](http://www.cwc.gov.in) shall not tamper/modify the tender form including downloaded price bid (BOQ) template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

- (xv) Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in> and CWC website [www.cwc.gov.in](http://www.cwc.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:
- The technical bid and financial bid submitted by the tenderer online;
  - Tender document
  - Amendment to the tender document;
  - Post tender opening Correspondences both online and offline; and
  - 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 as per the tender document:
- Signed and scanned copy of work orders and experience certificates of similar works in each of the last three Financial Years ie. FY: 2017-18, 2018-19, 2019-20. "Similar works means providing the services to related to running of boats".
  - Signed and scanned copy of PAN and Tender Acceptance Letter (Form 3 chapter 7).
  - Signed and scanned copy of previous three Financial Years (2017-18, 2018-19, 2019-20) Income-tax return (ITR) filed /GST No./Affidavit of partnership firm/ Pvt. Ltd.
  - Signed and scanned copy of audited Balance sheet of last three years (2017-18, 2018-19, 2019-20).
  - Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
  - Bank Account details.
  - Authority to seek references from the bidder's bankers.
  - Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount
  - Self certified declaration of not been blacklisted by any Central/ State Govt. / PSU
  - Any other document in support of the Bid.
- (ii) Before opening of tender, the Agency/Tenderer are required to furnish following at the office of EE, MGD-2, CWC, Lucknow:
- Cost of the tender amounting to Rs. 500/-
  - EMD of Rs. 62627 /-
- (iii) The following documents are to be furnished **online in the financial bid** part by the Agency :-
- BOQ in excel format uploaded online on CPP Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)).

## 3. Qualification/Eligibility Criteria for the Tenderers:

- The Agency should be registered in India with permanent office in India.
- The bidder should have GST No./PAN/Aadhaar No.
- Joint Ventures (JV) shall submit its full details;
- The Agency should not have been blacklisted by any authority. **A declaration to the effect should be furnished;**

- v). Experience of having successfully completed any similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:
- a. Three similar completed works costing not less than the amount equal to 40% of the annual estimated cost.
- Or
- b. Two similar completed works costing not less than the amount equal to 50% of the annual estimated cost.
- Or
- c. One similar completed work costing not less than the amount equal to 80% of the annual estimated cost.
- 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 in Central/ State Govt./ PSU during the last three years, ending 31<sup>st</sup> March 2020, should be at least **Rs. 10,00,000** (Rupees ten Lakh Only). Any work orders issued by Central/ State Govt./ PSU/Private along with satisfactory performance certificates have to be enclosed.
- 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 ending 31<sup>st</sup> March 2020;

- iii). Copies of work orders along with satisfactory performance certificates in similar work for each of the last three years (FY: 2017-18, 2018-19, 2019-20) 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). Audited financial statements for the last three financial years FY: 2017-18, 2018-19 & 2019-20 (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- v). Bank Account details;
- vi). Authority to seek references from the bidder's bankers;
- vii). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount; and

**5. Site Visit:**

The bidder, at the bidder's own responsibility is encouraged to visit at their own cost and examine the site location 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 tender**

Tender shall remain valid for 90(ninety) 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. Restrictions regarding Personnel Deployed:**

The Agency shall be liable for all kinds of dues payable in respect of all personnel provided for services under the contract and the Procuring Entity shall not be liable for any dues for availing the services of the personnel. The Agency shall ensure that a valid identity proof of personnel deployed is submitted to CWC (such as Passport/PAN Card/Aadhar Card/Election Card/Ration Card/Driving License etc).

**8. Workmen Safety and Insurance:**

The tenderer, while executing the work shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed for on the boats. The tenderer 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 indemnify-ed 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.

**9. Filling up the Technical and Financial Bid by the Bidders:**

The Bidder should fill Technical and Financial bids (BOQ) both as described in Chapter 5. In the financial bids as per activity schedule described in chapter 2, the Agency should quote for all locations of H.O sites. GST should be shown separately in the financial bid.

**10. Tender Security and Performance Security**

**i. Earnest Money Deposit (EMD):-**

EMD shall be deposited in the form of Crossed Demand Draft in favor of Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow payable at Lucknow 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 up to 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 07 days of the issue of the notification for award of the contract; or
  - (ii) To furnish the specified performance security.
- c. 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 signing of contract by successful tenderer. EMD of the successful tenderer should be returned, without any interest whatsoever after receipt of performance security.

**ii. Performance Security**

The successful bidder shall furnish performance security deposit at the rate of 5% of the contract value within 07 days after issue of letter of Acceptance 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 discharged by the Executive Engineer, Middle Ganga Division-II, CWC, Lucknow and returned to the contractor after releasing of full and final bill and no dues/no claim certificate submitted by the contractor. In case the contract is further extended on monthly basis, a sum equal to 5% of contract value for balance period of contract shall be deposited within 10 days after receiving a letter of extension of contract from Executive Engineer, MGD-2, CWC, Lucknow.

Performance security may be furnished in the form of account payee Demand Draft in favor of Executive Engineer, Middle Ganga Division-2, CWC, Lucknow, payable at Lucknow 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.

#### **11. 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 Bidders
- (iii) Activity Schedule & Other Requirements.
- (iv) Conditions of Contract
- (v) Schedule of Requirements
- (vi) Technical & Financial bids
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/Bid Security(EMD).

#### **12. Tendering Process**

##### **i. Marking and submission of tenders:**

- a. The tender shall be submitted online only.
- b. The tenderers should submit both "Technical bid" and "Financial Bid (BOQ)" online. The EMD along with tender fee must reach office of Executive Engineer before date and time of opening of online bid. Tender of bidder whose EMD and tender fee does not reach in time will not be opened online and will be archived.
- c. Tenders must be submitted by the bidder online no later than the time and date specified in the NIT.
- d. Intending tenderers are advised to visit again CWC website [www.cwc.gov.in](http://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.
- e. 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.
- f. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of tender and opening will be carried out on the date and time as notified by the purchaser. The necessary corrigendum shall be issued in this regard by the purchaser.

##### **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) and tender fee shall be archived and will not be opened.

Financial Bids in the form of BOQ, 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**

- a. Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes including GST and transportation charges etc.
- b. The prices should be given as per the format given in price schedule (BOQ).
- c. All prices should be in Indian Rupee.
- d. Prices for each item shall be furnished as per price schedule in BOQ.
- e. The tenderer should quote for all the items mentioned in the BOQ. The tenders not quoting for all the items shall be rejected. The tender for the hiring of service for Plying of Boats shall remain open for acceptance for a period of 90 (ninety) 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 earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the services.

**iv. 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.

**13. Bid Data sheet**

**A: GENERAL**

- i. Name and address of the purchaser: Executive Engineer Middle Ganga Division-2, Central Water Commission, 2<sup>nd</sup> Floor, Hall-3, Kendriya Bhawan, Sec-H, Aliganj, Lucknow (Up)-226024.
- ii. E-Tender number: As specified in tender document
- iii. Qualification requirements:- As specified in tender document

**B: PRE-BID MEETING**

Pre bid meeting: The bidder's designated representative may be invited to attend a pre bid meeting which may take place as per details given below:

**25/11/2020 at 1130 hrs** at O/o Executive Engineer, Middle Ganga Division-2, Central Water Commission, Hall No 3, 2<sup>nd</sup> Floor, Kendriya Bhawan, Lucknow- 226016.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Bidders who are not able to join pre-bid meeting may raise their queries through email also before the date of pre-bid meeting.

**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 NIC [www.eprocure.gov.in](http://www.eprocure.gov.in) shall be accepted. No offline bid shall be acceptable.
- ii). Last date and time for bid submission is 03/12/2020 till 1700 hrs

**E: BID OPENING AND EVALUATION**

The Technical bid of the tender will be opened online at 1730 hrs on 04/12/2020 in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids (BOQ) will be intimated later.

**F: VARIATION IN QUANTITY OF SITES**

Percentage of quantity 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.

**14. Special instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal:**

- i. Bidder should do Online Enrolment in this Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/ IDRBT/ MtnTrustline/ Safe Scrypt/TCS. Bidder then logs into the portal giving user id / password chosen during enrollment.
- ii. The e-token that is registered should be used by the bidder and should not be misused by others. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- iii. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- iv. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- v. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- vi. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- vii. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- viii. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

- ix. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- x. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- xi. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- xii. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- xiii. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- xiv. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- xv. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- xvi. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- xvii. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- xviii. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- xix. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- xx. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- xxi. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- xxii. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

- xxiii. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).



## Chapter 2. Activity Schedule and Other Requirements

### 15. Description of Service:

i) *Description of service:* CWC has more than 1600 Hydrological Observation (H.O) sites on rivers in India. Hydro-meteorological observation is carried out at these H.O sites for gauge & discharge, and sample collection of silt and water quality including other meteorological parameters by Boat using Current-meter or ADCP etc. Services required for plying of CWC boats during Hydrological Observation include O.B. Engine with Fuel, OBE Driver & Assistant Driver and one helper for safety & routine maintenance of CWC boat at 10 nos. sites under Middle Ganga Division-2, CWC, Lucknow and 2 nos. sites (Services of OB Engine with fuel is not required at 01 no site) under Himalyan Ganga Division, CWC, Dehradun as mentioned at Chapter 4 "Schedule of Requirements".

ii) Background of the Organization and the Project:

*Background of Organization-* Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development.

Project- The Scheme "Development of Water Resources Information System (DWRIS)" is a Central Sector Scheme of the Ministry of Jal Shakti, Department of Water Resources, River Development & Ganga Rejuvenation (MOWR, RD & GR), Govt. of India being implemented by Central Water Commission (CWC). The rationale of such an ambitious scheme has coherence with the National Water Policy-2012, which states that "appropriate institutional arrangements for each river basin should be developed to collect and collate all data on regular basis with regard to rainfall, river flows, area irrigated by crops and by source, utilizations for various uses by both surface and ground water and to publish water accounts on ten daily basis every year for each river basin with appropriate water budgets and water accounts based on the hydrologic balances".

iii) Purpose/Objectives of the Assignment: In order to carryout Hydrological Observation at designated H.O sites, outsourcing of services for plying of boat by O.B. Engine with Fuel, OBE Driver & Assistant Driver and one helper for safety & routine maintenance of CWC boat are required to help officials of CWC in discharge observation.

The mission of CWC is to promote integrated and sustainable development and management of India's Water Resources. The very first step in managing the water resources is to measure the resource i.e. water availability at different places and on different point of time. The data collected from these H.O stations will act as basic input in developing mathematical models for flood forecasting, design of water retaining structures, water resources assessment, basin management resolving inter- state issues etc.

The brief of work for which services for plying of boats are required is given below.

A. Hydrological data:

- a. The discharge observation will be done at sites by CWC Staff as specified in the Tender document on all working days (maximum 26 days in a month) from 08:00 Hrs onwards by any of the methods like by Boat using Current-meter or ADCP etc.
- b. Sample collection for silt analysis will be done on all working days by CWC staff along with discharge observation for GDS type of sites during the time of discharge observation.
- c. The agency shall be responsible for providing services of plying of boat with required capacity of OBE Engine (not less than 40 HP) with fuel and OBE driver, assistant driver at the time of Discharge observation and silt sample collection at all mentioned sites except 01 site under HGD, Dehradun where services of OB Engine with fuel is not required. The agency shall also provide service of one helper for safety & routine maintenance of CWC boat at all mentioned sites.
- d. The observation of discharge and silt has to be done on all working days.
- e. The agency shall be responsible for safety & routine maintenance of boats of CWC during the contract period.

**16. Activity Schedule:**

The tentative time required for doing the above mentioned work given as :-

<b>1. Hydrological Observations</b>	
Discharge observation and silt sample collection - by Boat – once in a day	Out Board Engine (Not less than 40 HP) with fuel and OBE drivers (driver & assistant driver) for approx 4hrs starting at 8.00 Hrs. in the morning on all working days.
<b>2. Safety &amp; Routine Maintenance of CWC Boats</b>	
Safety & Routine maintenance of CWC Boats	daily for full month

**Note:** Vendor shall provide Services as per the activity schedule. However under some conditions like (flood/river dry/administrative reasons) when Hydrological Observation is not possible/ not carried out by concerned staff at site/s for some days then service of safety & routine maintenance of CWC boats shall be provided by the vendor during that period. Payment of actual service/s rendered during this period shall be made (on pro-rata basis) as per chapter 2 clause 15(A).

**17. Essential Equipment:**

Boat shall be provided by the purchaser and other services like OB Engine (not less than 40 HP) with Fuel and OBE driver, assistant driver and one helper for safety & routine maintenance of CWC boats will be provided by the agency.

**18. The statutory and contractual obligations to be complied with by the contractor:**

- a. The Agency will abide by the job safety, insurance, prevalent 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 Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- b. The Agency 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 Agency is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.

- d. The Agency whose tender is accepted, will be required to furnish:-
  - i. Performance security
  - ii. GST No.
  - iii. Photo copy of company registration certificate in India with permission to operate in Uttar Pradesh/Uttarakhand.
  - iv. Photo copy of PAN Card
  - v. Photo copy of Aadhaar No.
  - vi. Any other document required by purchaser.
  
- e. To abide by all the clauses as mentioned in the tender document.

**19. Services & Facilities to be provided by the Procuring Entity and respective obligations of the Procuring Entity and Agency:**

- a. The purchaser will ensure accuracy of all information.
- b. The purchaser will ensure the availability of sites for the work.
- c. The purchaser will provide all equipments including boat and related to discharge observation & silt sampling.

## **Chapter 3. Conditions of Contract**

### **20. 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.

**EE, MGD-2, CWC**, means Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow under jurisdiction of Hydrological Observation Circle, Central Water Commission, Dehradun

**Contract** means the agreement reached by the Purchaser and the Agency 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 Agency 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.

**Purchaser:** The President of India through the Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow

**Agency:** The Agency is the Agency of the successful tenderer with whom the purchaser enters into a contract for the supply of services detailed in this document.

**The Execution Period** is the period during which the Agency 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.

**BOQ:** It is the **Bill of Quantities** in excel format to be downloaded by the bidders from [www.eprocure.gov.in](http://www.eprocure.gov.in) and uploaded after filling the rates for specified items against the financial bid.

**e-procurement:** e-procurement 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 NIC ([www.eprocure.gov.in](http://www.eprocure.gov.in)).

**Hydrological Observation:** means observation of Discharge, Silt and Water Quality at river sites.

**O.B Engine (40 HP):** means Out Board Engine having rated capacity of 40 Horse Power

### **21. 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.

## **22. 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.

## **23. Duration of contract:**

- i. The period of operation of the contract in the F.Y 2020-21 shall be from 01/12/2020 to 31/03/2021. The duration of contract may be altered/modified by the purchaser as per the requirement.
- ii. The contract may be further extended up to 1 years after the completion based on the performance of Vendor and after receiving the approval of competent authority.

## **24. Programme of services:**

The services will have to be started by the Agency/agencies as & when the sites are made available by the purchaser at the locations as identified in the Chapter 4. The payment for the same will be made as per the actual period of deployment.

## **25. General Condition of Contract:**

- 1) The Agency 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 Agency in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2) 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.
- 3) The Agency 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.
- 4) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India/ State Governments.
- 5) Incomplete tenders/tenders without specified EMD and cost of tender shall be rejected.
- 6) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 7) The Firms shall be registered in India with permanent office in India.
- 8) Conditional Tenders will be summarily rejected.
- 9) The Agency should have an experience in proving similar services in last three years having average annual turnover Rs. **10,00,000/- (Rupees Ten Lakhs Only)**.
- 10) 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 be rejected.
- 11) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to canvassing will be liable to rejection.

- 12) 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 and river location, 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 tenderer shall be deemed to have full knowledge of the site and river 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.
- 13) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of NIC [www.eprocure.gov.in](http://www.eprocure.gov.in)
- 14) Bidding only through e-procurement web portal of NIC ([www.eprocure.gov.in](http://www.eprocure.gov.in)) is acceptable under this contract.
- 15) This office shall not be liable for any financial or any other loss occur to bidder for bidding through NIC CPP portal due to any technical or administrative or any other reasons.
- 16) 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.
- 17) Upon opening technical bid, in case if the tenderer not submitted their credentials and necessary required documents, suitable time will be given for submission of documents. In case if the parties are failed to submit within the above specified time, their bid be summarily rejected.

**26. Special Conditions of Contract:**

- 1) The Agency shall provide all services for plying of Boat in taking hydrological observations being carried out by CWC. The hydrological observation at river sites will be taken by CWC Staff.
- 2) It is not allowed by the Tenderer to bid in Piece meal manner. Tenderer has to bid for all given HO sites in Chapter-4.
- 3) Monsoon period starts from 1st June and remain operational till 31st October. The agency will have to deploy the required manpower/provide services for plying of Boat as and when the sites are made available by the purchaser. The payment for the services will be made as per the actual services provided.
- 4) The department will provide the Boat and skilled staff/site -in -charge for taking of discharge silt observation at sites. and
- 5) JE/Site-in charge/outsourced supervisor from CWC will supervise the staff of the Agency. The Agency will provide all service for plying of Boat in taking hydrological observations of rivers at particular site.
- 6) The age of the deployed person should not be less than 21 years. The deployed person should be able to ply the boat and should have a valid licence. He shall be able to read and write in Hindi/ English and shall have good swimming skill.
- 7) Any change in the staff by the Agency shall be made with the consultation of officer in-charge of CWC.
- 8) CWC will not provide any residential facility to the Agency.

- 9) Transportation and accommodation arrangements of staff will be made by Agency at its own cost. The Agency shall be responsible of safety of its own staff.
- 10) CWC will provide necessary equipments required for hydrological observations other than OB engine. The safety of equipment during observation will be the responsibility of Agency.
- 11) The number of sites 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.
- 12) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- 13) The Agency has to withdraw such staff who are not found suitable by the office-in charge for any reasons immediately on receipt of such a request.
- 14) The Agency's person shall not claim any benefit/compensation/absorption/regularization of services in CWC 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 Agency to this Department.
- 15) The Agency'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.
- 16) The Agency 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.
- 17) The Agency shall be contactable at all times and messages sent by phone/e-mail/fax/special messenger from CWC office shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
- 18) 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 Agency.
- 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 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) No payment will be made to the contractor for the period of unavailability of services.
- 21) 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.
- 22) After the finalization of contract, the service provider will mandatorily notify the official email ID for all further correspondences and also inform regarding the contact persons responsible for official communication on behalf of the bidder.
- 23) The service provider shall be responsible for the safety and security of the Boat, provided by the department. If Boat theft or damaged by the staff provided by the service provider, the charge will be recovered from the agency. For this purpose an indemnity bond has to be signed and furnished by the agency.
- 24) 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 payment towards service.
- 25) The personnel may be called on for duty on his/her weekly rest and other gazetted holidays, if required.
  - 26) Escalation clause will not be accepted on any grounds during the period the contract is in force.
  - 27) If at any stage, the agency is found to be involved in any unfair/ fraudulent practices or nonpayment of due amount as per rule to the Services and on verification by the purchaser, if any such allegation is found to be true, the contract may be terminated at the discretion of the purchaser and the agency will be blacklisted. Any such due payment would be deducted from the running/final bill or performance security of the agency and would be paid to the concerned deployed persons.
  - 28) Any dispute arising out of the contract shall be settled within the jurisdiction of Lucknow in case of sites of MGD-II, Lucknow and within the jurisdiction of Dehradun in case of sites under HGD, Dehradun.
  - 29) The safe upkeep of the boat provided by the department and OB Engine provided by Agency at site will be the sole responsibility of the Vendor. Any loss due to willful damage/missing items will be recovered from performance guarantee.
  - 30) The staff to be deputed by the Agency preferably should have skills of swimming in river.
  - 31) The staff to be deputed by the Agency shall be physically and mentally fit.

**27. Penalty:**

- a) In case the supplier is unable to provide services of plying of Boat for hydrological observation, alternate arrangement will be made by the site-in-charge at the cost of Agency.
- 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.  
A penalty of Rs. 500/- per day would be imposed in addition to deduction of proportionate service charges for the day(s), if agency is not able to provide services to CWC. The penalty for initial 2(two) days may be waived off by Executive Engineer on genuine justification provided by the agency.
- c) In case the Contractor is unable to provide Services of Plying of Boat for 30 days at any site/location, the Performance Security may be forfeited. In case of any dispute, the decision of Engineer in Charge will be final and binding.

**28. 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.

**29. Contract Price:**

- a. Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account.
- b. The prices should be given as per the format given in the BOQ uploaded.
- c. Taxes as applicable shall be payable.

**30. Terms of Payment:**

- i. The service provider will submit the bill in duplicate in respect of a particular month by 15<sup>th</sup> of Next month to respective Executive Engineer, CWC for their sites. The payment will be released after submission of claim, complete in all respects such as dated Acquaintance roll, after receiving satisfactory certificate in regarding of services for the particular month certified by Sub divisional Engineer, certificate given by the Officer-in-charge regarding attendance and safety & routine maintenance of CWC Boat. Tax if any shall be deducted at source as per the relevant Act.
- ii. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the Executive Engineer, Middle Ganga Division-2, CWC, Lucknow/ Executive Engineer, Himalayan Ganga Division, CWC, Dehradun from every payment made under this contract.
- iii. The payment to the agency will be made through e-payment mode.
- iv. Deduction of GST will be done as per existing Govt of India rules.
- v. Payments to the service provider would be strictly on the basis of certification by the officer to whom the personnel are functionally reporting that his services are satisfactory as per the bill referred by the service provider.

**31. Taxes and Duties:**

GST/TDS shall be deducted at source as per the prevailing Government rules from time to time. GST will be reimbursed to agency after producing necessary certificate of deposit of GST.

**32. Advances:**

No advance payment will be made by the Purchaser.

**33. Release of Claims:**

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

**34. 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 CWC against all claims or liabilities arising from the action of violation of all such laws.
- c. The resultant contract will be interpreted under Indian laws.

**35. 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 Agency. The Agency 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 Agency's Default*

- I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
  - i. If the Agency becomes bankrupt or insolvent
  - ii. If the Agency has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
  - iii. If the Agency neglects its obligations under this contract.
  - iv. If the Agency 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 Agency to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

*c. Termination by Agency*

The Agency can terminate the contract with 30 days' notice only in case:

- i). The Agency is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.
- ii). If the Agency fails to give one month's notice in writing for termination of the Agreement then one month's average payment and any amount due to the Agency from the office shall be forfeited.

*d. On every termination*

- I. The Agency 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 Agency. The decision of the purchaser shall be final in this respect.

**36. 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 Agency shall not be liable for liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**37. Notices:**

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speeds 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.

**38. Disputes:**

The decision of the Purchaser shall be final regarding the quality of support services provided by the Agency, the other aspects arising shall only be referred as Disputes. The Agency 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).

**39. 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.

**40. Qualification of Personnel deployed by contractor for Plying of Boat**

Sl. No.	Type of Qualification	Requirement
1.	Educational	Read and Write Hindi/ English, Understanding of Numerals.
2.	Physical	Shall be physically fit to carry 20 to 30 Kg weight.
3.	Mental	Shall be mentally sound to understand and carry out works assigned
4.	Medical	Shall be medically fit.
5.	Necessary	Swimming Skill
6.	Certificate	Should have valid driving license/ certificate for running of boat issued by concerned authority

## Chapter 4. Schedule of Requirements

Outsourcing of Services for Plying of CWC Boats by O.B. Engine with fuel, OB Engine Driver, Assistant Driver and one helper for Hydrological Observation including safety & routine maintenance of CWC boats at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow and 02 nos sites (Services of OB Engine with fuel not required at 01 no Site) under HGD, Dehradun as mentioned below:

### List of H.O Sites

S.No	Site	Sub Division	State	District	River	Type Of Site
<b>A. Hydrological Observation Sites under Middle Ganga Division-2, Lucknow</b>						
1	Garhmukteshwar	MGUR Sub-Division, Moradabad	U.P.	Hapur	Ganga	GDSQ
2	Anupshahar		U.P.	Bulandshahar	Ganga	GD
3	Basantpur		U.P.	Bijnaur	Ganga	GDSQ
4	Kachhlabridge	MGLR Sub-Division, Bareilly	U.P.	Badaun	Ganga	GDSQ
5	Fatehgarh		U.P.	Farrukhabad	Ganga	GDSQ
6	Bareilly		U.P.	Bareilly	Ramganga	GDSQ
7	Dabri		U.P.	Shahjahanpur	Ramganga	GDSQ
8	Ankinghat	MGSD Sub-Division, Kanpur	U.P.	Kanpur Dehat	Ganga	GDSQ
9	Kanpur		U.P.	Kanpur Nagar	Ganga	GDSQ
10	Bhitaure		U.P.	Fatehpur	Ganga	GDSQ
<b>B. Hydrological Observation Sites under Himalayan Ganga Division, Dehradun</b>						
1	Haridwar	UGSD, Haridwar	Uttarakhand	Haridwar	Ganga	GDSQ
2	Rishikesh*	UGSD, Haridwar	Uttarakhand	Dehradun	Ganga	GDSQ

\*Services of OBE Driver, Assistant Driver and one helper are required at Rishikesh (GDSQ) site.

## Chapter 5. Technical and Financial Bids

### Technical Bid

Name of Work: Outsourcing of Services for Plying of CWC Boats by O.B. Engine with fuel, OB Engine Driver, Assistant Driver and one helper for Hydrological Observation including safety & routine maintenance of CWC boats at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow and 02 Nos. sites (Services of OB Engine with fuel not required at 01 no Site) under HGD, Dehradun.

Name of Division: Middle Ganga Division-2, Central Water Commission, Lucknow

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

S.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/ Number (copy to be enclosed)	
6.	Aadhar No.	
7.	Goods and Service Tax Registration Number (copy to be enclosed)	
8.	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)	
9.	Length of experience in the field, if any	
10.	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)	
11.	Whether Agency profile is attached?	
12.	Financial turnover of the tendering company/firm/Agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	

The bidder shall also provide following in technical proposals:

- A: The Agency's Bid Cover Letter (including eligibility, following Code of Integrity in Public Procurement - CIPP);
- B: Power of attorney if any;
- C: Qualification Information with enclosures;
- D: Write up on Bidder's Organisation, confirmation of compliance with (or deviations from) Description of Services, Activity Schedule, Statutory Obligation and Facilities to be provided by the Procuring Entity, Statutory and Contractual requirements, Respective obligations of Procuring Entity and the Agency, Contract For, GCC and SCC; etc. and
- E: Enclosures: Cost of Bid/Bid Processing Fee/Bid Security.

Signature of the bidder with seal



**BLANK**



**FINANCIAL BID**

(To be furnished online in the form of BOQ only.  
Offline bids are not acceptable under this contract)

Item Rate BOQ									
Tender Inviting Authority: EXECUTIVE ENGINEER, MIDDLE GANGA DIVISION-2, CWC, LUCKNOW.									
Name of Work: OUTSOURCING OF SERVICES FOR PLYING OF CWC BOAT BY OB ENGINE WITH FUEL, OB ENGINE DRIVER, ASSISTANT DRIVER AND ONE HELPER. FOR HYDROLOGICAL OBSERVATION INCLUDING SAFETY & ROUTINE MAINTENANCE OF CWC BOAT AT 10 NOS. SITES UNDER MIDDLE GANGA DIVISION-2, CWC, LUCKNOW AND 02 NOS. SITES (SERVICES OF OB ENGINE WITH FUEL NOT REQUIRED AT 01 NO. SITE ) UNDER HIMALYAN GANGA DIVISION, DEHRADUN									
Duration of Work: 4 MONTHS i.e 01.12.2020 to 31.03.2021									
Contract No:HTL/9-1101(21)/2/2020-MGD-# Date: 19.11.2020									
Name of the Bidder/ Bidding Firm / Company :									
PRICE SCHEDULE									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
Sl. No.	Item Description	Quantity (No. of Siles)	Quoted Currency in INR / Other Currency	Total Monthly Unit Rate (Excluding GST) in Figures	Monthly Subtotal (Rs)	Total Amount Excluding GST for 4 months (Rs)	GST@18% (RS)	TOTAL AMOUNT With Taxes (Rs)	TOTAL AMOUNT in Words (Inclusive of all Taxes)
1		4	12	13	13	30	21	54	55
1	Hiring Services of OBE drivers (driver and assistant driver) for 4 hours in a day for hydrological observation for all working day and one helper for safety & routine maintenance of CWC Boats	12	INR		0.0000	0.0000	0.0000	0.00	INR Zero Only
2	Hiring Services of OB engine with fuel (Minimum 40 HP) for 4 hours in a day for hydrological observation for all working day	11	INR		0.0000	0.0000	0.0000	0.00	INR Zero Only
Total in Figures								0.00	INR Zero Only
Quoted Rate in Words								INR Zero Only	

## Chapter 6. Contract Form

### CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Middle Ganga Division-2, Central Water Commission,Lucknow (Name of purchaser) (hereinafter "the Purchaser") of one part and ..... (Name of Agency) of..... (City and Country of Agency) (hereinafter called "the Agency") of the other part:

WHEREAS the Purchaser invited Tender for certain services, viz **Outsourcing of Services for Plying of CWC Boats by O.B. Engine with fuel, OB Engine Driver, Assistant Driver and one helper for Hydrological Observation including safety & routine maintenance of CWC boats at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow and 02 Nos. sites (Services of OB Engine with fuel not required at 01 no Site) under HGD, Dehradun** and has accepted a Tender by the Agency 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 Agency as hereinafter mentioned, the Agency 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 Agency 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 Agency are as under :

Brief description of Work	Amount in Rs.	
	in figures	in words
<b>Outsourcing of Services for Plying of CWC Boats by O.B. Engine with fuel, OB Engine Driver, Assistant Driver and one helper for Hydrological Observation including safety &amp; routine maintenance of CWC boats at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow and 02 nos sites (Services of OB Engine with fuel not required at 01 no Site) under HGD, Dehradun</b>		

TOTAL VALUE:

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. Signed, Sealed and Delivered by the said..... ..... (For the Purchaser) in the presence of: .....	Signed, Sealed and Delivered by the said..... ..... (For the Agency) in the presence of: .....
--	---

Chapter 7. 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 ..... (herein after 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 of .....20.....

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 up to 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  
Middle Ganga Division- II,  
CWC, Lucknow

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Services: - **Outsourcing of Services for Plying of CWC Boats by O.B. Engine with fuel, OB Engine Driver, Assistant Driver and one helper for Hydrological Observation including safety & routine maintenance of CWC boats at 10 Nos. H.O Sites under MGD-2, CWC, Lucknow and 02 nos sites (Services of OB Engine with fuel not required at 01 no Site) under HGD, Dehradun**

Dear Sir,

1. I / We have downloaded 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)





**Form 4:**

**INTEGRITY AGREEMENT**

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

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

**BETWEEN**

The President of India represented through **Executive Engineer, Middle Ganga Divison-2, Central Water Commission, Lucknow 'Principal/Owner'**, which expression shall unless repugnant to the meaning or context thereof include it successors and permitted assigns)

**1 AND**

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

**2 Preamble**

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

for.....(Name of work)

Herein after referred to as the "Contract".

AND WHERE AS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and off airiness/ 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 (here in after referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be reads integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

**3 Article 1: Commitment of the Principal/Owner**

1) The Principal/ Owner commit 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 processor the Contract execution.

- III. The Principal/ Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past as 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 here in mentioned or iff 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.

#### **4 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 Contractor 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 what so ever during the Tender process or during the execution of the Contract. The Bidder(s) /Contractor(s) will not enter with other Bidder(s) in to 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) /Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal /Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - 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 payment she 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 out lined 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 off acts 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 be fall upon a person, his/ her reputation or property to influence their participation in the tendering process).

## 5 Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contractor 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 under takes 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 on tract 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 Contractor terminated/ determined the Contractor 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.

## 6 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.

## **7 Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s) /Contractor(s) undertake(s) to demand from all sub contractors 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 in to Pacts on identical terms as the new it has 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.

## **8 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 contractor 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.

## **9 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.

## **10 Article 8-LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties here to 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 WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/ Owner)

.....

(For and on behalf of Bidder/ Contractor) WITNESSES:

1.....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

