

**TENDER DOCUMENT**

**FOR**

**HIRING OF EQUIPMENT FOR CANAL DISTRIBUTION SYSTEM IN NABINAGAR  
DIVISION, BIHAR OF NORTH KOEL PROJECT, BIHAR**

**ESTIMATED COST (RS. 80,88,192/- INCLUDING GST)**



**DATA SHEET**

Sr. No	Item	Details
1.	Name of work	<b>Hiring of Equipment for Canal Distribution System in Nabinagar Division, Bihar of North Koel Project, Bihar</b>
2.	Hiring period	<b>1 month</b>
3.	Estimated Cost	<b>Rs. 80,88,192/- including GST</b>
4.	Site Visit	Site visit by the agency before submitting the bids by their own is Advisable
5.	EMD	<p>EMD amounting to Rs. 1,62,000/- (Refundable) to be deposited in shape of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque/Online Payment in an acceptable form safeguarding the Procuring Entity's interest/ Bank Guarantee (including an e-Bank Guarantee) in favor of WAPCOS limited from a Nationalized / Scheduled Commercial Bank payable at Gurugram, Haryana.</p> <p><b>Account details for submission of EMD;</b>  <b>Account Number – 19350200000405</b>  <b>A/c Holder – WAPCOS Limited</b>  <b>Bank Name – Indian Overseas Bank</b>  <b>Branch name: NHB, Gurugram</b>  <b>IFSC code: IOBA0001935</b></p> <p>The proof of payment should be uploaded on GeM Portal.</p> <p>The exception of EMD for MSME shall be as per the guidelines of GEM portal.</p>
6.	Documents to be submitted by Bidder	<ol style="list-style-type: none"> <li>1. Registration Certificate of Firm</li> <li>2. Name of Owner/Partners of Firm</li> <li>3. GST Registration Certificate</li> <li>4. PAN No.</li> <li>5. Ownership proof of minimum 30% of the machinery required (minimum 3 machines)</li> </ol>
7.	Minimum machinery required to qualify	The bidder should have ownership of atleast 30% of the machinery required in its own name i.e. minimum 3 machines in this bid.
8.	Performance Guarantee	<p><b>Three Percent (3%) of the accepted Contract Value in any of the following forms;</b></p> <p>Account Payee Demand Draft/ Fixed Deposit Receipt from any Commercial Bank in India/ Online Payment in an acceptable form safeguarding the Procuring Entity's interest/ Bank Guarantee (including an e-Bank Guarantee) issued by a Nationalized/ commercial bank in India, in favour of WAPCOS Limited payable at Delhi/Gurugram.</p>

**Note:-**

**If any bidder is applying for more than one (01) tender from the Divisions, i.e., Nabinagar, Amba, Aurangabad, Madanpur, and Gaya, the following important points regarding qualification of bidders shall be applicable:**

- 1. If any bidder applies for more than one (01) Division, a combined technical evaluation shall be carried out.**

- 2. In case the bidder does not qualify in the combined evaluation, the bid shall be considered only for the number of Division(s) in which the bidder is technically qualified, as decided by the Employer.**
- 3. The Financial Bid of only the technically qualified bidders shall be opened.**

## SCOPE OF WORK

Equipment are required for Earthwork to carry out works of excavation/ cutting/ filling / surfacing/ rolling/ compaction/ loading/ unloading/ disposal of excavated earth/materials in **Distribution system of canals of North Koel project in regions/ site of Nabinagar Division in Bihar**, on hiring basis.

Hiring of following **Equipment with operator & helper including fuel, maintenance and transportation** to site in good running condition for minimum of **12 hrs/per day** to achieve targets, for 1 (one) month, which is further extendable as per the requirement and performance from the date of placing of the GeM Contract for entire contractual period or upto stipulated hours per equipment achieved as mentioned in Bid documents, whichever is earlier for specified works:

SN	Description of Equipment	Total Qty.	Number of hours per day per equipment	Nature of work
<b>1.</b>	<p>Min. 20 T capacity Hydraulic Excavator and Engine Power min. 150 HP.</p> <p>Equipment Type: Commercial registered.</p> <p>Sample Make &amp; Model: Komatsu PCC210-10MO/ CAT 320 or 323D3/ VolvoEC210D/ JCB NXT 205/ Hyundai R220LC-9s or equivalent.</p> <p>Year of Equipment model: 2021 and beyond</p> <p>Fuel Type: Diesel</p>	<b>8</b>	<b>12 Hrs</b>	Earthwork to carry out works of excavation/ cutting/ filling / surfacing/ rolling/ compaction/ loading/ unloading/ disposal of excavated earth/ materials.
<b>2.</b>	<p>Min. 20 T capacity Hydraulic Excavator and Engine Power min. 150 HP including compactor (Roller &amp; Plate) of min. 5 T capacity.</p> <p>Equipment Type: Commercial registered.</p> <p>Sample Make &amp; Model: Komatsu PCC210-10MO/ CAT 320 or 323D3/ VolvoEC210D/ JCB NXT 205/ Hyundai R220LC-9s or equivalent.</p> <p>Year of Equipment model: 2021 and beyond</p> <p>Fuel Type: Diesel</p>	<b>2</b>	<b>12 Hrs</b>	Earthwork to carry out works of surfacing/ rolling/ compaction/ of earth/ materials

**Note - The quantity mentioned above is the initial requirement and is indicative only. The numbers can increase or decrease, as per the requirement during work execution, as per the agreed rate and terms and conditions on GeM portal.**

## General Terms and Conditions

Sr. No.	Description	Terms and Conditions
1.	<b>Earnest Money Deposit (EMD) / Bid Security</b>	<p>EMD amounting to Rs. 1,62,000/- (Refundable) to be deposited in shape of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque/Online Payment in an acceptable form safeguarding the Procuring Entity's interest/ Bank Guarantee (including an e-Bank Guarantee) in favor of WAPCOS limited from a Nationalized / Scheduled Commercial Bank payable at Gurugram, Haryana.</p> <p>EMD / Bid Security will be forfeited and is liable to GST at applicable rate, if</p> <ol style="list-style-type: none"> <li>i. The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.</li> <li>ii. The Tenderer resiles from his offer during the validity period.</li> <li>iii. The tender is revoked during its validity period by the Tenderer or any other breach of the bid.</li> <li>iv. The Tenderer increases the prices unilaterally after the opening of Tender and during the validity period of the tender.</li> <li>v. Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.</li> <li>vi. The successful Tenderer fails to submit the Performance Guarantee (Security Deposit) within the period specified, if applicable.</li> <li>vii. The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.</li> </ol> <p>The EMD/ Bid Security of the successful Tenderer to whom the contract is awarded will be returned or adjusted into Security Deposit (SD) after the said Tenderer provides the Contract Performance Guarantee/ Security Deposit (SD) and signs the Contract Agreement.</p> <p>If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as specified within 30 (thirty) days after the date of issue of Letter of Award of Contract, or fails to sign the contract agreement then the EMD/ Bid Security amount will be forfeited by the Employer, without any notice or proof of damages etc.</p>
2.	<b>Equipment</b>	<ol style="list-style-type: none"> <li>i. Equipment are to be provided with all standard accessories along with valid registration certificate, Insurance and pollution certificate etc.</li> <li>ii. Vintage: Year of Equipment model: 2021 and beyond. Equipment should be in good operational condition with proper maintenance records.</li> <li>iii. Contractor shall shift the Equipment at his own arrangement from Ex-location to new location with all accessories during induction time and make functional in all respect at the exact locations intimated by site in-charge. Shifting of hired equipment shall be arranged by the contractor at his own arrangements without any extra cost.</li> </ol>

Sr. No.	Description	Terms and Conditions
		<p>iv. Trial run of the Equipment shall be the sole responsibility of contractor prior to execution of works at site. No additional payment shall be made in this respect.</p> <p>v. Operator/mechanics and spare parts and lubricants shall be provided by the contractor by his own arrangements to keep the Equipment functional during the entire hiring period.</p> <p>vi. Any damage/ theft occurring to the Equipment and accessories shall be sole responsibility of the contractor. On occurring of major damages the other functioning Equipment shall be provided by the contractor immediately without any extra cost on this account.</p> <p>vii. Operator should have valid license and well experienced. Insurance of personnel including operator and helper deployed with the equipment shall be the responsibility of bidder/ tenderer/ contractor.</p> <p>viii. Contractor shall ensure that Equipment must be available with Employer for minimum working period of 12 hours per day per equipment for the contract period of one month or extended period, if any (including day &amp; night) from the date of placing of GeM Contract for entire contractual period or upto stipulated hours per equipment achieved as mentioned in Bid documents, whichever is earlier. Equipment shall not be off-road for more than two days in a month for the purpose of maintenance.</p> <p>ix. No Equipment shall be removed from the worksite by the contractor without written approval of site incharge.</p> <p>x. In case of Bandh/Strike by Employer/Site In-charge, no idling charges will be paid extra to the contractor. No charges will be paid by Employer on non-working days, Public holidays to be observed by the contractor, for maintenance/repair of Equipment, etc.</p> <p>xi. The measurement for payment shall be done on Hours run basis for the hired Equipment as per joint log book/ Hour meter records in equipment on pro-rata basis.</p> <p>xii. Where working period extends beyond 12 hours per day per equipment (including day &amp; night), additional operator and helper shall be provided by the contractor, for which pro-rata payment shall be made, accordingly as per the joint log book/ Hour meter records.</p> <p>xiii. The hire charges are inclusive of boarding and lodging expenses for operator and helper and any other personnel involved in the operation of equipment. Nothing extra shall be paid on this account.</p> <p>xiv. During the period of hiring all tools, spare parts, mechanic, etc shall be provided by contractor. All expenditure towards</p>

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		<p>maintenance of Equipment, repair charges, cost of spare parts shall be borne by the contractor. Equipment hour meter shall be in proper working condition.</p> <p>xv. Log book shall be opened and authenticated by Employer/ Site-In-charge for daily usage. Weekly summary of log book shall be jointly signed by Employer/Site In-charge and contractor authorized representative. Equipment running/ final bill shall be prepared duly supported by log book, on weekly basis.</p> <p>xvi. At any stage, Equipment are not giving desired performance, contractor shall make necessary arrangements to change the Equipment, immediately.</p> <p>xvii. If Site In-charge feels that operator is not skilled enough to do the job, contractor without any dispute shall change the Operator, immediately.</p> <p>xviii. The contractor will take 'Comprehensive insurance' for all the Equipment at his own cost.</p> <p>xix. The contractor is fully responsible for safe material handling. If any damage happened due to negligent behavior or material handling, equivalent amount will be deducted from the contractor's pending bills or from security deposit.</p>
3.	<b>Performance Security</b>	<p><b>Three Percent (3%) of the accepted Contract Value in any of the following forms;</b></p> <p>Account Payee Demand Draft/ Fixed Deposit Receipt from any Commercial Bank in India/ Online Payment in an acceptable form safeguarding the Procuring Entity's interest/ Bank Guarantee (including an e-Bank Guarantee) issued by a Nationalized/ commercial bank in India, in favour of WAPCOS Limited payable at Delhi/Gurugram..</p> <p>Initially validity period of Performance Guarantee shall be of minimum 1 month plus Sixty days from the actual date of completion of Work or issue of completion certificate whichever is later and shall be submitted within fifteen days of the date of issue of Award Letter/LOI.</p> <p><b>The Claim Period of the said Bank Guarantee should be additional 1 Year after the validity period.</b></p>
4.	<b>Payments</b>	The payment on weekly basis shall be made upon Certification by Site-in-charge (Equipment wise, based on joint log book/hour meter records, after applicable Statuary deductions including TDS, etc.
5.	<b>GST Payment</b>	GST as applicable shall be paid on submission of proof and Bill shall be accepted only after Bill is uploaded at GST Portal. Payment shall be made subject to contractual and administrative formalities.
6.	<b>Percentage to be retained as</b>	<b>Retention/Security Amount:</b> 3% of from Weekly bills shall be deducted from all weekly Invoices which is refundable after

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	<b>Retention Security Amount</b> /	<p>completion of the work under the agreement.</p> <p><b>Refund of Retention/Security Amount:</b>            Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.</p> <p><b>Forfeiture of Retention/Security Amount:</b></p> <ol style="list-style-type: none"> <li>i. The Retention/Security Amount shall stand forfeited in favour of WAPCOS, without any further notice to the contractor in the following circumstances:</li> <li>ii. In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.</li> <li>iii. If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of Employer.</li> </ol>

## **BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS**

### **1. GENERAL**

1.1. The intending bidder shall be deemed to have visited the site/ region for familiarization before quoting of rates. The rates are to be assessed accordingly and to be quoted inclusive of all expenses mentioned the Bid.

1.2. Bids of joint venture/ Consortium - Not Allowed.

1.3. The Equipment shall necessarily have required permit/ other permits as applicable by R.T.O.

1.4. During the period of the contract, Employer can increase/ decrease the number of Equipment as per GeM portal on the same rates, items and conditions as stipulated in the same shall be obligatory and binding on contract to any such order.

1.5. The Equipment, taken on hire with the approval of the Site-in-charge(s) for regular duties under the contract shall not be changed/ replaced by the Contractor normally during currency of contract except for its being defective in which case another hired Equipment of equivalent or higher specification/ model shall be provided by the contractor. The replaced Equipment will be accepted only if it has all valid documents for which the decision of the Site-in Charge or its Authorized Representative will be considered as final.

1.6. The decision with regard to acceptance or rejection of any hired Equipment(s) offered by the contractor shall remain with the Employer and the same shall be final and binding upon the contractor.

1.7. Contractor shall ensure the compliance of Govt. of India directives issued from time to time. Refer Annexure-I which is an indicative list.

1.8. In the event of any confusion or ambiguity between GeM SLA (Service Level Agreement) conditions; Employer's Additional Terms & Conditions (ATC), then Employer's ATC shall supersede all GeM SLA conditions and shall be binding on the contractor.

### **2. GENERAL DEFINITIONS:**

2.1. "AREA OF OPERATION OF HIRED EQUIPMENT" means the areas/ places connected with activities of Employer defined in scope of work or any other place at the sole discretion of the Employer, depending upon requirement to meet the objective of the contract.

2.2. "CHARGES" Means the charges (normal duty hours) of Equipment per Hour.

2.3. "Employer" means WAPCOS Buyer, A Government Enterprises under Ministry of Jal Shakti, having its registered office at New Delhi.

2.4. "CONTRACTOR" means any proprietorship/ partnership firm to whom the contract is awarded for hire of Equipment by the Employer.

2.5. "CONTRACT" means the formal contract executed between the Employer and the contractor as a result of the subject Tender (Service Level Agreement). Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC) and Additional Terms and Conditions (ATC).

2.6. "DAY" means day starting from 0000 hrs. to 2400 hrs.

2.7. "HOUR" means an hour of sixty minutes. For the purpose of hire and/ or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full on hour.

2.8. "MONTH" means a complete calendar month of the year.

2.9. "NIGHT HALT" means overnight stay of Equipment at any place/ in any area beyond its designated reporting places.

2.10. "REPORTING PLACE OF EQUIPMENT" means any operational site of the Employer where as Equipment shall normally report for duty. The normal reporting place of Equipment shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract arises.

2.11. "SCHEDULE OF RATES" rates to be filled/ attached to this contract as per GeM.

2.12. "SEATING CAPACITY" means the number of passengers the Equipment can carry including the operator.

2.13. "SUITABLE SUBSTITUTE" means similar Equipment of equivalent or higher model not earlier than year of manufacture specified in scope of work for respective Equipment subject to acceptance by Site-in-Charge.

2.14. Equipment is required to be covered under appropriate Insurance as per MV Act and should have been paid up to date Road Tax/ Permit fees etc. as per MV Act as the case may be along with valid Registration.

2.15. Equipment permitted to be deployed on hire as per Motor Vehicle Act be offered for this purpose i.e. the Equipment which are registered for commercial use.

### **3. PERIOD OF CONTRACT:**

3.1 Contract Duration: The contract would be for a period of **01 (one) month** subjected to successful performance/ review, unless terminated earlier as per the contract. This agreed contract period shall be extended further on the same rates, terms and conditions depending upon the requirement and administrative convenience of Employer.

3.2 The contractor shall place the Equipment to the site at North Koel Project, Bihar immediately after placement of L.O.I/ Work Order. In case, contractor fails to place the prescribed Equipment within 7 days from the date of L.O.I/ Work Order, grace period of 3 more days shall be allowed for which penalty shall be imposed for non-availability as per penalty clauses within the limit of Earnest Money Deposit/ Security and other rights available under the contract.

3.3 If the Equipment is not placed even after the above allowed grace period from the date of L.O.I/ work order, then the contract may be cancelled without prejudice to the Employer right to forfeit the Earnest Money Deposit/ Security and other rights available under the contract.

3.4 The contract normally stands terminated after the expiry of the period of the contract. However, the Employer reserves its right to terminate the contract at any time. by giving notice in writing without assigning any reasons thereof. The contractor shall not be entitled for any compensation thereof.

3.5 The Requirement of Equipment proposed are tentative and may vary as per requirement of work execution in different locations mentioned in tender and Equipment and Equipment Hours will be carried forward on weekly basis after reconciliation of its use in the entire

contract period and this provision will not restrict the requirement, as and when required during the currency of contract and decision of the Site-In-Charge shall be final and binding.

**4. MINIMUM MANPOWER & EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR:**

The successful bidder shall be required to deploy minimum manpower to carry out the work as mentioned below:

<b>Equipment specification</b>	<b>Category of Operator</b>	<b>Minimum Number of Equipment staff</b>	<b>Min. Duty hrs. Per day per equipment</b>
<p>Min. 20 T capacity Hydraulic Excavator and Engine Power min. 150 HP.</p> <p>Equipment Type: Commercial registered.</p> <p>Sample Make &amp; Model: Komatsu PCC210-10MO/ CAT 320 or 323D3/ VolvoEC210D/ JCB NXT 205/ Hyundai R220LC-9s or equivalent.</p> <p>Year of Equipment model: 2021 and beyond</p> <p>Fuel Type: Diesel</p>	Highly Skilled	<p>01 Operator &amp; 01 Helper each</p> <p>(The guidelines of Overtime etc. as per labour laws shall be followed by the supplier)</p>	12 Hrs
<p>Min. 20 T capacity Hydraulic Excavator and Engine Power min. 150 HP including compactor (Roller &amp; Plate) of min. 5 T capacity.</p> <p>Equipment Type: Commercial registered.</p> <p>Sample Make &amp; Model: Komatsu PCC210-10MO/ CAT 320 or 323D3/ VolvoEC210D/ JCB NXT 205/ Hyundai R220LC-9s or equivalent.</p> <p>Year of Equipment model: 2021 and beyond</p> <p>Fuel Type: Diesel</p>	Highly Skilled	<p>01 Operator &amp; 01 Helper each</p> <p>(The guidelines of Overtime etc. as per labour laws shall be followed by the supplier)</p>	12 Hrs

4.1 In case for fulfillment of scope of work, more number of manpower is required, then same shall be deployed by the contractor at no extra cost.

4.2 Equipment to be provided with all other major components/ accessories, safety gear, good seats, glasses, tyres & stepney etc. The Equipment should be in excellent condition as per the equipment condition stated above.

4.3 Employer has the right to inspect the Equipment in details before any further processing and if the equipment condition found to be unsatisfactory, the Equipment would be rejected without assigning any reason whatsoever, such Equipment(s) has to be discontinued and replaced by similar or better specifications Equipment before the end of the contract period or extended period. Employer is the sole authority to decide on the condition of the Equipment.

4.4 The Equipment deployed must have necessary valid relevant permit for movement in Bihar/ area (around North Koel Project, Bihar) of operation as specified above.

4.5 The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired Equipment. Employer reserves the right to use its own Equipment(s) and equipment at its own convenience and discretion for the works during the currency of the Contract.

4.6 Equipment(s) deployed should be duly registered with R.T.O. under valid permit(s), all taxes paid comprehensively insured covering the risk of all passengers traveling in the Equipment. Equipment should have valid permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.

4.7 The Contractor shall ensure that Equipment(s) are kept clean and upholstery with neat seat covers duly washed/ dry-cleaned to be provided at an interval as specified by the Engineer-in-Charge.

4.8 The Contractor shall ensure that the operator of the Equipment are given “one (01) day’s off in a week” and provide alternate operator for that day. No additional payment shall be paid on this account.

4.9 For all Equipment shall be with fuel type as mentioned in the above table.

## **5. OPERATIONAL NORMS & CONDITIONS (SERVICE DETAILS AND STANDARDS):**

5.1 The contractor shall be required to deploy the Equipment conforming to specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M.V. Act/ Rules in force.

5.2 The Equipment are required to report to sites/ locations as per the direction of the Engineer-in-Charge and may be required to stay overnight on temporary duties.

5.3 Carrying out all type of daily and other Schedule Maintenances, all type of Major or Minor repairs, fuelling of Equipment, Costs on account of change/ replacement of any or Spare parts, Tyres, Battery, Lubricants, maintaining of Equipment interior as per Employer’s directive/ standards, expenditures on account of Operator salaries, their uniform, ESI and PF, etc. and also on account of obtaining and maintaining of road tax, all kind of permit, licenses, insurances and any other Govt. Taxes and levies etc. (except for which as specific clause/provision is mentioned in the Tender Form).

5.4 The Equipment shall be allowed to go out for filling of fuel. For the purpose of filling fuel in the Equipment tank max. ½ an hr will be allowed and odometer/ hrs.-m reading will be recorded in both cases e.g. when released and reported back. The contractor has to provide the Equipment(s) with tank full of fuel and sufficient money with the operator to meet with any exigency for all the notified requirements for long distances/ outstation duties. In case of failure of the Equipment en-route for want of fuel or otherwise and the accompanying operator shows his inability and the Employer’s employee/ officer or any other authorized persons utilizing the Equipment has to incur expenditure for making good the Equipment either by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day’s hire charges calculated on pro-rata basis and these amounts shall be recovered from the contractor’s bill.

5.5 Operator of the Equipment normally should not be changed during currency of contract. The contractor shall ensure that the operator(s) provided on Equipment is/ are well dressed, smart in turnout and is/ are disciplined, courteous and behave properly with the Employer’s personnel. The contractor shall withdraw such operator(s) from duties, who do not behave in a proper/ disciplined manner or who resumes work under the influence of liquor etc. The Employer’s decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such operator(s) from duty, the Equipment(s) shall not be accepted for duty and shall be considered

as Equipment(s) not provided by the contractor and penalty as applicable shall be levied. Accommodations for the Operator are contractor's responsibility only.

5.6 The contractor shall have to make his own arrangements for the stay of his staff including night halted at his own risk and cost and also for repairs and fueling etc. of the hired Equipment(s) as per requirement.

5.7 The operator/ contractor shall not carry any unauthorized passenger in the Equipment on duty hours. In case the same is detected, no payment shall be admissible for the day/ days of such occurrence. In case contractor/ operator ignores the instructions, the Equipment shall not be accepted and penalty Rs.1000/- per instance shall be imposed and in case of no improvement and corrective action, site-in-Charge shall initiate action for de-hiring/cancellation of contract.

5.8 The Contractor shall display a mark "ON DUTY" on all Equipment at his cost for making the Equipment conspicuously distinguishable from a distance. The contractor shall not display the advertisement of his or other agency on the Equipment(s) hired by the Employer.

5.9 Before and after the duty hours and on holidays, the Equipment deployed for duty shall not be used for any other purpose.

5.10 Speedometer, Kilometer Recorder, Equipment Usage meter and other instruments/ meters must be maintained at a high standard of accuracy. Any defect noticed by site-in-Charge or his authorized representatives shall be rectified forthwith by the contractor until such rectification the kilometer for such distance/ places as verified and certified by the office/ staff traveling in the Equipment shall be final and binding to the contractor for the purpose of billing etc.

5.11 The rent includes Sundays and holidays in a month. The Equipment is allowed a maximum of 02 days run only including to & fro per month for maintenance purpose. However, the contractor has to provide suitable substitute/ replacement Equipment if required during maintenance period. In case of failure, penalty would be made as per relevant clause of SLA.

5.12 Equipment shall not leave duty point for any purpose without the specific permission of the user.

5.13 Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Employer.

5.14 Contractor shall ensure that his operator refrain from smoking while driving the Equipment, be polite and well behaved and should not use any abusive language. Operator(s) also to ensure that no inflammable substances of any nature, from etc. should be carried by Equipment at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Employer's per directions of the representative(s) the Employer at the worksite.

5.15 The operator should be conversant with local language preferably having knowledge of Hindi & English.

5.16 The contractor shall maintain the Equipment in absolute good condition. If any Equipment develops defects while on duty, the contractor shall immediately replace it by a suitable substitute Equipment within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Equipment or to provide the substitute Equipment, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. The Employer makes alternative arrangement; the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by Employer in addition to deduction of day(s) payment.

5.17 In case of loan sanctioned by a financial institution, EMI should be paid on time and documentary proof of the same to be produced, when specifically asked by EIC and failure to do so contract may be terminated and in case of complain received from financial institution (or incidence of recovery during contract period), hiring of Equipment shall not be considered for complete period of contract. No Dues undertaking by the contractor in respect of timely payment to financial institutions shall be submitted while submitting the running/final bills.

## **6. EQUIPMENT DOCUMENTS:**

The Equipment should be fit in all respects for operations in accordance with the Motor Equipment Act, the rules and the laws as applicable from time to time. The Equipment(s) must be equipped with valid documents i.e. Registration Book, Taxi permit, Pollution Control Certificate, Insurance certificate, fitness certificate(s); permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/ temporary road permits or parking fees etc. If any required during and for the duty with the Employer. The responsibility of any lapse in this regard shall be that of the contractors/ Equipment owners exclusively. The Employer, its officers/ employees shall in no way be responsible for any lapse/ default of the Equipment owner/ contractor, and the Employer, its officers/ employees shall be completely indemnified and kept harmless by the contractor against such default. In case the Equipment is held up by the Police/ RTO personnel for an offence against noncompliance of law, the responsibility shall be of the contractor. If the Equipment(s) is held up by Police/ RTO/ any other agency & not being used for the Employer, penalty clause as mentioned in this tender document shall apply. Insurance means insurance for Equipment as well as operators.

## **7. RESPONSIBILITIES OF THE CONTRACTOR/SUPPLIER**

7.1 Detailed responsibilities of contractor/supplier are mentioned in the Scope of work.

7.2 Contractor has to comply with all labour laws applicable from time to time.

7.3 The contractor shall maintain all records and registers applicable from time to time as per standard. Details of Running/final Bills format to be prepared upon discussion with Employer/Site-in-charge.

7.4 The successful contractor is required to submit an undertaking form the deployed contractual labour as per Employer's format.

7.5 Prevailing statutory minimum wages BASIC + VDA + overtime wages as per Factory Act rule & Minimum wages Act + other statutory Compliances towards Social Security contributions + minimum Bonus (Under Sec.10) on pro-rata basis is to be disbursed to the operator(s)/ helper(s) of hired Equipment and to statutory authorities by the contractor on weekly basis through an E-Payment mode and through a separate Challan to statutory authorities. Wages and other statutory Compliances contributions shall be disbursed based on actual attendance at work of Employer.

7.6 Weekly payment shall be made by Employer to the contractor in subsequent week on submission acquaintance against disbursement of wages in deployed operator's bank account duly signed by operator along with copy of cheque / e-payment details/ bank's statement and through a separate Challan to statutory authorities.

7.7 Amendment in statutory compliances acts: In case of rule of statutory compliances acts is enacted, promulgated, abrogated or changed then it will be reimbursed to the contractor on actual disbursement of wages to the beneficiary and statutory authorities on submission of proof of payment to Employer.

7.8 Log book maintenance: In case of not getting the log, book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The log book must be got filled-in from user on day-to-day basis and will be checked by site in charge daily.

## **8. FOR LOSSES AND DAMAGES CAUSED BY CONTRACTOR:**

8.1 The contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to:

- a. the Services themselves or
- b. any other property of the Procuring Entity or
- c. the lives, persons, or property of others

8.2 In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

8.3 The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

## **9. ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:**

9.1 In the event of any accident or damages while the Equipment(s) is on the duty, the Employer shall be completely free from any liability of any nature connected with the accident/damage(s). Contractor himself will be fully and exclusively responsible for any damage to Equipment(s) or any personal injury to operator or any other person in the employment of the contractor, occupants of the Equipment(s) or damage to any property or person. This includes any third-party claims. However, if the damage or loss is incurred by the Employer or its employees as a result of any accident or any other reason involving the failure of the Equipment(s)/operator, Contractor shall reimburse on demand and without any compensation/damages if any sustained by the Employer on this account.

9.2 Contractors shall be solely responsible for any consequences under law, arising out of any accident caused by the Equipment(s)/equipment or the property or personnel of the Employer. Contractor shall also be responsible for any claim/ compensation arising out of such damages or injuries sustained by any third-party including loss of life, permanent injuries etc. by his/ their Equipment(s), in addition to damages/ disabilities/ death etc. caused to the employees and property of the Employer. Contractor shall reimburse on demand and without any demur the compensation/damages. If any, sustained by the Employer on this account.

9.3 Contractor himself will be responsible for any damage to the Equipment(s) or any personal injury to operator or any other person in his employment while on duty of the Employer.

9.4 The Employer shall not be responsible for any claim/ compensation that arises due to due to damages/injuries/pilferage to Contractor's Equipment/property under any circumstances while the

Equipment(s) is on duty of the Employer.

## 10. **INSURANCE:**

10.1 Equipment(s) should be fully/ comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.

10.2 Contractor shall be responsible to submit copies of insurance cover and other Documentation in respect of Equipment deployed with the Employer on the date of placement of Equipment. Contractor shall also be responsible for renewal of such insurance covers in time.

10.3 Contractor should produce necessary ESIC code before commencement of work or coverage under Workmen Compensation Act who is not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same, if applicable. Note: The premium of Workmen Compensation Insurance is not a part of quoted rates in financial bids, if applicable reimbursement of premium made by the Employer to the Contractor.

## 11. **CONTRACT PRICE / RATES:**

### 11.1 Formula to be used:

Formula Used for the Total Contract Value is:

Quantity X Rate per hrs. X No of hrs. of contract period

Where:

- Quantity = Number of Machines Required
- Rate per hrs = price/rate per hrs
- No of hrs of contract period = number of hrs for which service is required during contract duration

Hourly hiring charges = Rate per hrs of renting of Equipment with operator & helper including fuel, maintenance, transportation, insurance to site and all other expenses specified in the tender. Quoted rates shall be including of GST at applicable rates, at the government prevailing rate.

The Contractor to check quoted bid price on their own before quoting the rates. Employer will not take any responsibility in this regard.

Employer shall pay the hourly rental charges to contractor. However, for un-availability of Equipment for any reason, penalty @ 2 times of rate of hire charges for non-availability period inclusive of GST at applicable rates will be deducted from the running bills as per the instruction of site-in-charge.

Minimum 6 hours hire charges shall be payable only when equipment remains idle due to reasons attributable to Employer and duly certified by Site-in-Charge. No charges shall be paid due to rain & other natural calamities.

11.2 The quoted rates/offer shall be inclusive of all expenses i.e. permit, commercial tax liability, comprehensive insurance, road tax, permit, other statutory levies & charges, maintenance cost, cost of spares/ consumable & lubrication cost etc and other incidental charges & contractor's profit margin, if any and safety aid for employed operators, other statutory facility etc. & uniform etc.

11.3 The contractor shall have to make his own arrangements for the stay of his staff including night-halt etc. at his own risk and cost as per requirement.

11.4 **EXTRA HOUR CHARGES (REIMBURSABLE COST):** On actual running basis

11.5 In case of change in statutory wages and rates of other statutory Compliances contributions

then or the modifications there of or any other laws relating thereto and the rule, it will be reimbursed to the contractor on actual disbursement of wages to the beneficiary and statutory authorities on submission of proof of payment to Employer.

11.6 Note: The above payments are not a part of quoted rates in financial bids.

**12. ESCALATION/ DE-ESCALATION:** Not Applicable

**13. PENALTY/ RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE SERVICE PROVIDER**

**(Penalties and Fines):**

13.1 As per service level Agreement (SLA) & as mentioned in SCC.

13.2 RECOVERY: In case of non-availability of the Equipment due to break down, absenteeism or for any reason attributable to the contractor, a recovery @ twice the hourly rate for hiring of Equipment for non-availability period shall be imposed if suitable substitute is not provided in time. Penalty will be liable to GST at applicable rate.

13.3 In case of payment of wages to all labour is not made on or before 7<sup>th</sup> of succeeding month, failing which necessary action will be taken as deemed fit. Also, a penalty @ Rs.200/- per day or higher penalty for default period will be imposed subject to a maximum of 5 per cent of the contract value. Levy of penalty does not abrogate contractor from his responsibility for disbursement of wages as per the payment wage act, Employer shall not be liable for any damage or compensation payable.

The decision of the Engineer-in-charge shall be final and binding on the parties. Should it appear to the Engineer-in-charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). After which the contractor will be served a notice failing which the contract will be terminated and the performance guarantee will be forfeited and the contractor will be black listed.

13.4 Any penalty/ fine imposed by any statutory authority for default towards any of the statutory provisions shall be on the contractor's account.

**14. NO ADVANCE PAYMENTS:** No advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as per conditions stipulated thereon.

**15. BILLING AND PAYMENT:**

15.1 Contractors shall submit bills duly certified by site-in-charge of Employer in respect of the service (Equipment wise) rendered by him in duplicate on weekly basis to the Employer (not in piece meal), in the prescribed Performa as per the joint log book/ Hour meter records. The bills shall show date wise services rendered as per the logbooks. Contractor is required to submit the bills in the following week, duly filled in all respect to the Site-in-Charge or his authorized person. The complete in all respects will be processed and paid within 10 days

from the date of receipt by the concerned Account Section.

- 15.2 All the payments will be made through e-banking only.
- 15.3 Payment will be released for the correctly made bills normally within 10 working days from the date of submission of bills duly certified by Site Incharge. The Employer shall not pay any interest for any delayed processing of the bills.
- 15.4 No interest shall be payable on withheld amounts.
- 15.5 Further, the Employer reserves the right to withhold the appropriate % amount from the running bills of the contractor, if PF/ESI contribution are not paid by him and proof to the effect is not submitted regularly on due dates.
- 15.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.
- 15.7 PAYING AUTHORITY: WAPCOS, shall be the paying authority.
- 15.8 All other provisions and conditions which have not been touched by ATC, ITB, SCOC, GCOC shall remain applicable as per GTC & SLA.

## FORMATS

### PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. \_\_\_\_\_ Dated \_\_\_\_\_ for the work of \_\_\_\_\_ (herein after referred to as “the said Works”) for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

only), under \_\_ WAPCOS Ltd, a company incorporated under Indian Companies Act, having its registered office at 5th floor, Kailash, K.G. Marg, New Delhi-110001 (herein after referred to as WAPCOS), M/s \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (in words) valid for a period of \_\_\_\_\_ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the \_\_\_\_\_ Bank (hereinafter called the said Bank) do hereby undertake to pay to WAPCOS, the sum of Rs. \_\_\_\_ (Rupees \_\_\_\_\_ only) by reason of the said tenderer’s failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by WAPCOS including the question as to the tenability of the claim of the WAPCOS for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to WAPCOS on demand being made as aforesaid.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the WAPCOS under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till WAPCOS certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We \_\_\_\_\_ Bank further agree with the WAPCOS that the WAPCOS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the WAPCOS against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the WAPCOS or any indulgence by the WAPCOS to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We \_\_\_\_\_ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the WAPCOS in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20..

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation, Attorney as per power of Attorney No. \_\_dt.  
\_\_\_\_\_)

Bank's Common seal

## PRE CONTRACT INTEGRITY PACT

### 1.0. General

This Pre-Contract Agreement (hereinafter the Integrity Pact) is made on day of the month of ..... year between WAPCOS Ltd (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. .... (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: Commitments of the BUYER

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred

from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## 2.0. Commitments of BIDDERS

The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-

2.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.

2.3. The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.7. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the

BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

2.11. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3.0. Previous Transgression:

3.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4.0. Earnest Money (Security Deposit)

4.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

(i). Bank Draft or a Pay order in favour of \_\_\_\_\_

(ii). A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii). Any other mode or through any other instrument (to be specified by the RFP).

4.2. The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.

4.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

5.0. Sanctions for Violations

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-

(i). To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s)

would continue.

(ii). The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii). To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv). To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v). To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi). To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii). To debar the BIDDER from participating in future bidding processes of Indian Rare Earths Limited for a minimum period of five years, which may be further extended at the discretion of the Employer.

(viii). To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix). In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x). Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1 (i) to

(x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6.0. Independent Monitors

6.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

6.2. The task of the Monitors shall be to review independently and objectively, whether and to

what extent the parties comply with the obligations under this Pact.

6.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

6.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8. The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 7.0 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 8.0 Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### 9.0 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 10.0 Validity

10.1. The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

10.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_. BUYER  
BIDDER

Signature

Name of the Officer

Designation Signature

Name of the Officer Designation

Witness

1 \_\_\_\_\_

Witness

2 \_\_\_\_\_

## **UNDERTAKING/AFFIDAVIT ON PERFORMANCE OF THE FIRM**

It is certified that:-

- (a) There are no cancelled / abandoned contracts in which Govt. unrealized recoveries exist (If yes, he will submit details and reasons).
- (b) He/They have not been blacklisted / banned by any Govt. Dept, Public Sector Undertaking /Government of India undertaking/Enterprise (If yes, he will submit details and reasons).
- (c) There are no any Govt. dues outstanding against the firm (If yes, he will submit details and reasons).
- (d) The proprietor/Partners/Directors of the firm are not habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last years in which his views/claims substantially rejected.
- (e) Proprietor/partners/directors of firm are not involved in anti-national / anti social activities and have neither been convicted nor any proceedings are pending in court for such activities.

Place:

Date:

(Signature of contractor With seal)

**FORMAT FOR FINANCIAL BID**

Sr. No.	Equipment	Qty. of Equip ment	Estimated Hrs.	Quoted rate per Hour including GST (In Figures & in Words)	Total Amount including GST (In Figures & in Words)
1	<p>Min. 20 T capacity Hydraulic Excavator and Engine Power min. 150 HP.</p> <p>Equipment Type: Commercial registered.</p> <p>Sample Make &amp; Model: Komatsu PCC210-10MO/ CAT 320 or 323D3/ VolvoEC210D/ JCB NXT 205/ Hyundai R220LC-9s or equivalent.</p> <p>Year of Equipment model: 2021 and beyond</p> <p>Fuel Type: Diesel</p>	8	336	<p>Rs. ....</p> <p>In Words- (Rupees.....)</p>	<p>Rs.....)</p> <p>In Words- (Rupees.....)</p>
2	<p>Min. 20 T capacity Hydraulic Excavator and Engine Power min. 150 HP including compactor (Roller &amp; Plate) of min. 5 T capacity.</p> <p>Equipment Type: Commercial registered.</p> <p>Sample Make &amp; Model: Komatsu PCC210-10MO/ CAT 320 or 323D3/ VolvoEC210D/ JCB NXT 205/ Hyundai R220LC-9s or equivalent.</p> <p>Year of Equipment model: 2021 and beyond</p> <p>Fuel Type: Diesel</p>	2	336	<p>Rs. ....</p> <p>In Words- (Rupees.....)</p>	<p>(Rs.....)</p> <p>In Words- (Rupees.....)</p>
<b>Total quoted price including GST (In figures)</b>					
<b>(In words.....)</b>					

**Note:**

1. Estimated hours are indicative only and payment shall be made on actual certified running hours.
2. Financial evaluation shall be based on the total quoted value on the GeM portal.
3. The work shall be awarded to the L1 Bidder.