

GOVERNMENT OF PUNJAB
WATER RESOURCES DEPARTMENT

Standard Bidding Document

FOR

Ferrying/Operating Boats/Water Sports Activities

**SUMMARY SHEET
OF
BID DOCUMENT**

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SECTION 0

INVITATION FOR BIDS (IFB)

GOVERNMENT OF PUNJAB
INVITATION FOR ONLINE BIDS

Bid No.

Date:

On behalf of Governor of Punjab, (Name of Office) invites online bids from eligible bidders for licensing out boating/water sports activities at (Name of Site) for 2 years extendable for 1 additional year. License period shall not be more than 03 years as detailed below:

Sr. No.	Name of Work	EMD (Rs. in Lakhs)	Estimated Minimum Annual Reserve Price (Rs. in Lakhs)	Tender Fee
1		5% of annual reserve price	-	-

Important dates are as given below: -

Availability of Bid Documents		Date & Time for Pre-Bid meetings	Last Date & Time for online Submission of Bids.	Date & Time of opening of Bids	
From	To			Technical Bid	Financial Bid
-	-	-	-	-	-

1. All tendering process such as sale of tender documents, deposit of Earnest Money and submission of bid document shall be carried out online through website: www.eproc.punjab.gov.in.
2. Prospective bidders are advised to register themselves with our service provider at: www.eproc.punjab.gov.in well in advance to participate in Tenders or may contact their representative on the Helpdesk numbers provided at their website for assistance.
3. The intended bidders shall have to download the Bid Form from the website <https://eproc.punjab.gov.in> after making online payment of Rs. _____ (Rupee_____) plus processing fee through RTGS/NEFT/Internet Banking as applicable. All payments regarding purchase of Bid Document and deposit of Earnest Money shall be strictly through online mode(E-Payment) only. Bidders

are advised to open Bank accounts with Core Banking Solution Branches (with NEFT/RTGS facility).

4. For training on E-Tendering or for any other query, the bidders may contact Helpdesk numbers provided at www.eproc.punjab.gov.in
5. The document downloaded from website should not be tempered, and if any such tempering is detected before or after the opening of bids, the bidder shall be penalized and blacklisted. The bidders should keep checking the website for any addenda/corrigenda to the notice/bidding documents till the date of submission of bids, and the bidder should incorporate the same in his bid documents.
6. Bids must be accompanied by earnest money of the amount specified for the Project in the table above. The cost of the bid document payable online only. Earnest money will be as specified in the bidding document, and shall be valid for 120 days beyond the validity of the bid.
7. Bids must be submitted through online before 10:00Hrs on (date). Technical bids will be opened on (date) at 12.00Hrs, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
8. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
9. The license period would be for a period of 02 years from the date of handing over of the possession. After the expiry of the term of the license period it can be further extended to the period of another 01 year on the discretion of the Department. In such case the Successful Bidder will submit a request to this effect to Water Resources Department, Punjab, three months prior to the date of expiry of the contract. The extension will be purely on the discretion of the Licensor. After the expiry of the period of license, or on termination of license, the Licensee should hand over the vacant possession of the premises in the original condition upto the satisfaction of concerned Executive Engineer of the Department within 14 days failing which Licensee will be treated as a trespasser and will also be liable to pay damages calculated as 5 times the License fee of the period or as decided by the Chief Engineer.
10. Validity of bid shall be 120 days.

Signature of Authorized Officer

SECTION - I
INSTRUCTIONS TO BIDDERS
(ITB)

1. Eligible Bidders

- 1.1 Achieved average annual financial turnover during last 3 years ending 31st March of previous financial year, should be atleast 100% of estimated Annual Reserve Price.
- 1.2 PAN issued by Income Tax Department.
- 1.3 GST number issued by Concerned Department
- 1.4 Proof of his valid EPF registration with the Provident Commissioner.
- 1.5 Undertaking that the bid shall be valid for 120 days from the date fixed for receiving the same.
- 1.6 Undertaking that the bidder is not in default of any dues of department of Water Resources and he is not blacklisted/debarred by any department/board/corporation of Government of Punjab.

2. Deliverables by the Successful Bidder

Successful bidder shall be required to carry out the following activities as part of the project:

- 2.1 Develop the required infrastructure for boating activities at (Site Name) assigned for the purpose, at the same time ensuring safety of environment of the water body.
- 2.2 Prepare detailed designs and plan of the project as per Byelaws and norms. Thereafter, successful bidder will procure required clearances for commencing and implementing the Project from the competent local body, authority and any of State & Central Government.
- 2.3 Maintain the entire facility to the required levels of satisfaction of the Executive Engineer.
- 2.4 The successful bidder will be responsible for providing proper parking space for the visitor vehicles to avoid unnecessary nuisance.
- 2.5 The successful bidder shall provide and maintain Basic Amenities (Drinking Water facility and the Washroom facilities etc.) in good working condition throughout the lease period.
- 2.6 Collect necessary charges and operate the entire facility.
- 2.7 Submit Performance Security, equivalent to 25% of license fee, in form of Bank Guarantee in favor of Executive Engineer.
- 2.8 Payment of all applicable fee and taxes as applicable time to time by law of the land during the period of agreement.

2.9 Transfer the immovable assets to Executive Engineer after the expiry of License Period.

3. One Bid per Bidder

Each Bidder shall submit only one Bid either individually or as a partner in a Partnership Firm. A Bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

4. Site Visit

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the Site and familiarize himself with the Site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract.

5. Pre Bid Meeting

5.1 The Bidder or his authorized representative is invited to attend pre-bid meetings, which will take place at the address, venue, time and date as indicated in Appendix to ITB.

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

5.3 The Bidders are requested to submit any questions in writing through email to reach the Executive Engineer not later than one week before the meeting.

5.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of inquiry) and the responses given will be posted on the website without delay for information of all concerned.

5.5 Any modification of the Bid Document which may become necessary as a result of the pre-bid meeting, shall be made by the Executive Engineer exclusively through the minutes of the pre-bid meeting & posted on website & shall form part of Bid Document.

6. Amendment of Bidding Documents

6.1 Before the deadline for submission of Bids, the Engineer may modify

the Bid Document by issuing an addendum/corrigendum.

- 6.2 Any addendum/corrigendum thus issued shall be part of the Bid Document and shall be posted on the website. Bidders are requested to visit the website regularly to update themselves for any addendum.
- 6.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Engineer may, at his discretion, extend as necessary the deadline for submission of Bids.

7. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Engineer will in no case be responsible and liable for those costs.

8. Bid Price

- 8.1 The License fee per annum filled in the BOQ shall be payable to the Executive Engineer in the First Year. This license fee shall be increased by 10% every year, on the previous year license fee on cumulative basis.
- 8.2 All applicable taxes prevailing and in future such as G.S.T. on license fee shall be paid to the Executive Engineer extra, over and above the offered license fee by the successful bidder.

9. Schedule of Payment

- 9.1 As per the terms & conditions of the License Agreement to be executed, the license fee will be paid by the Licensee to Executive Engineer commencing from the date of handing over of the possession of the site after signing of the agreement.
- 9.2 Successful Bidder shall deposit quarterly installments of annual license fee (along with applicable taxes) in advance of every three months before the 7th of first month of that quarter.
- 9.3 All the Tax liabilities will be borne by bidder as applicable time to time during the license period. (Local/State/Central Authorities)
- 9.4 If the amount payable is not deposited on due date, it will attract an interest rate of 2% per month of amount due. If the amount is still not paid after 60 days of being due, the contract with the Water Resources Department, Punjab will stand terminated and licensee's

security deposit/Performance security shall be forfeited.

10. Earnest Money Deposit (EMD)

- 10.1 The Bidder shall furnish, as part of his Bid, an EMD amounting to 5% of estimated annual reserve price. The EMD shall be strictly through online mode (E-Payment) only through website www.eproc.punjab.gov.in.
- 10.2 Any bid not accompanied by an acceptable EMD shall be rejected as non-responsive.
- 10.3 Earnest money shall necessarily accompany the bid.
- 10.4 Earnest money of a bidder lying with the procuring entity in respect of other bids a waiting decision shall not be adjusted towards Earnest money for the fresh bids. The Earnest money originally deposited may, however, be taken into consideration in case bids are re-invited.
- 10.5 The Earnest money of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- 10.6 The EMD of the successful bidder will be discharged within 1 month of when the bidder has signed the Contract Agreement and furnished the requisite Performance Security.
- 10.7 No interest will be paid on the EMD in case of delay in releasing the EMD.
- 10.8 The EMD of the successful Bidder shall be forfeited if
 - a) the bidder withdraws or modifies its bid after opening of bids;
 - b) the successful bidder does not execute the agreement within specified period.
 - c) the successful bidder does not deposit the performance security within specified period.
 - d) the bidder breaches any provision of code of integrity.
 - e) the bidder resiles from his offer or offers new terms after opening of the bid

11. Technical Bid Evaluation

- 11.1 The bidder shall upload certified copies of all the documents as mentioned in Clause 1.1 to 1.6 along with payment of tender fee, Processing Fee and Earnest Money. In case bidder fails to comply with these conditions, the bid of the bidder shall be rejected.
- 11.2 Water Resources Department, Punjab reserves the right to contact

the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/evidences submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).

- 11.3 The bid of those bidders who fulfils the criteria as mentioned in Clause 1.1 to 1.6 will be considered as qualified bid (responsive).

12. Financial Bid Evaluation

- 12.1 The financial bid of such the bidders whose technical bid is found O.K. (Qualified) shall only be opened on date as mentioned in table Section-0 (IFB) or any date intimated by the Tender inviting authority.
- 12.2 The Financial bid evaluation will seek the bidder offering the highest License Fee to Executive Engineer.
- 12.3 The Financial bid less than the minimum reserve price shall be rejected.
- 12.4 The final letter of acceptance of financial bid shall be communicated to the successful bidder after competent approval for completion of further necessary formalities.
- 12.5 In the event that the financial bids of two or more bidders are same (i.e. equal quoted annual License fee for 1st year) but higher than the others, then the draw of lots will be done.

13. Performance Security and License Agreement

- 13.1 After completing the evaluation of Financial Bid and identifying the Successful bidder, Executive Engineer shall issue a Letter of Acceptance (LOA) to the Successful Bidder. Upon receiving the LOA, the Successful Bidder shall furnish the performance security equal to 25% of the annual license fee quoted in the financial bid and sign the License Agreement within 7 working days of issue of LOA.
- 13.2 The Performance Security to be provided by the successful Bidder in the form of a Bank Guarantee shall be issued by Nationalized/ Scheduled Indian Bank at the Bidder's option.
- 13.3 Failure of the Successful Bidder to comply with above condition of performance security shall constitute sufficient ground for the annulment of the award and forfeiture of the earnest money deposits.
- 13.4 Performance Security Deposit shall remain valid for a period of 120

days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non-fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the Executive Engineer in this regard shall be final. No interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

14. Right to accept any Bid and to reject any or all Bids

The Department reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Department’s action.

15. Closure Period

Bidders are advised to submit their bid keeping in mind the closure period as mentioned in Special Terms and Conditions. The License fee will not be waived off for this period. The Licensee shall be bound to obey the orders for closing boating on temporary basis. The boating activities will also be closed during high flood discharges/or any other reason as and when intimated by concerned Executive Engineer/Sub Divisional Engineer.

Appendix to Information to Bidders

<u>Instructions to Bidders:</u>		
1.	NIB No.	
2.	Procuring Entity	(Executive Engineer)
3.	Subject matter of procurement & period of rate contract	Licensing out Boating activities at (Site Name)
4.	License period	2 years and extendable for 1 additional year. The license period shall not be more than 3 years.

5.	The price of the Bidding Document	
6.	Procuring Entity's address (For clarification purposes only)	(Address of Executive Engineer) Phone: - Email: -
7.	Pre-Bid Meeting	
8.	The language of the Bid	English
9.	Documents required to be submitted along with technical bid	As Detailed in Special and General terms and conditions and Clause 1 of ITB
10.	Bid validity period	120 days
11.	Earnest money	5% of annual reserve price
12.	Execution of Agreement	Within 7 working days from the date of issue of letter of acceptance (LOA).
13.	Work Performance Security	The successful bidder shall have to submit security deposits equivalent to 25% of annual license fee, in form of Bank Guarantee in favor of Executive Engineer before the execution of agreement.
14.	Appellate Authority	Superintending Engineer

SECTION 2

Special Conditions of contract

1. That the licensee will be responsible for all the relevant safety equipment, life jackets, flash light, First Aid kit, Fire safety equipment etc. Licensee should ensure all the safety measure should be strictly followed. The movement of visitors or the tourists should be monitored regularly. The Licensee shall appoint a life guard and a fast rescue speed motor boat for the safety of the visitors at all times throughout license period.
2. That the Licensee is allowed to install the camera for the surveillance of the entire area.
3. That the Licensee is allowed to Publicity campaigns only related to site allotted including additional directional Boards/sign/creation of web site etc. may be arranged on his own cost by the licensee. He alone would be responsible for the promotion of the site.
4. That the persons employed by the Licensee shall at all times and for all purpose shall be the employees of the Licensee who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefits i.e EPF, ESI or any other claims to them without claim or reimbursement from the Department.
5. That it shall be the responsibility of Licensee to ensure that the character antecedent of such personnel deployed by it for work have been duly verified by the concerned police authorities and shall produce such police verification on demand.
6. That the licensee shall not employ men and women below the age of 18 years.
7. Licensee will give Letter of Authority (LOA) regarding all the persons employed by him to the Licensor.
8. That it shall be the responsibility of the Licensee to get sanction of additional electricity load, water connection, fuel etc. from the agencies concerned and the Licensor will only give NOC for such connections wherever required. Any payment on this account shall have to be borne by the Licensee and will not claim any reimbursement from the Licensor. Fuel is the responsibility of the Licensee and any clearance required from Civic bodies, Fire Department, Forest Department etc. would be the responsibility of the Licensee.
9. That the licensee during the license period will not interfere in the affairs of the Department directly or indirectly in day to day working or in any other manner.
10. That the licensee shall not carry out any material addition or alteration in the Licensed premises, so as to bring any structural change therein with or without any damage thereto. However, the licensee shall be entitled to carry out necessary repairs and or renovations to the existing structures in the licensed premises after obtaining permission from Department, at its

own costs and expenditures without having any claim against the licensor. The licensee would however be allowed to set up temporary structures at its own cost for operational purposes, after following relevant norms and rules and permission from the Department. No additional fee shall be payable for such temporary structure.

- 11.** That the licensee shall not store any goods not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/material which on account of their weight or nature may cause damage to the licensed premises. The licensee shall be liable or responsible for destruction or damage to the licensed premises. The licensee has to Hand over the licensed premises in the original condition upto the satisfaction of concerned Executive Engineer of the Department on expiration of agreement period/termination of agreement.
- 12.** That the courts of District of the location of the site, shall have jurisdiction to entertain any application in respect of any proceeding under the license or to entertain any suit in connection with this agreement of license and no other court of any other place shall have jurisdiction to entertain any such application or any suit.
- 13.** That the electricity charges and water charges shall be payable by the licensee to the concerned agencies.
- 14.** That the licensee shall not under let, sub-let, encumber, mortgage, assign or transfer their right and interest or part with possession of the land and building thereon or any part thereof of the licensed premises for sharing therein to any person directly or indirectly. However, the licensor has no objection in allowing and permitting the licensee to hire/ take expertise from outside parties recognized /famous for operations/specialty cuisines.
- 15.** That the Force Majeure clause would be enforced in the case of circumstances beyond the control of both the parties. Neither the Licensor nor the Licensee shall be considered in breach of this contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure arises after the effective date i.e. Finalization of the Bid.
- 16.** Licensee will ensure that boats deployed by him are in safe and sound condition at all times as per the specifications/guidelines issued by the Government of Punjab and Government of India from time to time. All necessary permissions regarding this shall be taken by the Licensee at his own cost.
- 17.** Licensee shall ensure that all other gear being used adheres to relevant Indian safety standards and IS Codes. Failure to do as will result in cancellation of the bid and security deposit will be forfeited and contract

shall stand terminated. No compensation will be given.

18. Licensee must have trained lifeguards for rescue operation along with first aid equipment/oxygen cylinder/ other required rescue gear as per prescribed standards. All boat operators must also be trained in swimming and rescue operations.
19. The bidder shall maintain all record of these documents for inspection by any competent authority.
20. The area in which the boats will be allowed to operate shall be demarcated by the Licensee as directed by in charge SDO.
21. The location of dock shall be decided by the Executive Engineer. The dock shall be prepared by the Licensee/Agency.
22. No such activity should be carried out which would impact the nearby area and the species of the flora and fauna.
23. The slow-moving boat will carry maximum of 10 passengers.
24. Timings for boating shall be as follows:

Sr. No.	Period	Timings
1	1 st April to 30 th September	6am to 7pm
2	1 st October to 31 st March	7am to 5pm

25. The boating activities will be closed from the period --/--/---- to --/--/----. The License fee will not be waived off for this period.
26. The Licensee shall be bound to obey the orders for closing boating on temporary basis during high flood discharges/closure/or any other reason as and when intimated by concerned Executive Engineer/Sub Divisional Engineer.
27. The licensee will be solely responsible for the operation of these boats due to the increase or decrease of water levels in the canal/ water body.
28. A register should be kept for registering complaints and suggestions by tourists so that the Department can take appropriate action against them.
29. The licensee will not use drugs/alcohol nor they will allow any person/passenger to do drugs/Consume alcohol on the boats or allow any such inebriated passengers in the vehicles. Any violation in this regard shall invite strict legal action against the licensee.
30. Licensee shall ensure that there no illegal and illicit activity shall take place on the premises.
31. The Licensee shall display the rate (inclusive of all taxes) of boating activities at appropriate places at his own cost.
32. If a Passenger drowns in canal/ water body due to negligence of the licensee then the licensee will have personal responsibility and there will be no responsibility of District Administration/Water Resources Department, Punjab. Legal action will be initiated against the licensee as

- per law.
- 33.** During the License period the Licensee cannot sublet to any other person/firm.
 - 34.** If this water body is handed over by the Punjab government to any other government agency during the contract period, the contract shall cease to exist and the remaining amount will be refunded to the Licensee on pro rata basis be payable to the licensee in this regard.
 - 35.** The licensee shall deposit quarterly installments of license fee in advance along with applicable taxes on every three months before the 7th of first month of the three month period. If this amount is not deposited on due date, it will attract an interest rate of 2% per month. If the amount is still not paid after 60 days of being due, the contract with the Water Resources Department, Punjab will stand terminated and licensee's security deposit shall be forfeited.
 - 36.** Licensee will not be entitled to any concession/waiver on losses incurred due to natural calamities, fluctuating water levels or evacuation of water body by Water Resources Department, Punjab.
 - 37.** If the highest bidder is not able to deposit performance guarantee amount before the date of execution of agreement, his bid shall stand cancelled/terminated and his EMD will be forfeited and the next highest bidder can be awarded the contract at H1 rates subject to fulfillment of above conditions.
 - 38.** Licensee will insure the passengers in case of any accident. The Licensee will be liable to pay Rs.10.00 Lakh per person in case of casualty or as directed by the Government.
 - 39.** The licensee or any of his/her employees/representatives will not misbehave with the public and will provide a list of working persons to the Executive Engineer and will notify staff changes from time to time.
 - 40.** The licensee may arrange chairs, tables and other infra structure for the visitors with the permission of Executive Engineer and he would also be responsible for maintenance of the same and will not construct any permanent structure of any kind without the permission of the Chief Engineer.
 - 41.** Violation of the conditions can result in penalty as decided by the Executive Engineer, Water Resources Department, Punjab. If the licensee keeps making violations repeatedly Executive Engineer can proceed to terminate the contract with the bidder.
 - 42.** The licensee shall abide by all the conditions imposed by Department of Water Resources, Punjab.
 - 43.** The overall management of the contract will be done by the Department. Security deposit will not be refunded to the bidder in case of cancellation

- of the contract due to actions of the Licensee.
- 44.** If any bidder fails to comply with the conditions of the contract or DNIT, then agreement shall be terminated and his security amount will be forfeited and the firm will be black listed.
 - 45.** Income Tax, GST, other applicable taxes shall be paid by the Licensee. No reimbursement of the same shall be made by Water Resources Department, Punjab.
 - 46.** In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the bidder before submitting the bid. At any stage of the bid process, the decision of the department shall be final and binding on all the bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc. after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained. If any declaration given by the bidder after taking oath is found false or manipulated later on then the bid of such bidders shall be cancelled at the moment with forfeiture of earnest money or performance security deposit whatsoever and the bidder shall be debarred from participation in bid in future for a period not exceeding three years, further legal proceedings shall be initiated against such bidders.
 - 47.** If services of the successful bidder are found non satisfactory due to any reasons, the performance security forfeited along with debarment proceedings will be at the sole discretion of the Department.
 - 48.** Any change in the constitution of the company/firm or its Directors etc. shall be notified forth with by the party in writing to the Executive Engineer and such change shall not relive any former member of the company/firm etc. from any liability under the contract.
 - 49.** Bid Accepting Authority is not bound to accept the highest bid and may reject any offer or any part of the offer without assigning any reason thereof.
 - 50.** The boating operation shall be subject to water conditions in the water body and subject to permission of prevailing laws of the Government. The Department shall not be responsible for any loss on this account.
 - 51.** The Licensee must adhere to the provisions of “Northern India Canal and Drainage Act, 1873” and the amendments made in the Act and the Rules from time to time by the Government.
 - 52.** The expenditure on Boats, equipment, man power, maintenance, security, insurance, any other tax liability including construction and maintenance of platform, jetties and any other ancillary expenses will be borne by the licensee.
 - 53.** The licensee shall be liable for safe, secure and legal operation of boating

activities. The licensee shall be responsible for theft, losses, damage due to any accident or physical damage to passenger or consequential death, insurance claim thereon or legal/criminal liability etc. Water Resources Department, Punjab shall not bear any financial or legal liability on all such above account.

- 54.** In case of any loss or damage, whether direct or indirect is caused to Water Resources Department, Punjab due to any act/conduct of the licensee in any manner for which any liabilities arise on Water Resources Department, Punjab, unfair practices, fraud or any other manner whether civil or criminal nature defined under the Indian Penal Code, Criminal Procedure Code, Evidence Act or other applicable legislation, the successful bidder shall be solely responsible for the same and all losses as well consequential losses shall be indemnified by them to Water Resources Department, Punjab which will be recoverable by Water Resources Department, Punjab from successful bidder out of the security amount or any dues to successful bidder.
- 55.** In case the Licensee does not adhere to any of the terms & conditions of the bid documents and agreement, the CHIEF ENGINEER, WATER RESOURCES DEPARTMENT, PUNJAB shall have full powers to cancel the Agreement/Contract with prior recommendation from concerned Executive Engineer after giving an opportunity of a personal hearing to the Lessee.
- 56.** Licensee will be allowed to vacate the space/leave activity with three months' notice. In all such case, where the licensee withdraws prior to expiry of contract, his performance security deposit will be forfeited. The Licensee fee already deposited for that quarter shall not be refunded. The Licensee will be liable to pay the License fee applicable during the notice period.
- 57.** The Bid of blacklisted firm by Water Resources Department, Punjab or from Govt. Department /semi-Govt. will be rejected. Also, the Bid of those firms which are having court cases with Water Resources Department, Punjab or in connection with default in payment under section 138 of Negotiable Instruments Act will also be rejected.
- 58.** The bid documents along with general terms & conditions /letter of intent, shall form the part of the license agreement to be signed with the successful bidder and same shall be legally binding on both the parties.
- 59. Termination of License:**

The license will terminate automatically at the end of the license period i.e. 2 years. However, the license period can be further extendable for one additional year at the discretion of licensor. In such case the Successful

Bidder will submit a request to this effect to Water Resources Department, Punjab, three months prior to the date of expiry of the contract. The extension will be purely on the discretion of the Licensor.

60. Release of Security Deposit:

The performance security deposits will be released within three months after the successful completion of the license period and extension thereon, if any, after submitting no dues from the concerned local bodies, electricity, telephone Company, sales tax, service tax department etc. and Water Resources Department, Punjab.

SECTION 3

General Conditions of contract

1. Herein Government means 'Government of Punjab', Department means "Department of Water Resources Punjab", Executive Engineer means concerned "Executive Engineer, Water Resources Department, Punjab", Superintending Engineer means concerned "Superintending Engineer" and Chief Engineer means concerned "Chief Engineer, Water Resources Department, Punjab". Licensor means the "Water Resources Department, Punjab" and Licensee means the "successful bidder/contractor/agency". License fee means "Annual License Fee payable during the first year which is higher of the minimum annual reserve price or quoted value".
2. E-bids are to be signed by the person(s) who are competent and lawfully authorized to do so. Correction/overwriting, if any, should be authenticated under the signature of the bidder/authorized signatory.
3. The Department reserves the rights to terminate the contract of the Licensee at any time by expressly serving upon the Licensee 15 days' notice to that effect. The agreement shall be terminated. The security fee and license fee for the remaining period shall be refunded.
4. The Department will not be responsible for any loss of stocks or any part there of or any other moveable property etc. on account of the fire and natural calamities and due to other reasons beyond the control of the Department. The Licensee shall, therefore, at his discretion get this risk covered through Insurance, the information regarding the insurance shall be shared with office of the Engineer.
5. Department shall have full rights, power and authority at all times to do through its officers all acts which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms and conditions and reservations herein contained and to recover from the Licensee, the cost of doing any such act or thing.
6. The property rights of the licensed premises shall remain with the Water Resources Department, Punjab. The Department officials shall have the right to enter into the licensed premises at any times for discharging official duties.
7. The Licensee shall give the details of the bank account through which all the transaction with Department if required shall take place and that account should be in the name of Licensee/authorized person.
8. The bidder shall have to carefully study and understand the conditions, specifications. If bidder has any doubt about the meaning of any term, condition or specifications etc., he should refer to officer in charge and get

clarification. The decision of the Department regarding interpretation of the conditions and specifications shall be final and binding on the bidders.

9. Bidders are hereby explicitly warned that Individuals signing the bid must specify as follows: -
 - a. Whether signing as "sole proprietor of the firm?"
 - b. Whether signing as registered active partner of the firm?
 - c. Whether signing for the firm on the basis of power of attorney?
 - d. In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
10. The Bidder should sign at the end of each page of bid document as token of his acceptance of all the terms and conditions and then will upload it.
11. The bidder shall be asked to execute the agreement on a non-judicial stamp value worth Rs. 500/- or as required by registration law.
12. **Force Majeure:**
 - a. For purposes of this Contract Agreement to be signed in pursuance of this Bidding process, "**Force Majeure**" shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party (WATER RESOURCES DEPARTMENT, PUNJAB or Selected Bidder) here to, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labor trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, spread of pandemic disease, imposition of lockdown by Central/ State governments/ District authorities.
 - b. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure events mentioned above.
 - c. In the event of the Force-Majeure condition(s) continuing beyond a period of 3 months, either party shall have the option to cancel the Contract Agreement for the reason of any or all of the Force-Majeure condition(s) mentioned as above. Further, the Authority/WATER RESOURCES DEPARTMENT, PUNJAB shall not be liable to pay to the Selected Bidder, any compensation towards financial implications arising due to Force Majeure events.

- d. As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure event.
 - e. Upon the occurrence of any Force Majeure event, the following shall apply:
 - (i) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure event.
 - (ii) WATER RESOURCES DEPARTMENT, PUNJAB shall not be liable to pay Fees to Selected Bidder for the period for which the Force Majeure events persist.
 - f. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations and such resumption shall be given effect through a written notice of information sent to other party.
 - g. It is expressly agreed that Selected Bidder's ability to do business or provide services to a third party at a more advantageous price or Selected Bidder's economic hardship shall not constitute a force majeure event.
 - h. In case of force majeure/unforeseen situation, relaxations to the Selected Bidder, if any, shall be provided as per State Government orders.
13. **Grievance Redressal and Dispute resolution:**
The designation and address of the First Appellate Authority is Superintending Engineer, Water Resources Department, Punjab who shall within 30 days of receiving notice from the Licensee will pronounce the decision to the Licensee. In case of non-resolution of grievance/dispute, further proceedings must be done as per Arbitration and Conciliation Act 1996 and its amendments thereon.

SAMPLE AGREEMENT FORM

Agreement

This agreement made on the _____ Day of _____ between _____ (name and address of Engineer) (hereinafter called "the Licensor") and (Name and address of contractor) hereinafter called "the Licensee" or the other part.

Whereas the Licensor is desirous that the Licensee execute the boating activities at (Site Name) and the Licensor has accepted the bid by the contractor for the execution of Boating activities at (Site Name), at a cost of Rs (License Fees)

NOW THIS AGREEMENT WITNESSETH as follows:

1. The license period would be for a period of 02 years from the date of handing over of the possession. After the expiry of the term of the license period it can be further extended to the period of another 01 year on the discretion of the Department. In such case the Successful Bidder will submit a request to this effect to Water Resources Department, Punjab, three months prior to the date of expiry of the contract. The extension will be purely on the discretion of the Licensor. After the expiry of the period of license, or on termination of license, the Licensee should hand over the vacant possession of the premises to Department within 14 days failing which Licensee will be treated as a trespasser and will also be liable to pay damages calculated as 5 times the License fee of the period or as decided by the Chief Engineer.
2. The License fee amounting to Rs _____ shall be payable to the Executive Engineer in the First Year. This license fee shall be increased by 10% every year, on the previous year license fee on cumulative basis.
3. The licensee shall deposit quarterly installments of license fee in advance along with applicable taxes on every three months before the 7th of first month of the three month period. If this amount is not deposited on due date, it will attract an interest rate of 2% per month. If the amount is still not paid after 60 days of being due, the contract with the Water Resources Department, Punjab will stand terminated and licensee's security deposit shall be forfeited.
4. The following documents shall be deemed to form and be ready and construed as part of this agreement Viz.

- a) Letter of acceptance
- b) Contractor's bid
- c) Condition of contract: General and special
- d) Any other documents listed in the contract data as forming part of the contract:

In witness whereof the parties there to have caused this agreement to be executed the day and year first before written

The common seal of _____ was hereunto affixed in the presence of
:

Signed, sealed and delivered by the
said _____

in the presence of :

Binding signature of Engineer _____

Binding Signature of Contractor _____

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/S.....agree to abide by this bid for a period.....days from the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by the Authorized Officer of the Firm)

(Title of the Officer)

AFFIDAVIT

1. I/we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work under Government of India or Govt. of Punjab nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand(s) and agree(s) that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department / Project implementing agency.
5. The undersigned binds himself with all the stipulations of the Bidding Document including period of License, provision of adequate equipment, personnel and other resources required for the boating activities and agrees to augment them, if found necessary, as desired by the Engineer.
6. The undersigned are not and has never been debarred/blacklisted for contract work by Govt. of Punjab or any other Agency of Government of India or any of the State Governments at any stage.
7. The undersigned has never been convicted by any court of law for any of the offences under any Indian/ foreign laws.

(Signed by an Authorized Officer of the Firm)

Title of Office

Name of Firm

DATE

* To be executed on a non-judicial stamp paper.