



**Government of India
Ministry of Water Resources, RD & GR
Central Water and Power Research Station
Khadakwasla, Pune - 411024**

NIT

Name of Work : Digitization of Library documents at CWPRS, Pune - 24

Estimated Cost : Rs.7,49,200/-

EMD : Rs.14,990/-

Time Limit : 90 days

अनुसंधान के माध्यम से सेवा
Service Through Research

INDEX**Name of work :- : Digitization of Library documents at CWPRS, Pune - 24****NIT No.: : 60/2017-18**

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This N.I.T. has been approved for Rs. 7,49,200/- (Rupees seven lakh forty nine thousand and two hundred only)

Scientist -C
Construction and Procurement Cell
CWPRS,Kdk,Pune-24

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

Government of India
Ministry of Water Resources, RD & GR
CENTRAL WATER & POWER RESEARCH STATION
Khadakwasla, Pune 411024

Tel: 020-24103220/3209
Fax No. 020-24381004

Email: cpc.cwprs-pune@gov.in

e-TENDER NOTICE

The Scientist-C, Construction and Procurement Cell, CWPRS, Pune, on behalf of President of India, invites **online** item rate/percentage rate/Lump Sum bids on single stage two cover bid system from various firms/agencies, who had completed the similar nature of work, preferably in government organization, are eligible for following work:

Sr. No	NIT No	Name of work and location	Estimated cost (Rs.)	EMD Rs.	Period of completion	Last date & time of submission of bid	Date & time of opening of bid
1	60/2017-18	Digitization of Library documents at CWPRS, Pune	7,49,200/-	14,990/-	90 Days	07.02.2018 at 11.00 am	08.02.2018 at 11.00 am

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and is in possession of all the documents required.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of specification, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website: <http://www.cwprs.gov.in> and <http://www.eprocure.gov.in> / [cphp](http://www.cwprs.gov.in) free of cost.
4. The intending bidder must have valid Class-III Digital Signature in order to submit the bid.
5. The bidder can deposit original EMD in the office of Scientist-C, CPC, CWPRS, Pune-411024 in favour of PAO, CWPRS, Pune. The bidder shall also obtain the receipt of the same.
6. The amount of Earnest Money Deposit (EMD) in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank in favour of "**Pay Accounts Officer, CWPRS, Pune**" and other mandatory documents as specified in the NIT are to be scanned (.pdf) and upload the documents within the period of bid submission.
7. On opening date, the bidder can login and see the bid opening process. After opening the bids, he will receive the competitor bid sheets.

8. The bidder can upload documents in the form of PDF format only.
9. The bidder must ensure to quote his item rate / percentage rate /Lump-sum bid in the attached Bill of Quantity (Excel format).
- 10. The lowest bidder (L1) shall submit the certified copies of all scanned and uploaded documents by physically or through postal within Ten working days after uploading of financial approval of the bid in the office of Scientist-C, CPC, CWPRS, Pune. If the successive bidder fails to submit the certified copy of all uploaded documents at CWPRS within the specified period, his bid is liable to be rejected. Further necessary action will be initiated as per the procedures.**

List of Documents to be scanned and uploaded within the specified date and time i.e. period for bid submission:

- i. Demand Draft /Pay Order or Banker's Cheque / FDR of any Schedule Bank against EMD. If EMD exempted, then definite proof of EMD exemption certificate of Competent authority may be scanned and uploaded.
 - ii. Certificate of Registration for GST.
11. A **pre-Bid meeting** will be arranged at CPC, CWPRS, Pune – 24 on **29.01.2018 at 11:00 hrs.** . Any doubts can be raised in writing by the agencies / contractors in this meeting for clarification

(B. Suresh Kumar)
Scientist-C
Construction and Procurement Cell

Receipt of Deposition of Original EMD
(Receipt No...../date.....)

SN	Particular	Details
1	Name of work	Digitization of Library documents at CWPRS, Pune - 24
2	NIT No.	60 / 2017-18
3	Estimated Cost	Rs.7,49,200/-
4	Amount of Earnest Money Deposit	Rs.14,990/-
5	Last date of online submission of bid	07.02.2018 up to 11.00 am

Details to be filled by EMD Receiving officer of CWPRS

Sn	Particular	
1	Name of contractor	
2	Form of EMD Received & its Details	
3	Amount of Earnest Money Deposit	Rs.
4	Date of submission of EMD	/ /2018
<p>Signature, Name and Designation of EMD Receiving officer of CWPRS (Along with office stamp)</p>		

Government of India
CENTRAL WATER AND POWER RESEARCH STATION
Khadakwasla, Pune-24
Notice Inviting Tender for e-Tendering

1. Item rate / percentage rate/ Lump-sum online tenders are invited on behalf of the President of India from eligible firms/ agencies for execute the following work:

Digitization of Library documents at CWPRS, Pune – 24

The work is estimated to cost **Rs.7,49,200/-** This estimate, however, is given merely as a rough guide.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD-7/8 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **90 Days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The commissioning and testing of the entire system will be made at the premises of CWPRS, Pune.
5. The bid document consisting of specifications, scope of work and schedule of quantities to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from the web Site <http://www.eprocure.gov.in/cppp> and <http://www.cwprs.gov.in> free of cost.
6. After submission of the bid, the contractor can re-submit revised bid any number of times, but before last time and date of submission of tender as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the components) but before last time and date of submission of tender as notified.
8. EMD in the form of Demand Draft or Pay order or Banker`s Cheque or Fixed Deposit Receipt (**drawn in favour of PAO, CWPRS, Pune**) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
9. **The original EMD may be deposited in the office of Scientist –C, CPC, CWPRS, Pune-24 inviting bids with in the period of bid submission and the receipt of deposition of EMD to the bidder in a prescribed format issued by EMD Receiving officer, CWPRS, Pune may also be uploaded with this NIT.**

10. A part of earnest money is acceptable in the form of bank guarantee also. In such case, **minimum** 50% of earnest money or Rs. 20 lac, whichever is less, **shall** have to be deposited in shape prescribed above, and balance **may be deposited** in shape of Bank Guarantee of any scheduled bank **having validity for six months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders.
11. The contractor shall be required to deposit an amount equal to **5% of the tendered value** of the work as **performance guarantee** in the form of an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in the form of Govt. security, fixed deposit receipt etc., as in the case of recovery of security deposit within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor.
12. The documents as specified in the e-notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e-notice shall have to be submitted by the lowest bidder.
13. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose scanned Earnest Money Deposit and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 11.00 AM on 08/02/2018

14. The bid submitted shall become **invalid** if:
 - (i) The bidder does not upload EMD.
 - (ii) The bidder does not upload the documents as specified in the e-Notice
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
 - (iv) **If EMD exempted, then definite proof of EMD exemption certificate of competent authority may be scanned and uploaded.**

15. **The description of the work is as follows:**

Digitization of Library documents at CWPRS, Pune – 24

The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

16. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

17. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
18. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
19. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of bids. If any bidder withdraw his bids before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
20. This notice inviting bid shall form a part of the contract document. The successful bidder /agency, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting bid, all the documents including additional conditions, specifications if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

CPWD-7/8

Government of India
CENTRAL WATER AND POWER RESEARCH STATION
Khadakwasla, Pune-24
Item Rate/ Percentage rate/ Lump-sum Tender and contract for works

Tender/bid for the work of:

Digitization of Library documents at CWPRS, Pune - 24

- (i) To be submitted online / uploaded by **11.00 Hours on 07.02.2018**
- (ii) To be opened online at **11.00 Hours on 08.02.2018** in the office of **Scientist-C, CPC, CWPRS, KDK, Pune-24.**

TENDER

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

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

We agree to keep the tender open for **Thirty (90) days** from the due date of its opening and not to make any modification in its terms and conditions.

A sum of **Rs.14,990/-** is hereby forwarded in cash/receipt treasury Challan / deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in **Clause 12.2 and 12.3** of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering process of the work.

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

Dated:

Witness:

Postal Address Occupation:

Signature of Contractor Address:

ACCEPTANCE

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

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

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

**For & on behalf of President of India
Signature**

..... **Dated:**
Designation

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE "A"

a) Schedule of work and bill of quantity (Enclosed)

SCHEDULE "B"

Schedule of materials to be issued to the contractor.

S.No	Description of item	Qty	Rates in figures & words at which the material will be charged to the contractor.	Place of issue
1	2	3	4	5
----- NIL -----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor: -

S.No	Description	Hire charges per day	Place of issue
1	2	3	4
----- NIL -----			

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any : - Nil

SCHEDULE 'E'

Reference to General

Conditions of contract : - General Condition of Contract of 2014 CPWD form -7 modified and corrected up to date

Name of Work: Digitization of Library documents at CWPRS, Pune - 24Estimated cost of work : **Rs.7,49,200/-**Earnest Money : **Rs.14,990/-**

Performance Guarantee : 5% of tendered value

Security Deposit : 2.5% of tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender : **Scientist-C, CPC, CWPRS, Pune-24**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3: See below.

DEFINITIONS:**Engineer -in- Charge:**a) Civil/ Electrical/Mechanical: - : **Scientist-C, CPC, CWPRS, Pune-24**Accepting Authority: : **Scientist-C, CPC, CWPRS, Pune-24**Percentage on cost of materials and Labour to cover all overheads and profits: **15%**

Standard Schedule of Rates:

a) Civil / Electrical/ Mechanical: -

Delhi Schedule of Rates- 2016 (Civil/ Electrical/ mechanical) with Up to date correction slips.

Department:

CWPRS Pune

Standard CPWD Contract Form

GCC-2014, CPWD Form 7 modified & Corrected up to last date of submission of online bid.

Clause 1

- (i) Time allowed for submission of Performance Guarantee, **Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof** from the date of issue of letter of acceptance: **7 days**
- (ii) Maximum allowable extension with late fee @0.1% Per day of Performance Guarantee amount provided in (i) above: **5 days**

Clause 2

Authority for fixing compensation under Clause- 2:

Director, CWPRS, Pune

Clause 2A

Whether Clause 2A shall be applicable:

No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start:

15 days

Table of Mile stone(s)

Not Applicable

Time allowed for execution of work:

90 Days

Authority to decide:

- (i) **Extension of time:** **Scientist-C, CPC, CWPRS, Pune-24**
- (ii) **Rescheduling of mile-stones:** **Scientist-C, CPC, CWPRS, Pune-24.**
- (iii) **Shifting of date of start in case :- delay in handing over of site** **Scientist-C, CPC, CWPRS, Pune-24**

Clause 6

Clause applicable – (6 or 6A) : 6 .

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, If any, since the last such payment for being eligible to interim payment.

Not Applicable

Clause 7A

: Not Applicable

Clause 10 A

List of testing equipment to be provided by the contractor at site - NIL

Clause 10 B (ii)

Whether clauses 10 B (ii) shall be applicable. No

Clause 10 C

Component of labour expressed as percent of value of work 25%

Clause 10CA

Materials Covered under this clause	Nearest Material (other than cement, Reinforcement bars and structural Steel) for which All India Wholesale Price Index to be followed.	Base Price of all the materials covered under clause 10CA*	Corresponding Period
1. Cement	1. Cement (OPC)	NA	NA
2. Steel	2. Steel (bar & rods)	NA	NA

Clause 10CC

Not Applicable

Clause 11

Specifications to be followed For execution of work

CPWD Specification 2009, Vol. I to II with up-to-date correction slips

Clause 12

Type of Work

Electro-Mechanical Work

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work.

50%

12.5

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. (except items mentioned in earthwork sub head in DSR & related items.)

50%

ii) Deviation limit for items mentioned in earth work subhead of DSR & related items

100%

Clause 16

Competent Authority for deciding reduced rates

Director, CWPRS, Pune

Clause 18 : List of mandatory machinery, tools and plants to be deployed by the contractor at site: Nil

Clause 25**Constitution of Dispute Redressal Committee:**

For claims below Rs 25 lakhs	For claims above Rs 25 lakhs
Scientist-C, CPC, CWPRS, Pune-24	Director ,CWPRS, Pune

Clause 31/31A: The contractor shall make his own arrangement of water as per clause-31.

Clause 36 (i) Requirement of Technical Representative (JR) & recovery rate

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i) Per person	
						Figures (Per person)	Words (Per person)
1	Graduate Engineer or Diploma Engineer	Electrical and Electronics	Electrical /Mechanical / Electronics	2 years	1	Rs.15000/-P.M.	Rupees Fifteen thousand only per month
			Principal Technical Representative (Project Planning / site / billing Engineer)	5 years	1		

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% requirement of degree engineers.

Similar nature of work for this clause means "RCC framed structure building including services".

FORM OF PERFORMANCE SECURITY
(GUARANTEE) BANK GUARANTEE BOND

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

1 We (hereinafter referred to as "the Bank")
(Indicate the name of the Bank)

hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees.....only) on demand by the Government.

2. We do hereby undertake to pay the amounts due
(Indicate the name of the Bank)

and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an Amount not exceeding Rs.....(Rupees.....only)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We further agree that the
(Indicate the name of the Bank)

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. Wefurther agree with the
(Indicate the name of the Bank)

Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms

and conditions of the said agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the Contractor(s).

7. We lastly undertake not to

(Indicate the name of the Bank)

revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to Unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupeesonly) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for(indicate the name of bank).

SPECIAL TERMS AND CONDITIONS

1. The intending tenderers should visit CWPRS to know the scope of work to be carried out before submission of their bids. No claim whatsoever shall be entertained for lack of such information which the tenderer is expected to have.
2. Rate for work to done under this contract shall be for all lifts, leads, heights, depths, lengths and widths except when specially mentioned otherwise either in the Schedule of Items or in the CPWD Specifications and nothing extra will be paid on this account.
3. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.
4. The contractor will have to work according to the program of work decided by the Engineer-in- Charge, for which purpose, the contractor should submit a tentative program of the work within days from the date of start of the work
5. The work shall be carried out in accordance with the scope of work. In case of any discrepancy in the item given in the schedule of quantities appended with the tender in writing by the Engineer-in-charge.
6. All equipments, tools viz. scanner etc. will be arranged by the agency by his risk and cost.
7. The responsibility of unbinding and binding of books, wherever necessary, will lie with the agency.
8. The work will be executed and completed within the CWPRS Campus. No documents should be taken out of the campus.
9. **During execution of the work, special care should be taken from the agency to avoid the misplace and / or damages of government property. If happens, then penal action will automatically be imposed to the agency.**
10. Any damage to work resulting from rains or from any other cause until the work is taken over by Department after completion of work shall be made good by the contractor at his own risk and cost.
11. Documents to be scanned are the sole responsibility of the agency
12. Agency will supply the CD/DVDs of the documents in OCR Pdf formats (final output) after completion of scanning of the documents
13. **The electrical connection will be given free of cost, however, contractor shall make his own arrangements for extension for obtaining electric connections, if required and make necessary arrangement by his / her own. No extra payment will be made in this regard.**
14. **Tendered rates are inclusive of all taxes and levies payable under the respective statutes.**
15. Rates quoted shall be inclusive of the GST if any by Central/State Government of Maharashtra Act No. XXXVI-89, an act to levy and collect the tax on the transfer of property in goods involved in the execution of works contract in the State of Maharashtra and nothing extra will be payable on that account.

16. The contractor shall give a performance test of the entire installation (S) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
17. The tenderer should not quote unnecessary conditions contradicting the general conditions and particular specifications given in this tender, as such conditions apart from being not agreed to, can lead to rejection of the tender. Tenders with any condition including that of Conditional Rebate shall be rejected forthwith.
18. The Employer reserves the right to exclude any of the Schedule items on reasons of the rates not being reasonable or subsequent change of design for evaluation of tender and deciding the contract during execution or work.
19. The Contractor may be required to carry out any addition or alteration work other than the specified in the schedule of work / bill of quantities as and when required, by the 'Employer' within the completion period of the project.
20. Time is the essence of contract. Therefore, timely completion of project is very important. Normally no extension of time will be given. However, on account of delay if any, for the reason beyond the control of the contractor, necessary time extension may be granted if applied for by the contractor prior to the expiry of schedule time of completion.
21. No price variations shall be admissible on the contract rate for any item during the entire period of contract including extension periods. The Contractor shall not have any claim whatsoever in this regard except statutory variation of duties and Taxes imposed by Govt. of India/State Govt. subsequent to the offer submitted by the contractor.
22. All the components shall conform to standard specification wherever existing. Materials with ISI certification marked shall be preferred if not otherwise mentioned the tender.
23. For items of materials for which makes are approved by the Dept., only such approve makes shall be permitted in the work in accordance to the preference of the Engineer-in-Charge of the employer.
24. **The contractor shall not be allowed to engage sub-contractor directly or indirectly unless it is officially permitted by CWPRS.**

SCHEDULE OF WORKName of work : **Digitization of Library documents at CWPRS, Pune - 24**Estimated Cost : **Rs.7,49,200/-**Time Limit : **90 days**

SL. No	Brief description of items		Qty.	Unit	Rate	Amount In Rs.
1	Digitization of documents for preservation of data by way of scanning, cleaning text or images, skew correction, cropping, providing equal margins, pdf conversion etc. all complete and as directed at site by Library-in-charge in Library at CWPRS, Pune and as per different sizes of document as follows:					
a)	A0	Single side	2535	Nos.	15.91	40331.85
b)	A2	Single side	715	Nos.	3.34	2388.10
c)	A3	Single side	17413	Nos.	2.61	45447.93
d)	A3	Both sides	3544	Nos.	5.20	18428.80
e)	A4	Single side	190304	Nos.	1.86	353965.44
f)	A4	Both sides	78007	Nos.	3.70	288625.90
	Total		292518			749188.02
	Say					749200/-

Scientist – C
Construction and Procurement Cell
CWPRS, Khadakwasla, Pune – 24

Bill of Quantity (BoQ)

Name of Work	Time Limit	Estimated Cost in Rs.	Cost Quoted by Contractors in Percentage (excess or less) only
Digitization of Library documents at CWPRS, Pune - 24	90 days	749200.00	

Contractor's Signature

Scientist – C
Construction and Procurement Cell
CWPRS, Khadakwasla, Pune - 24

PRE CONTRACT INTEGRITY PACT

Ref : MOWR OM NO. 11/23/2011-IFD dt.20.09.2011

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____day of the month of _____, between, on one hand, the President of India acting through Scientist-C, Construction and Procurement Cell (CPC), of the officer, Ministry/Department, Government of India (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 _____ represented by Shri _____, Chief Executive officer (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 willing 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 Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

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 specification 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 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 immaterial benefit or any other advantage from the BUDDER, either for themselves or for any person, organization or third party related 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.

- 2 In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prime facie found to be
- 3 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 dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceeding under the contract would not be stalled.

Commitments of BIDDERS

- 4 The BIDDER commits 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 following:-
 - 4.1 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.
 - 4.2 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 cat in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the name payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and 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.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation 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.
- 3.7 The BIDDER will not collude with other parties interested in the contract of impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 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.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any persona acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of 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 filling tender.

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

- 3.13 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.

4. Previous Transgression

- 4.1 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.

- 4.2 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.

5. Earnest Money (Security Deposit) for the work of:

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- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs.14,990/- (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 **Pay and Accounts Officer, CWPRS, Kdk, Pune-24**
- (ii) A confirmed guarantee by an Indian Nationalised 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 in the RPF)

- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 5.3 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.

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

6. Sanctions for Violations

- 6.1 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 following 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 a BIDDER from a country other than India with interest thereon at 2% higher than 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 the interest.
- (vi) To cancel all or any other Contracts with the 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 the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (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 irrecoverable 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 incase of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(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.

6.3 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.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).
- 8.2 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.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 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.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions 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.

10. Law and Place of Jurisdiction

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. 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.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or 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 the signing of the contract.

12.2 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 tot heir original intentions.

13. The parties hereby sign this Integrity Pact at CWPRS, Pune-24 on _____.

SCIENTIST-C
CONSTRUCTION AND PROCUREMENT CELL
CWPRS, KDK, PUNE-24

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.