

100 years and beyond ...



भारत सरकार

Government of India

जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय

Ministry of Water Resources, River Development and Ganga Rejuvenation

केन्द्रीय जल और विद्युत अनुसंधान शाला

Central Water & Power Research Station

खडकवासला, पुणे - 411 024

Khadakwasla, Pune – 411 024

TENDER DOCUMENT
(e-PROCUREMENT MODE)

FOR WORK OF

**Renovation of water control gates including civil structures in
water recirculation system under NHP at CWPRS, Pune-24.**

[Two Envelope with e-Bidding]



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

Fax: 020-24381004, Telephones: 020-24103220 Email: cpc.cwprs-pune@gov.in, Web: www.cwprs.gov.in

e- Notice Invite Tender

File No. CWPRS/CPC/AAO(C)/NHP/115/2018/

Dated: 31.12.2018

The Scientist-C, Construction and Procurement Cell, CWPRS, Pune, on behalf of President of India, invites online e-tenders through the website <http://eprocure.gov.in/eprocure/app> under **single stage two bids system** of item rate/percentage rate/Lump Sum bids for work mentioned below from approved and eligible contractors of CPWD or those of appropriate list of State / Central Government Authorities of having experience of similar nature works.

NIT No.	115/2018-19
Name of the Item/Goods	Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24.
Earnest Money Deposit (EMD)/Bid Security	Amount: Rs. 25,500/- Validity : 60 days + 45 days
Date of release of Tender through e-procurement Portal http://eprocure.gov.in/eprocure/app	31.12.2018 at 17.00 hrs.
Last date for seeking clarification if any. (online only i.e through e-mail)	15.01.2019 up to 17:00 hrs
Last date & time for submission of online bid through e-procurement Portal http://eprocure.gov.in/eprocure/app	22.01.2019 at 11.00 hrs.
Date & time for opening of technical bid (online) through e-procurement Portal http://eprocure.gov.in/eprocure/app	25.01.2019 at 11.00 hrs.
Date & time for opening of financial bid (online) through e-procurement Portal http://eprocure.gov.in/eprocure/app	After evaluation of Technical Bids
Validity period of Bid	60 days
Completion Period of the works	90 days from date of issue of contract order
Officer Inviting Bids	The Scientist – C, Construction & Procurement Cell (CPC), Central Water & Power Research Station, Khadakwasla, Pune-411024

**GOVERNMENT OF INDIA
NATIONAL HYDROLOGY PROJECT
WORLD BANK FUNDED
INVITATION FOR BIDS (IFB)**

BID FOR WORKS

Date: 31/12/2018
NIT No.: 115/2018-19

1. The Government of India [*has received/has applied for/intends to apply for*] financing from the World Bank toward towards the cost of **National Hydrology Project** and intends to apply part of the proceeds toward payments under the contract for construction of works detailed in the Table below. Bidders should be registered with the Government of India or other State Governments/Government of India, or State/Central Government Undertakings. **Bidders are advised to note the minimum qualification criteria specified in Clause 2 of the Instructions to Bidders to qualify for the award of the contract.** In addition, they may also refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines: *Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers - January 2011, revised July 2014* setting forth the World Bank's policy on conflict of interest.
2. The **Scientist – C, Construction and Procurement Cell, CWPRS, Pune** invites bids electronically for construction of works detailed in the Table. The Bidders may submit Bids for any or all of the packages listed in the Table.
3. The Bidding Document is available online and can be downloaded free of cost by logging on to the website <http://eprocure.gov.in/eprocure/app> or <http://www.cwprs.gov.in>. The bids are to be submitted online through the e-procurement portal only i.e. <http://eprocure.gov.in/eprocure/app>. Bids submitted manually will not be accepted. The bidders would be required to register in the website which is free of cost.
4. For submission of the Bid, the Bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <http://eprocure.gov.in/eprocure/app>
5. Bids must be accompanied by **Earnest Money Deposit (EMD) / Bid Security** of the amount specified for the work in the Table below, drawn in favour of "**PAY & ACCOUNTS OFFICER, CWPRS, PUNE**". EMD/Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids should be valid for 60 days after the deadline date specified for submission. Procedure for submission of EMD/Bid Security is described in Para 7 below.

6. Bids must be submitted on <http://eprocure.gov.in/eprocure/app> on or before **11.00** hours on **22/01/2019** and will be opened online on **25/01/2019** at **11.00** hours. Record of bid opening will be electronically shared with bidders. If the office happens to be closed on the date of opening of the Bids as specified, the Bids will be opened on the next working day at the same time and venue. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. The electronic bidding system would not allow late submission of bids.
7. The bidders are required to submit specified original documents including original EMD/Bid Security in approved form with **Scientist – C, Construction and Procurement Cell, CWPRS, Pune** at the address given below before **25/01/2019 at 11.00 hours**, by registered post/speed post/courier or by hand, failing which the Bids will be declared non-responsive and **liable to be rejected**.
8. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender.

TABLE

NIT No	Name of work	Estimated Cost (Rs.)	Bid Security/EMD (Rs.)	Intended Completion Period
115/2018-19	Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24.	12,50,528/-	25,500/-	90 Days

Name and address of Employer

B. Suresh Kumar
 Scientist – C
 Construction and Procurement Cell
 Room no. 201, OCL Building
 Central Water & Power Research Station (CWPRS)
 Pune – Sinhagad Road
 Khadakwasla R.S, Pune – 411 024
 Phone no. 020 – 2410 3220
 Fax no. 020 – 24381004
 Email Id : cpc.cwprs-pune@gov.in

**NATIONAL HYDROLOGY PROJECT
WORLD BANK FUNDED
Invitation for Bids for Works**

1. The **Scientist – C, Construction and Procurement Cell, CWPRS, Pune** invites Bids which shall be submitted in the e-Procurement Portal for the construction of following works: **Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24.**
2. Detailed Invitation for Bid is available on <http://eprocure.gov.in/eprocure/app>. The Bidding Document is also available online and can be downloaded free of cost by logging on to the website <http://www.cwprs.gov.in>
3. The deadline for submission of Bids is **22/01/2019** at **11.00** hours. Bids will be opened on **25/01/2019** at **11.00** hours.
4. Bidders are advised to note the minimum qualification criteria specified in the bidding documents. Interested Bidders may participate in the bidding process as per instructions given in the Bidding Documents.

Name & Address of Employer:

B. Suresh Kumar
Scientist – C
Construction and Procurement Cell
Room no. 201, OCL Building
Central Water & Power Research Station (CWPRS)
Pune – Sinhagad Road
Khadakwasla R.S, Pune – 411 024

Phone no. 020 – 2410 3220
Fax no. 020 – 24381004
Email ID: cpc.cwprs-pune@gov.in

SECTION – 1

Instructions to Bidders

1. Scope of Works

The **Scientist – C, Construction and Procurement Cell, CWPRS, Pune - 24** invites Bids electronically for the construction of works as detailed in the Table given below, which shall be submitted through the e-Procurement Portal <http://eprocure.gov.in/eprocure/app> (**CPP Portal**).

Brief Description of the Works	Approximate value of Works (Rs.)	Intended Completion Period
Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24.	25, 500/-	90 Days

The successful Bidder will be expected to complete the works within the intended completion period specified above.

2. Qualification Criteria

To qualify for award of the Contract, the Bidder shall meet following qualifying criteria:

- (a) The Bidder should have satisfactorily completed as a prime contractor at least one similar work/ civil construction work of value not less than Rs. **10,01,000/-** in the last three years;

[IA should insert value equivalent to 80% of the estimated cost of the Work.]

- (b) The Bidder should have achieved annual financial turnover (in civil engineering construction works of similar nature only) of value not less than **Rs. 50,36,000/-** in at least one year during the last three years;

[IA should insert value equivalent to (i) 4 times the estimated cost of work if completion period is 6 months or less; or (ii) twice the estimated cost of work if completion period is more than 6 months.]

- (c)* The Bidder should possess valid electrical license for executing building electrification works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);
- (d)* The Bidder should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

**[IA should delete/modify the sub-clauses (c) and (d) to suit the requirements of the specific work for which Bids are invited.]*

- (e) The Bidder should not have been debarred (or dealings suspended) on the date of bid opening by the Central/State Governments/undertakings or by the World Bank.
- (f) The Bidder should provide evidence of availability of liquid assets and/or credit facilities of not less than **Rs 6.30 Lakh** by submitting its Banker's certificate on the format given in Section 2.

[IA should insert value of liquid assets and/or credit facilities equivalent to estimated cash flow for 2 months in peak construction period.]

3. Qualification Information to be provided by the Bidder

The bidder shall provide qualification information which shall include:

- (a) Total monetary value of construction works performed in each year of the last 3 years;
- (b) List of works (similar to the works described in Para 1) completed satisfactorily as a prime contractor during the last 3 years, enclosing certificates from the respective Employers in support of experience claimed along with the Employers' contact numbers for contacting them for verification, if required;
- (c) CV of the proposed Site Engineer;
- (d) Report on its financial standing, along with last 3 years' financial statements/Profit and Loss Statements; and
- (e) Details of any litigation, current or during the last 3 years in which the Bidder is involved, the parties concerned and disputed amount or award in each case.

4. Eligibility - Conflict of Interest*

Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii. receives or has received any direct or indirect subsidy from another Bidder; or
- iii. has the same legal representative as another Bidder; or
- iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- v. any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
- vi. has a close business or family relationship with the concerned professional staff of the project implementing agency.

* For further details, the Bidder may refer to Clauses 1.6 and 1.7 of the World Bank's *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011, revised July 2014.*

5. Bid Price

- a) The Contract shall be for the whole of the Works as described in drawings and technical specifications. Corrections in the Bid, if any, shall be carried out by editing the information before electronic submission on e-Procurement Portal.
- b) All duties, taxes and other levies payable by the Contractor under the Contract shall be included in the total price.
- c) Prices shall be quoted in **Indian Rupees** only. Prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
- d) The Bidder shall enter on the e-Procurement Portal rates and prices and line item total for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the Bidder shall be deemed covered by other rates and prices in the Bill of Quantities.

6. Preparation of Bids

- 6.1 The Bidder is advised to visit the site of Works at his own expense and obtain all information that may be necessary for preparing the Bid.
- 6.2 Each Bidder shall submit only one Bid. Bidders should not contact other competing Bidders in matters relating to this Bid.
- 6.3 The Bidding Document is available online on the website <http://eprocure.gov.in/eprocure/app> and <http://www.cwprs.gov.in> [IA should insert URL of the e-Procurement Portal] and can be downloaded free of cost.

The Bidding Document comprises the following:

- (i) Instructions to Bidders;
- (ii) Bidding Forms
- (iii) Technical Specifications and Drawings; and
- (iv) Draft Contract Agreement format which will be used for finalizing the Agreement for this Contract.
- (v) Bank Policy - Corrupt and Fraudulent Practices

6.4 Bid Security

The Bidder shall submit Bid Security for the amount of **Rs. 25,500/-** in one of the following forms:

- Bank demand draft payable in favour of **“Pay and Accounts Officer, CWPRS, Pune”**
- Fixed Deposit/Time Deposit certificates issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided these are pledged in favour of **“Pay and**

Accounts Officer, CWPRS, Pune” and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificates.

6.5 The Bidder shall furnish with its Bid as per Format in Section 2, an Affidavit confirming correctness of information and documents submitted with the Bid.

6.6 **Electronic Submission of Bids**

Bids shall be submitted online on the e-Procurement Portal specified in ITB Clause 1. Detailed guidelines for viewing Bids and submission of online Bids are given in the website. Any Bidder can log on to this website and view the IFB and details of Works for which Bids are invited. However, every Bidder has to enrol/ register in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any Authorised Certifying Agency. The Bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging onto the website. The Bidder can then log in the website through the secure login by entering the password of the e-token & the user id/ password chosen during registration.

The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected.

6.7 The Bidder shall submit Bid in two separate online folders/envelopes **simultaneously**, i.e. Folder 1 - for the Technical Part, and Folder 2 - for the Financial Part.

6.8 Part I Bid named '**Technical Part of Bid**' submitted online by the Bidder shall comprise the following documents and the Bidder shall upload scanned copies of these documents with the Bid.

- (i) **Letter of Bid – Technical Part** as per format given in Section 2;
- (ii) **Bid Security** in accordance with ITB 6.4;
- (iii) **Credit facilities:** Bank's certificate evidencing access to credit facilities in the format given in Section 2 [ITB Clause 2 (f)];
- (iv) **Annual Turnover:** Chartered Accountant's Certificate showing Annual Turnover in civil engineering construction works of similar nature in the last three financial years. [ITB Clause 2 (b)];
- (v) **Authorization:** Power of Attorney of signatory of Bid (Paragraph 1.1 of Qualification Information)
- (vi) **Affidavit**, as per format given in Section 2, confirming correctness of information and documents submitted with the Bid [ITB Clause 6.5]; and
- (vii) **Qualifications:**
 - (a) Qualification information and supporting documents relating to similar nature of works executed and payments received; (ITB Clause 2 (a) and paragraph 1.3 of Qualification Information)
 - (b) Details of proposed sub-contractors; (Paragraph 1.4 of Qualification Information) and
 - (c) Other details listed in Paragraphs 1.6 and 1.7 of the Qualification Information Form.

- (ix) **Authorized address and contact details** of the Bidder having the following information:

Name of Firm
Address for communication
Telephone No.(s): Office
Mobile No.
Facsimile (FAX) No.
Electronic Mail Identification (E-mail ID)

6.9 **The Technical Part of Bid shall not include any financial information related to the Bid price.** Where material financial information related to the Bid price is contained in the Technical Part of Bid, the Bid shall be declared non-responsive.

6.10 Part II Bid named '**Financial Part of Bid**' submitted on the e-Procurement Portal by the Bidder shall comprise the following:

- (i) Priced Bill of Quantities (as per BOQ Schedule uploaded with the bidding documents) **wherein the rates shall be entered online only.** Upon entry of unit rates for all the items of work, total Bid Price would be calculated automatically by the System and displayed.

6.11 All documents are required to be signed digitally by the Bidder. The System generates a Unique Bid Identification Number, time stamped as per server time, as an acknowledgement for Bid submission.

6.12 Any Bid or modifications to Bid (including discount) received outside the e-Procurement System shall not be considered.

6.13 **Deadline for submission of Bids**

Bids must be uploaded online no later than the deadline for submission of bids viz. time **11.00 hours** and date **22/01/2019** (*day, month, year*), as per server time. A Bidder may modify its Bid any number of times by using the appropriate option for Bid modification on the e-Procurement Portal, before the deadline for submission of Bids. For bid modification and consequential re-submission, the bidder is not required to withdraw its Bid submitted earlier. The last modified Bid submitted by the Bidder within the deadline for bid submission shall be considered as the Bid. The modification and consequential re-submission of Bids is allowed any number of times.

A Bidder may withdraw its bid by using the appropriate option for Bid withdrawal, before the deadline for submission of Bids. If a bid is withdrawn, re-submission of the bid is **allowed within the stipulated period of last date and time of submission of bid.**

6.14 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

6.15 **Submission of Original Documents**

Bidders are required to submit the following documents **in original** to the Employer's office at **The Scientist – C, Construction and Procurement Cell, Room no. 201, OCL Building, CWPRS, Pune – Sinhagad Road, Khadakwasla, Pune – 24** [*IA should enter complete postal address.*]

- (i) Original Bid Security in approved form;
(ii) Affidavit confirming correctness of information and documents submitted with the Bid, using the Format given in Section 2; and
(iii) Original Power of Attorney.

The above said original documents should be received by the Employer **on or before 25/01/2019 at 11.00 hours**, either by registered/speed post/courier or by hand, failing which the Bid will be declared non-responsive, and will not be opened. Hard copies of Bids or any other documents are not required to be submitted.

7. Validity of Bid

Bid shall remain valid for a period not less than **60 days** after the deadline specified for submission. If a Bidder withdraws/modifies/substitutes its Bid after the deadline for submission, during the period of bid validity specified by the Bidder in the Letter of Bid, the Bid Security shall be forfeited.

8. Public Opening of Technical Parts of Bids

8.1 Technical Parts of all Bids received online by the deadline specified in ITB 6.13 will be opened online by the Employer, in the office of **The Scientist – C, CPC, CWPRS, Pune – 24** (*insert address*) on **25/01/2019** (date) **11.00 hours** (time), and this can also be viewed by the Bidders online. The Financial Parts of the Bids shall remain unopened in the e-Procurement System, **until the evaluation of the Technical Parts of the Bids.**

8.2 In all cases, original documents submitted as specified in ITB 6.15 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 6.15 will be declared non-responsive and **liable to be rejected.**

Thereafter, the Bidders' names, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be recorded as Technical Part Bid opening summary.

8.3 The Technical Part Bid opening summary will be uploaded on the e-Procurement Portal

8.4 Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

8.5 In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

9. Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with the process until the award to the successful Bidder is announced.

10. Evaluation of Technical Parts of Bids and Opening of Financial Parts of Bids

10.1 Evaluation of Technical Parts of Bid (Part I Bids) with respect to Bid Security, qualification information and other information furnished in the Bid pursuant to ITB Clause 6.8 shall be taken up. The Employer will determine whether each Bid (a) has been properly signed; (b) is accompanied by the Bid Security of requisite amount and validity in the approved form; (c) meets the eligibility criteria defined in ITB Clause 4; (d) is substantially responsive to the requirements of the bidding documents; and (e) meets the qualification criteria specified in ITB Clause 2.

10.2 Evaluation of Technical Parts of Bid (Part I Bids) will be completed by the Employer within ten working days of the date of bid opening, and a list will be

drawn up of the qualified bidders whose Financial Part of Bids (Part II bids) will be eligible for opening.

- 10.3 The result of evaluation of the Technical Parts of Bid (Part I Bids) shall be made on e-Procurement Portal **and the Bidders will be allowed a period of 5 working days to submit a complaint which shall be considered for resolution before opening of Part II Bids.**
- 10.4 After resolution of complaints, if received following the results of evaluation of the Technical Parts of Bid (Part I Bids) being made public, the Employer shall notify in writing those Bidders whose Technical Parts of Bids have been evaluated as substantially responsive as under:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
 - (b) their Financial Part of Bid will be opened online;
- 10.5 The Employer shall prepare the minutes of the online opening of Financial Parts of Bid, including the information disclosed and upload the same for viewing online.

11. Evaluation of Financial Parts of Bids

- 11.1 The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of (i) unit rates entered by the Bidder in the BOQ Schedule online and (ii) quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.
- 11.2 During the detailed evaluation of Financial Parts of Bid (Part II of the Bids), the substantial responsiveness of the Bids will be further determined with respect to the those bid conditions that were not examined in evaluation of Part I Bids, i.e., Letter of Bid – Financial Part, and Priced Bill of Quantities.
- 11.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 11.4 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 11.2 to determine the Bid that has the lowest evaluated price.

12. Award of contract

- 12.1 The Employer will award the contract to the Bidder whose Bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria.
- 12.2 Notwithstanding the above, the Employer reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.
- 12.3 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the bid validity period.

- 12.4 The Bid security of unsuccessful bidders will be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 13.
- 12.5 Within 2 weeks of the issuance of notification of award, the Employer will publish on the e-Procurement Portal, following details of the Contract:
- (i) Name of each Bidder who submitted the Bid;
 - (ii) Bid prices;
 - (iii) Name and evaluated price of each Bid that was evaluated;
 - (iv) Name of Bidders whose Bids were rejected and the reasons for their rejection; and
 - (v) Name of the selected Bidder, the price it offered, and the duration & summary scope of the contract awarded.

13. Performance Security

Within 15 days of receiving Notification of Award/Letter of Acceptance, the successful bidder shall deliver to the Employer, Performance Security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of **5% of the contract price**. The Performance Security shall be valid until 30 days beyond the expiry of the Defects Liability Period specified in clause 14. In case of a bank guarantee, Performance Security should be based on the Form included in Section, or the Form acceptable to the Employer.

Failure of the successful Bidder to furnish Performance Security and sign the Contract Agreement within the stipulated period shall constitute sufficient grounds for annulment of award and debarring the Bidder from participation in bidding for works by the Employer for a period of **two years**. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily or call for fresh bids.

14. Defects Liability

The "Defects Liability Period" for the works is six months from the date of taking over possession of the site and the completed Works by the Employer. During this period, the Contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

15. Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

16. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 4. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

SECTION - 2

Bidding Forms

1. Qualification Information Form
2. Format of Bank certificate for Credit facility
3. Letter of Bid – Technical Part
4. Letter of Bid – Financial Part
5. Appendix to Financial Part of Bid - Bill of Quantities Schedule
6. Form of Bid Security (Bank Guarantee)
7. Form of Affidavit for Correctness of Information and Documents
8. Format of Letter of Acceptance

QUALIFICATION INFORMATION FORM

The Bidder is required to submit the qualification information on the following format.

1.1 Principal place of business: _____

Power of attorney of signatory of Bid
[Attach copy]

1.2 Total value of Civil Engineering **2015-16**

_____ Construction works performed in the last **2016-17**

_____ 3 years (in INR Lakhs) **2017-18**

1.3 Work performed as prime contractor (under the same name of the Bidder) on works of a similar nature over the last three years.

Project Name	Name of Employer	Description of work	Contract No. and date	Value of contract (Rs. Lakhs)	Stipulated Date of completion	Actual date of completion	Remarks explaining reasons for delay in completing the work

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from the Engineer concerned.

1.4 Proposed subcontractors

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work

1.5 Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidder's bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

**SAMPLE FORMAT FOR EVIDENCE OF
ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES
BANK CERTIFICATE**

This is to certify that M/s ----- is a reputed company with a good financial standing. If the contract for the work, namely, _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

(Signature of Senior Bank Manager)

Name of the Senior Bank Manager
Address of the Bank
Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

Letter of Bid – Technical Part

INSTRUCTIONS TO BIDDER: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT.

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is intended to help the Bidder in completing this letter and such text should be deleted before submitting this letter.

Description of the Works* _____ *[insert brief description of the Works]*

Our Reference: No..... Dated.....

To:

[Employer's name and address]

Subject: Construction of..... *[Insert brief description of the Works]*

Sir,

1. We, the undersigned, hereby submit our Bid, in two parts, namely:
 - (a) Technical Part; and
 - (b) Financial Part
2. In submitting our Bid, we make the following declarations:
 - (a) **No reservations:** We have examined and have no reservations to the bidding document;
 - (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
 - (c) **Conformity:** We offer to execute in conformity with the bidding document the following Works: **Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24**
[Insert brief description of the Works]
 - (d) **Bid Validity Period:** Our Bid shall be valid for **60 days** as specified in ITB 7 from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - (e) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
 - (f) **One Bid Per Bidder:** We are not submitting any other Bid in compliance with ITB 6.2.
 - (g) **Suspension and Debarment:** We have not been debarred/removed from approved list (dealings suspended) by the Central or any State Government or by the World Bank.
 - (h) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
 - (i) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;

- (j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (k) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely 'Prevention of Corruption Act 1988'.

Yours faithfully,

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of [insert legal capacity of person signing the Letter of Bid]

Name of Bidder _____

Address _____

Dated on _____ day of _____, _____ [insert date of signing]

* To be filled in by the Employer before issuance of the Bidding Document.

Appendix to Financial Part of Bid

Bill of Quantities Schedule of Works

SCHEDULE OF WORKS

Name of Work: Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24.

Estimated Cost : Rs 12,58,528/-

Time Limit: 90 days

Item No.	Brief description of item	QTY	Unit	Rate	Amount
				in Rs.	in Rs.
1	Dismantling steel work/MS control gates in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead.	675.00	Kgs	2.40	1620.00
2	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	1.00	Cum	997.05	997.05
3	Demolishing brick/Stone work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. (a) In cement mortar	90.00	Cum	842.75	75847.50
4	Preparing a temporary bund for dewatering at appropriate places including filling of gunny/plastic bags with black cotton soil, placing it in position and filling the gaps with available soil, ramming, consolidating and making it watertight etc complete including removal of bags after completion of work at medium size top width 0.80mts,bottom width 1.0m and height 0.60m of less than 4m length as directed by the Engineer in-charge etc all complete.	9.00	Nos	3699.00	33291.00

5	Fabrication, supply and installation of M.S. water control gate of various sizes mentioned below size as per recirculation system requirement with complete assembly of lifting and lowering mechanism of shutter plate i.e. M.S. screw rod with square threading along with proper matching nut assembly to operate the shutter plate up and down with same load and force respectively using brass material to avoid anti corrosion on moving surface so that operation can made smoothly with full function to obtain proper line and level etc.including applying steel primer. (As per drawing enclosed)				
(i)	1.40m (width) x 4.20m (height)	2.00	Nos	45358.00	90716.00
(ii)	1.20m (width) x 2.65m (height)	2.00	Nos	34044.00	68088.00
(iii)	1.15m (width) x 4.00m (height)	2.00	Nos	41075.00	82150.00
(iv)	1.00m (width) x 4.80 m(height)	2.00	Nos	44047.00	88094.00
(v)	1.40m (width) x 3.25m (height)	2.00	Nos	35922.00	71844.00
(vi)	1.20m (width) x 3.30 (height)	2.00	Nos	35904.00	71808.00
(vii)	0.80m (width) x 2.20m (height)	1.00	Nos	21186.00	21186.00
6	Second class brick work in foundation and plinth in cement mortar 1:4 (1 cement: 4 coarse sand).	90.00	Cum	4592.90	413361.00
7	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	20.00	Cum	5481.95	109639.00
8	Cement plaster 1:3 (1 cement: 3 coarse sand) finished with a floating coat of neat cement.20 mm cement plaster	300.00	Sqm	313.25	93975.00
9	Finishing walls with water proofing cement paint of required shade : New work (Two or more coats applied @ 3.84 kg/10 sqm)	300.00	Sqm	58.80	17640.00
10	Pumping out water caused by springs, tidal or river seepage, brokenwater mains or drains and the like.	70.00	KL	104.30	7301.00

11	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading,transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	91.00	Cum	120.55	10970.05
				Total	1258527.60
				Say Rs.	1258528.00

(Rupees Twelve lakhs fifty eight thousand five hundred and twenty eight only)

Bill of Quantities

[IA should insert BOQ details using the Sample format given below.]

Name of Work	Time Limit	Estimated Cost in Rs.	Cost Quoted by Contractors in Percentage (excess or less) only
Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24.	90 days	12,58,528/-	

Contractor's Signature

Scientist – C
Construction and Procurement Cell

FORM OF AFFIDAVIT FOR CORRECTNESS OF INFORMATION AND DOCUMENTS SUBMITTED WITH BID

[Reference ITB 6.5]

[This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public]

I,(name of the authorised representative of the Bidder) solemnly affirm and state as under:

1. I hereby certify that all the information and documents furnished with the Bid submitted online in response to NIT number **115/2018-19** date **31/12/2018** issued by **The Scientist – C, Construction and Procurement Cell, CWPRS, Pune – 24** (authority inviting bids) for **Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24 (NIT No. 115/2018-19)** (name and identification of work) are true and correct.

2. *I hereby certify that I have been authorised by (the bidder) to sign on their behalf, the Bid mentioned in paragraph 1 above.

Deponent

Place:

Date:

* This sub-paragraph is not applicable if the Bidder is an individual and is signing the Bid on his own behalf.

LETTER OF ACCEPTANCE CUM NOTICE TO PROCEED WITH THE WORK

(ON LETTER HEAD OF THE EMPLOYER)

No. CWPRS/CPC/AAO(C)/

Dated: -----/2018

To

[Name and address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the **Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24.** for the contract price of Rupees _____ *[amount in words and figures]*, is hereby accepted by us.

You are hereby requested to furnish Performance Security for an amount of Rs. _____ (equivalent to 5% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of FDR/Demand Draf/Bank guarantee in favour of **“Pay and Account Officer, CWPRS, Pune”** shall be valid until 30 days beyond the expiry of the Defects Liability Period i.e. upto _____. Failure to furnish the Performance Security will lead to cancellation of the award of contract.

You are also requested to sign the Contract Agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the intended completion period.

With the issuance of this acceptance letter and furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

SECTION - 3

1. Contract Agreement form
2. Selected Bidder's Priced BOQ (as Annexure 1 to Contract Agreement)
3. Specifications and Drawings (as Annexure 2 to Contract Agreement)
4. Format for certification of Contractor's work by the Employer's Engineer (as Annexure 3 to Contract Agreement)
5. Form of Performance Bank Guarantee

CONTRACT AGREEMENT FORM

ARTICLES OF AGREEMENT

1. This deed of agreement is made in the form of Agreement on ____ day month **2018**, between the **The Scientist – C, Construction and Procurement Cell, CWPRS, Pune – 24** (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), resident of **Khadakwasla, Pune** (hereinafter referred to as the second party), to execute the work of **Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24.** (here in after referred to as works) on the following terms and conditions.

1.1 Definitions

Following terms wherever used in the contract, have the following meanings:

Arbitrator is the person appointed by the First Party to resolve disputes as provided for in Clause 14.

Bill of Quantities means the priced and completed **Bill of Quantities** forming part of the Bid.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Clause 5.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works during the Defects Liability Period.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

The **Defects Liability Period** is the period named in the Contract and calculated from the Completion Date as defined above.

The **Employer** is the party who will employ the Contractor on behalf of Govt. to carry out the work.

The **Engineer** is the Engineer-in-charge (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) i.e. concerned Executive Engineer, who is responsible for supervising the execution of the works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in Clause 5 of this Agreement. The Intended Completion Date may be revised only by the Employer by issuing an amendment to the Contract for extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is the date when the Contractor shall commence execution of the works as stipulated in the Letter of Acceptance. It does not necessarily coincide with any of the Site Possession Dates.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the Contract

2. **Contract Price**

The total Contract Price for the works is **Rs. _____** as reflected in Annexure 1.

3 **Payments under the contract**

3.1 Payments to the second party for the construction work will be released by the first party as mentioned below:

(a) On the second party submitting an Invoice supported by the monthly statement of estimated value of the work completed less the cumulative amount certified previously along with the details of quantity of works executed – given in the tabulated form approved by the Engineer; and on certification of the Invoice by the Engineer nominated by the first party with respect to quality and quantity of works in the format in Annexure 3. The Engineer will complete the certification of payments within 15 days of the submission of the Invoice by the Second Party.

3.2 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of submission of the invoice by the Contractor.

3.3 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall not be paid any interest upon the delayed payment.

3.5 Items of the Works for which no rate or price has been entered in the Bill of Quantities will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract

3.6 The Employer shall retain (Retention Money/Security Deposit) **10% of the amount from each payment** due to the Contractor subject to the maximum of **10% of final contract price** till six months beyond completion of the work in all respect.

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, will issue a notice to the first party or the Engineer nominated by the first party [who is responsible for supervising the contractor, administering the contract, certifying payments due to the contractor, issuing and valuing variations to the contract, etc.) to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in **90 Days** from the date of this Agreement, i.e. by **.....2018**, referred to as the Intended Completion Date. In exceptional circumstances, the time period/Intended Completion Date stated in this clause may be extended in writing by mutual consent of both the parties.

After completion of the works, the Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

The Employer shall take possession of the site and the Works within seven (7) days of the Engineer issuing a Certificate of Completion.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. **0.05 % of the contract value** per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages reaches **5 % of the contract value**.

8. Duties and responsibilities of the first party

- 8.1** The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2** The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3** Possession of the site will be handed over to the second party within 10 days of signing of the Agreement.
- 8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

- 9.1** The second party shall:
 - a) take up the works and arrange for its completion within the time period stipulated in clause 5;
 - b) employ suitable skilled persons to carry out the works;
 - c) regularly supervise and monitor the progress of work;
 - d) abide by the technical suggestions / direction of supervisory personnel including Engineer etc. regarding construction;
 - e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
 - f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
 - g) keep the first party informed about the progress of work;
 - h) correct the notified defects within the length of time specified by the Engineer;
 - i) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party;

- j) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims from the start date to the end of Defect Liability Period;
- k) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law);
- l) abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority;
- m) abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the State or Central Government, or local authorities;
- n) be responsible for the safety of all activities on the Site.

10. Variations / Extra Items

The works shall be executed by the second party in accordance with the approved drawings and specifications. No variation in cost is acceptable. However, if the Engineer issues instructions for execution of extra items, the following procedure shall be followed:

- (a) The second party shall provide the Engineer with a bid for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the bid, which shall be given within seven days of the request before the extra items are ordered.
- (b) If the bid given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- (c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

11. Delays ordered by the Engineer

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay or suspension of work which increases the Contractor's costs shall be subject to equitable adjustment by the Employer.

12. Defects Liability

- 12.1 The "Defects Liability Period" for the work is **six months** from the date of taking over of possession of the site and the completed Works by the Employer in accordance with Clause 5. During this period, the Contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

- 12.2 The Engineer shall give notice to the Contractor of any Defects [specifying a time limit by which it should be corrected] before the end of the Defects Liability Period. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 12.3 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the time period specified by the Engineer.
- 12.4 If the Contractor has not corrected a Defect within the time period specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected and the Contractor shall pay this amount.

13. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until **30 days** beyond the expiry of the Defects Liability Period.

14. Taxes

The Contractor is responsible for all taxes in accordance with the laws of the country.

15. Final Account

- 15.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate after the Contractor has fulfilled its obligations under the Contract to this end and certify any final payment that is due to the Contractor within fifteen (15) days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within fifteen (15) days a schedule that states the scope of the corrections or changes that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

16. Termination

- 16.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 16.2 Fundamental breaches of Contract include, but shall not be limited to the following:
 - (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
 - (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (d) the Contractor does not maintain a security which is required;

- (e) the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract; and
- (f) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the clause 7 of this Agreement.

16.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

16.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

17. Payment upon Termination

17.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

17.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

18. Property

All materials and construction equipment on the Site, temporary works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

19. Dispute settlement

If any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer / Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

20. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 4. In further pursuance of this

policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

The Priced Bill of Quantities (Annexure 1) and Specification and Drawings (Annexure 2) are attached.

In Witness whereof the parties thereto have caused this Agreement to be executed the day, month and year written hereunder:

Signed, sealed and delivered by the said Parties:

(Signature of the Employer)

(Signature of the Contractor)

Name.....

Name.....

Date.....

Date.....

Designation.....

Designation.....

Organization.....

Name of the Firm.....

Attachments

Priced Bill of Quantities - Annexure 1

Specifications and Drawings and Specifications - Annexure 2

Annexure 1

[Selected Bidder's Priced Bill of Quantities submitted with its Bid shall be incorporated here as an Annexure to the Contract Agreement]

Specification and Drawings

[IA should insert Specification and Drawings here.]

LIST OF APPROVED MAKE OF MATERIALS (FOR CIVIL WORKS)

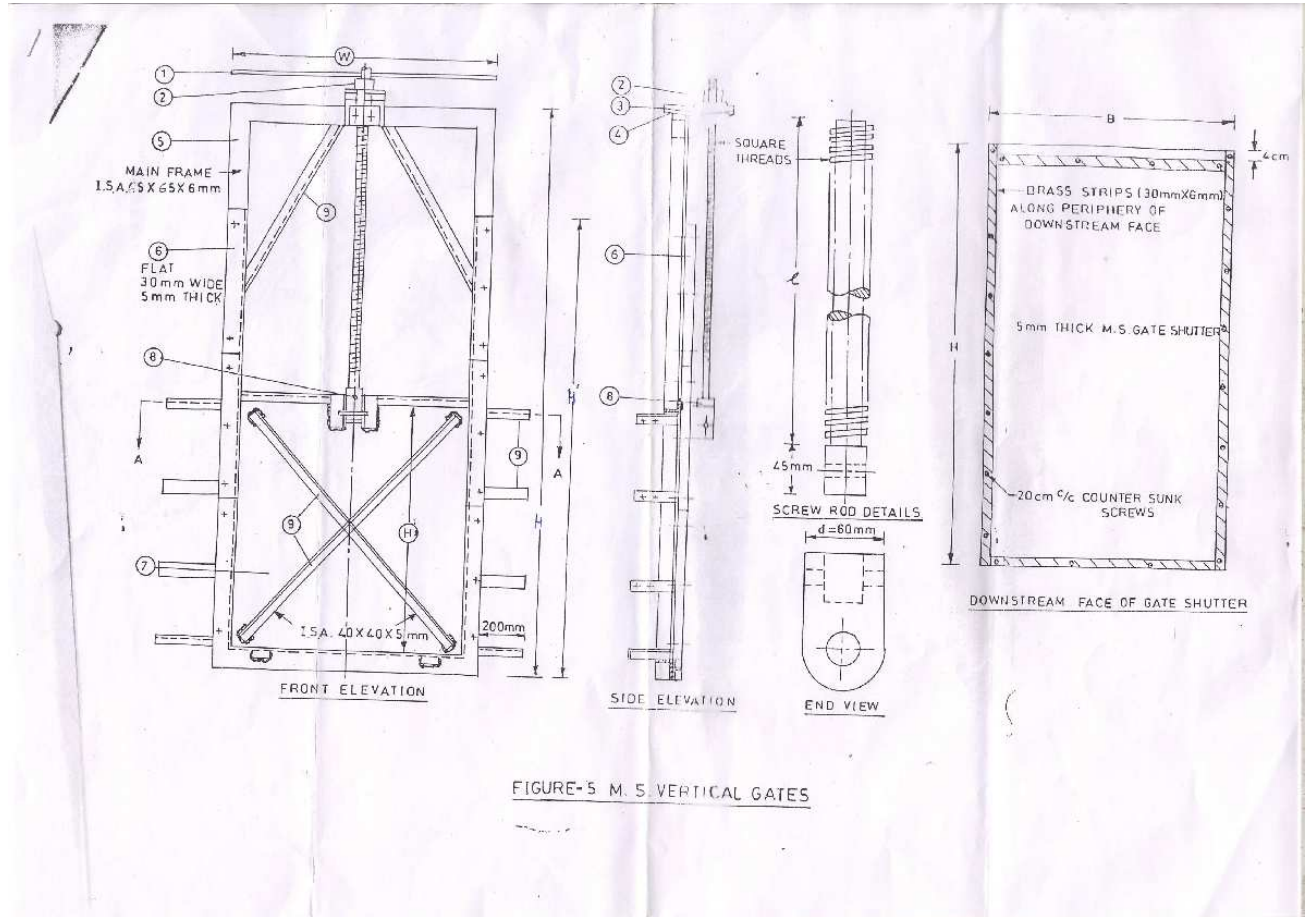
Specification/brands names of materials and finishes approved by the Architect/Engineer-in-Charge are List below. However approved equivalent material and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the Architect/Engineer-in-Charge.

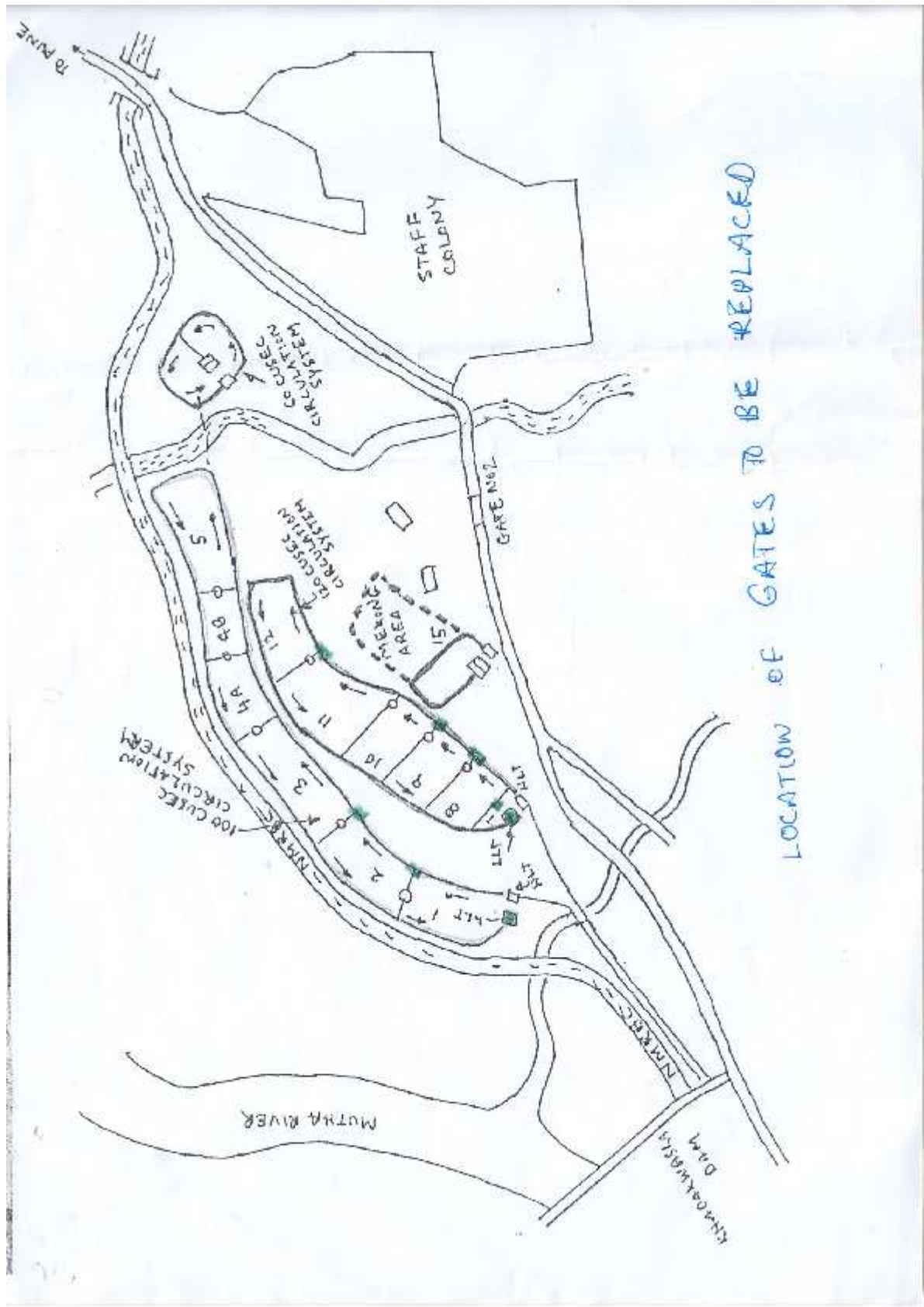
Sl. No.	Materials	Approved make
1	DAMP PROOF MATERIAL	IMPERMO, DURASEAL, ACCO-PROOF.
2	STRUCTURAL STEEL SECTIONS	TATA, SAIL, RINL, SWASTIK, JINDAL (JSW), JSPL, PUSPAK
3	ADMIXTURE	FOSROC, MCB.
4	WHITE CEMENT	J.K. WHITE, BIRLA WHITE
5	WATER PROOFING COMPOUND	TAP CRETE, CICO, ACCOPROOF, IMPERMO.
6	BITUMEN	INDIAN OIL, HINDUSTAN PETROLEUM.
7	LOCKS/LATCH	GODREJ, HARRISON, DORMA, ONYX
8	LAMINATES	FORMICA, DECOLAM, MERINO.
9	PRELAMINATED PARTICLE BOARD	NOVOPAN, ARCHID PLYKITLAM,
10	ADHESIVE	PIDILITE, DUNLOP, VAMORGANIC.
11	FLUSH DOOR SHUTTERS (ISI marked only) (DECORATIVE/NON DECORATIVE).	KITCAM, NATIONAL, SWASTIK, TTKUTTY, ORIENT.
12	BOARD & PLYWOOD	DURO, KITPLY, CENTURY.
13	HYDRAULIC DOOR CLOSER/ FLOOR SPRING	HARDWYN, GODREJ.
14	GLASS SHEET (FLOAT/PLAIN)	MODI FLOAT SAINT GOBAIN
15	ALUMINIUM SECTIONS	JINDAL, HINDALCO, INDALCO.
16	TERRAZZO TILES (PRECAST)	NITCO, BHARAT, RAJ TILES.
17	CERAMIC TILES	JOHNSON, SOMANY, KAJARIA, BELL CERAMICS, NITCO, ORIENT.
18	CEMENT CONCRETE TILES/HARDONITE TILES	NITCO, NTC, HINDUSTAN
19	VITRIFIED TILES	GRANITO, NAVIN DIAMOND, KAJARIA, JOHNSON (MARBONITE) DECOLITE (GRANOLITE), NITCO, SOMANY.
20	SYNTHETIC ENAMEL PAINT	BERGER, NEROLAC, ASIAN.
21	PLASTIC EMULSION PAINT	ASIAN, BERGER, NEROLAC, DULUX.
22	VITREOUS CHINA SANITARYWARE (ISI MARKED ONLY)	PARRYWARE, HINDWAR, NEYCER, CERA..
23	SOIL, WASTE & VENT PIPES & FITTINGS (A) CENTIFUGAL CAST IRON (IS:3989)	NECO, KAPILANSH
24	G.I. PIPES (ISI MARKED ONLY)	TATA, JINDAL-HISSAR, SWASTIK.
25	UPVC PIPE	SUPREME, PRINCE, FINOLEX.
26	PTMT ACCESSORIES (ISI MARKED ONLY)	PRAYAG OR OTHER ISI MARKED
27	ALLUMINIUM DOOR FITTINGS (ISI MARKED ONLY)	CLASSIC, PRESTIGE
28	OXIDIZED M.S DOOR/WINDOW FITTINGS (ISI MARKED ONLY)	ISI MARKED FITTINGS
29	UPVC RAIN WATER PIPES (ISI MARKED ONLY) IS:13592	PRINCE, SUPREME, FINOLEX.
30	POLY-SULPHIDE SEALANT	PIDILITE, TUFFSEAL, CHOKSEY, CHEMICALS.
31	WIRE MESH	STERLING ENTERPRISES, TRIMURTY WELDED MESH.
32	EPOXY MORTAR	FOSROC, SIKA.
33	DASH FASTNCRS	HILTI, FISHER, CANON.

34	WOODEN DOOR FITTINGS OF BRUSHED STEEL	B & R.DORMA
35	S.S.STAIRCASE RAILING	CONNECT ARCHITECTURAL PRODUCTS PVT.LTD, JINDAL STAINLESS STEEL LTD., ICICH INDUSTRIES, ESSAL.
36	FIRE CHECK DOOR	ROMAT, KUTTY DOOR.
38	FIRE CHECK ACCESSORIES CALCIUM SILICON BOARD	FROMTECT.
38	SMOKE SEAL STRIP	IMPROTED PROMAT/ASTRO FLAME.
39	PVC TANK (ISI MARKED ONLY)	ISINTEX,STAR, LOTUS,PLASTO..
40	PANIC EXIT DEVICE	INGERBOLL RAND/MONARCH.
41	STEEL SECTIONAL WINDOW/VENTILATORS	AGEW,SEN HERVIK,SHIV MULAR,STEEL PLAST..
42	ANODISED ALUMINIUM HARDWARE (HEAVY DUTY)	HARDIMA, EVERITE, SIGMA (ISI MARKED).
43	GLASS SHEET(FLOAT/PLAIN)	MODI FLOAT & SAINT GOBAIN, ASAHI, GLAVERBEL.
44	PLOYSTER POWER COATING SHADES	NEROLAC, BERGER, J&N.
45	ALUMINIUM SECTIONS	JINDAL, HINDALCO, INDALCO.
46	FRICTION STAY HINGES	EARL-BIHARI.
47	NUTS, BOLTS AND SCREWS, STEEL	KUNDAN.PRIYA ATUL.
48	EPDM GASKET	HANU/ANAND.
49	STRUCTURAL SILICON	DOW CORNING/WACKER.
50	WEATHER SILICON	DOW CORNING/WACKER.
51	TERRAZZO TILES (PRECAST)	NITCO, BHARAT, RAJ TILES.
52	TILE ADHESIVE	CICO, PIDILITE, FERROUS.
53	CHEQUERED TERRAZO TILES	NITCO , BHARAT, PODDAR.
54	CLAY TILES ON ROOF	KENJAI , JOHNSON
55	CC PAVERS	NITCO-(ROCKARD), BHARAT-(NILSAN) REGENCY.
56	GRASS PAVER	UNISTONE, ULTRA.
57	WATER-PROOF CEMENT PAINT	SNOWCEM, ASIAN.
58	SYNTHETIC ENAMEL PAINT	BERGER, NEROLAC, ASIAN.
59	VITREOUS CHINA SANITARYWARE(ISI MARKED ONLY)	PARRYWARE, HINDWAR, NEYCER, CERA, JAQUAR
30	FIRECLAY SINK & DRAIN BOARDS	PARRY, SUNFIRE.
61	STAINLESS STEEL SINKS(ISI MARKED ONLY)	NILKANTH, AMC, CORBA.
62	C.P.BRASS FITTINGS	JAGUAR,
63	SOIL, WASTE & VENT PIPES & FITTINGS (A) CENTTIFUGAL CAST IRON(IS:3989)	NECO,KAPILANSH, BIC..
64	LA(CI) PIPES	RIF, NECO.
65	G.I.PIPES(ISI MARKED ONLY)	TATA, JINDAL-HISSAR, SWASTIK.
66	G.I.FITTINGS (MALLEABLE CAST IRON)	UNIK, ICS.
67	GUNMETAL VALVES	LEADER, SANT, ZOLOTO.
68	STONEWARE PIPE & GULLY TRAPS(ISI MARKED ONLY)	PERFECT, PARRY, SONYA, RAJHANS, CERAMICS.
69	R.C.C. PIPES- (NP-2)	LAKSHMI SOOD & SOOD , JAIN & CO.
70	MS PIPES	KESORAM, ELECTRO STEEL.
71	C.I.DOUBLE FLANGED SLUICE VALVES.	KIRLOSKAR, IVC, BURN.
72	C.I.DOUBLE FLANGED NON- RETURN VALVES	KIRLOSKAR.
73	C.I.MANHOLES COVERS(ISI MARKED ONLY)IS:1726	NECO, BIC.
74	COPPER TUBES/PIPES	RAJCO, MAX FLOW ABC.
75	COPPER FITTINGS	YORKSHINE, IBP, BCONEX.

76	BALL VALVES	ZOLOTO, IBP, ARCO.
77	BUTTERFLY VALVES	AUDCO
78	UNGLAZED VITRIFIED TILES	JOHNSON- (ENDURA), SOMANY -(DURA STONE), REGENCY- (TILES)
79	SPIDER FITTINGS	DORMA, SEVAX.
80	MINERAL FIBRE FALSE CEILING	ARMASTRONG OR EQUIVALENT AS FOR RELEVANT IS: CODE.
81	PVC SHUTTER & FRAME	SINTEX, RAJSHREE, PLASTIWOOD,
82	BLACK ENAMELED M.S FITTINGS (ISI MARKED ONLY)	ISI MARKED FITTINGS.
83	PARTICLE BOARD (ISI MARKED ONLY)	BHUTAN BOARD, NOVAPAN, KITBOARD, NOVATEAK.
84	UPVC RAIN WATER PIPES (ISI MARKED ONLY) IS: 13592	PRINCE, SUPREME, FINOLEX, PLASTO.
85	P.P.R. PIPES	S.F.M.C., SAFE, PIONEER.
86	Oil Bound Distemper	Asian (Tractor), ICI (Maxi lite), Berger (Bison), Nerolac (NAD)
87	GI Sheet	Tata Blue Scope, JSW
88	Translucent Sheet/FRP Sheet	Tata Shakti
89	PVC water tank	Syntax, Plasto
90.	Atactic Polypropylene Polymer (APP) water proofing membrane	Fevicol, TIKIDON, STP of ISI mark

अनुसंधान के माध्यम से सेवा
Service Through Research





Annexure 3

Format for certification of work by the Employer's Engineer

Certified that the works upto ----- level in respect of construction of ----- at ----- have been executed in accordance with the approved drawings and technical specifications.

Signature
Name & Designation
(Official address)

Place:
Date:

Office seal

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 Deposit:

Renovation of water control gates including civil structures in water recirculation system under NHP at CWPRS, Pune-24.

While submitting commercial bid, the BIDDER shall deposit an amount **Rs. 25,500/-** (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

- (i) Bank Draft in favour of **Pay and Accounts Officer, CWPRS, Khadakwasla, 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 RFP)

5.1 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.

5.2 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.

5.3 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, 1830 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.

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
CHIEF EXECUTIVE OFFICER
CONSTRUCTION AND PROCUREMENT CELL
CWPRS, KHADAKWASLA, PUNE-24

BIDDER

Witness

Witness

1. _____

1. _____

2. _____

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.

FORM OF PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days beyond the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

1 An amount shall be inserted by the Guarantor, representing five percent of the Contract Price specified in the Contract and denominated in Indian Rupees.

Section 4

Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁴
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁵
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any

¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

⁴ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph

1.16(e) below.

- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁶ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁷;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

⁶ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.