



Advertised e-Tender Enquiry

Name of the Work: Supply, Installation testing and commissioning of Laptop with Education Floating Licenses of Agisoft Metashape Pro for Conservation Lab at SPA,ITI Road Vijayawada.



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ADVERTISED e-TENDER

Ref. No.:31/SPAV/Con-Lap/2019-20

Date-02.03.2020

Item Rate Sealed Online tenders are invited from the appropriate class of suppliers who have been experienced **for Supply, Installation testing and commissioning of Laptap with Education Floating Licenses of Agisoft Metashape Pro for Conservation Lab at SPA,ITI Road Vijayawada.**

The tendering process is online at NIC CPPP e-portal URL address <http://etender.gov.in/eprocure/app>

Sl. No.	Particulars	Time of Completion/ Supply	Estimated Cost (Rs.)	Earnest Money (Rs.)	Tender Fee (Rs.) (including GST) non-refundable
1	Supply, Installation/Demonstration/, training and commissioning Education Licenses of Agisoft Metashape Pro Software at School of Planning and Architecture, ITI Road, Vijayawada	20	2,00,000	Rs. 11000	Rs 500/-
2	Supply, Installation/Demonstration one number of Laptop, Core i9 8th gen -8950HK/ 64 GB RAM, Hard Drive of 1TB + 1 TB SSD, Graphic Card- 4GB 1050ti Graphics and Windows 10 operating system, make of HP or equivalent preferably of Alienware/Dell/Asus with accessories of wireless mouse etc at School of Planning and Architecture, ITI Road, Vijayawada		3,55,000		

Note :The agency may quote for both the items or single item also.

CRITICAL DATE SHEET

Publishing Date	Date: 02.03.2020, 10.00 hrs.
Bid Document Download / Sale Start Date	Date: 02.03.2020, 10.00 hrs.
Bid Submission Start and End Date	Start Date: 09.03.2020, 10.00 hrs.



	End Date: 20.03.2020, 15.00 hrs.
Last date and time of submission of original hard copy of Demand Draft/Banker's Cheque against EMD and Tender fee	Date: 23.03.2020, 15.00 hrs. Office of Registrar, School of Planning and Architecture, Vijayawada ITI Road, Vijayawada-520008, Andhra Pradesh
Bid Opening Date (e-Envelope-1)	Date: 24.03.2020, 13.00 hrs.
Bid Opening Date (e-Envelope-2)	To be intimated later on through CPP Portal

Prospective tenderers are advised to get register themselves at NIC CPP portal, obtain 'Login ID' & 'Password' and go through the instruction available in the Home Page after log into the CPP-portal <http://etender.gov.in/e procure/app>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender.

The tenderer shall submit their tender only at CPP portal <https://etender.gov.in/e procure/app>. Tenderer/Supplier are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned document along with scanned copy of Demand Draft for EMD.

Uploading of tender in location other than specified above shall not be considered. Hard copy of tender shall not be entertained.

Eligibility Criteria-Contractors/agencies who fulfill the following requirements shall be eligible to apply.

(a) Should have satisfactorily completed the works as mentioned below during the last seven years ending up to previous day of last date of submission of tenders.

Three similar works each costing not less than Rs.2.5 lakhs

or

Two similar works each costing not less than Rs.3.5 lakhs

or

One similar work costing not less than Rs. 4.5 lakhs.

PROCEDURE FOR SUBMISSION OF BIDS

The Bid in original duly signed along with scanned copies of all relevant documents should be uploaded on e-Tender portal <https://e procure.gov.in/e procure/app> by the Bidder and original Hard Copies of EMD and Tender Fee must be submitted physically to SPA Vijayawada. Bidder is advised to submit the BID strictly in accordance with the terms & conditions and specifications contained in the BID documents and need not to stipulate any deviation or condition. Institute reserves the right to reject any BID containing deviations to the terms & conditions and requirements stipulated in the BID document.

In the Commercial Bid, the Bidders must quote the rates in figures as specified in excel template (BoQ).

BID shall be submitted in two parts: Part I - Technical Bid in E envelope 1 **and** Part II - Commercial Bid in E envelope 2. Both the envelopes should be submitted online.

The BID must contain the name, address and contact details of business of the person or persons submitting the BID and must be **signed and sealed by the Bidder with his/hersignature on every page of the BID and upload the scanned copy.**



BID by a partnership firm must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed/agreement should also be furnished.

The Bidder's name stated in the BID shall be exact legal name of the firm/company/ corporation etc. as registered or incorporated. All changes/alterations/corrections in the BID shall be signed with date in full by the person or persons signing the bid.

Transfer of BID submitted by one Bidder to another is not permissible. No alteration in the essence of BID, once submitted shall be permissible.

Please use two cover systems for this tender.

- i. E –Envelope 1 i.e Technical Bid
- ii. E- Envelope 2 i,e Financial bid/Price bid

Please note that **Rates should not be quoted in the Technical Bid**. Only Commercial Bid should indicate rates and should be uploaded **one-procurement (<https://eprocure.gov.in/eprocure/app>)portal**.

All the documents viz. Earnest Money Deposit and Tender Fee, as hereinafter directed are to be kept in a single sealed cover super-scribed with Tender Number, Due date, and the words **“Supply, Installation testing and commissioning of Laptap with Education Floating Licenses of AgisoftMetashape Pro for Conservation Lab at SPA,ITI Road Vijayawada..” due “NOT TO BE OPENED BEFORE TIME”**.

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed in original by the Bidder or a person duly authorized to bind the Bidder to the contract and scanned and uploaded in CPPP.

All pages of the bid except un-amended printed literature shall be initialled by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the bid.

EARNEST MONEY DEPOSIT (EMD) & Tender Fee:

- i. Earnest Money of Rs. 11000 (Rupees Eleven thousand only)and Tender fee of Rs 500/- should be submitted along with the Tender by way of
A Demand Draft (only of Nationalized Bank) in favour of **School of Planning and Architecture Vijayawada**, payable at Vijayawada, A.P.
- ii. EMD received from unsuccessful Bidders' will be returned within reasonable time after the issuing of the contract to the successful bidder.
- iii. Bids without requisite Earnest Money shall be summarily rejected. However firms registered as MICRO and Small Enterprises (MSEs) as defined in MSME procurement policy may be exempted from paying the EMD/bid security/tender fee . To claim the exemption, the bidders must be offering/providing relevant document of proof.
- iv. The successful Bidder's EMD/bid security will be discharged upon the Bidder accepting the job award letter and furnishing the Performance Guarantee.
- v. The EMD/bid security may be forfeited:
 - a. If a Bidder withdraws its bid during the period of bid validity; Or
 - b. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time and/ or conceals or suppresses material information; Or
 - c. In case of the successful Bidder, if the Bidder fails to sign the Agreement or to furnish performance guarantee.
- v. The Technical Bid submitted in response to this Tender Document along with the



supporting material, will become the property of the Institute

1) TECHNICAL BID SHALL CONTAIN THE FOLLOWING: List of all Mandatory Documents to be scanned and uploaded within the period of bid submission in E-Envelope 1:

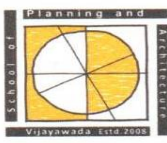
- i. Cost of BID Tender Document/documentation fees of (Rs.500/-) in the shape of Bank Draft.
- ii. Earnest Money Deposit (EMD)
- iii. Bidding document duly signed and stamped on all pages by the authorized signatory thereby accepting all terms and conditions.
- iv. Manufacturer Authorization Form (MAF) from the respective make,if OEM self declaration to be submitted on letter head of OEM.
- v. Bidder's Eligibility Criteria i.e work completion certificates or proof of payment received from the clients along with the documentary proof.
- vii. Documents related to, GST, (enclose copy).
- viii. Agency should not be blacklisted (An affidavit to this effect is required to be submitted in company letter head).
- ix. Company or firm or proprietorship registered document/proof.
- x. Additional documents, if any.

Note: As mentioned earlier, scanned copies of all bid documents should be uploaded on CPP portal. If any bidder fails to upload scanned copies of all documents, the bid will not be accepted.

COMMERCIAL BID/Price Bid : E Envelope 2 .

Commercial BID shall be uploaded as per **Schedule-1** of rates enclosed

- i. Copy of Commercial Bid shall be uploaded by the Bidder online on CPP Portal as per the rate schedule specified in the BoQ template (excel file). Bidders are advised to download the BoQ template from the CPP Portal.
- 2) The details of Rate Schedule for all the services under all the components of this Tender for which the Bidder is intending to quote, is given in Schedule-1(Part-II). The rates in these schedules shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical BID. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website.
- 3) The intending bidder must have valid **class-III digital signature** to submit the bid.
- 4) On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 5) Contractor can upload documents in the form of **JPG** format and **PDF** format.
- 6) a) Contractor must ensure to quote his tender item for the Estimated Cost. The column meant for quoting **item rates** in figures appears in pink colour and the moment rate is entered, it turns sky blue.
- 7) **The bidder can quote for single item, two items or all the items as per his choice and the lowest bidders shall be considered each item wise separately. The work orders shall be given separately for each item for the lowest bidder in each item. The unquoted items shall be left blank. Work order will be given to the lowest bidder(s) separately for each item or combined for all the items.**
- 8) The successful tenderer shall be required to submit a **Performance Guarantee of 5%** (Five Percent) of the agreement amount within **7** days of issue of letter of intent. This period can be further extended by Engineer-in-Charge up to a maximum period of **3** days on the written request of the contractor.
- 9) Tenders with any condition including that of conditional rebates shall be rejected forthwith. Rates of such tenders shall neither be read out, nor entered in tender opening register at



the time of opening of tenders.

- 10) The Department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
- 11) Contractor shall not divert any advance payments or part thereof for any other purpose other than needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e. mobilization, secured against materials brought at site, secured against plant & machinery and / or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.
- 12) The Director, SPAV reserve the right to verify the credential submitted by the agency at any stage (before or after the award of work). If at any stage, any information /documents submitted by the tenderer is found to be incorrect/false or have some discrepancy which disqualifies the contractor then the following actions are liable:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in SPAV, apart from any other appropriate contractual/legal action.

The Director, SPAV reserves the right of accepting or rejecting any or all tenders or any part thereof without assigning any reason.

Registrar



ADVERTISED e-TENDER

Item Rate Sealed tenders are invited from the appropriate class of suppliers who have ready to **“Supply, Installation testing and commissioning of Laptop with 5 Education Floating Licenses of Agisoft Metashape Pro for Conservation Lab at SPA, ITI Road Vijayawada.”**

The tenderers are required to submit digitally signed eligibility criteria of the conditions such as work orders of similar nature with completion certificate/certified bills indicating the value of work specified as above, GST registration certificate, ESI & EPF Registration if applicable etc.

- 1) Estimated Cost of the Contract Works are **Rs. 5,55,000 (Rupees Five Lakhs Fifty Five Thousand Only)** for the market rates.
- 2) Time for carrying out the work will be within 20 days and the date of commencement shall be reckoned from the seventh day of issue of award letter.
- 3) The tender shall not be issued physically. The tendering process is online at NIC CPPP e-portal URL address <http://etender.gov.in/eprcure/app>.
- 4) The earnest money amounting to **Rs. 11,000/-** (Rupees Eleven thousand only) as Demand Draft or pay order of a schedule bank drawn in favour of “School of Planning and Architecture, Vijayawada,” payable at Vijayawada should be scanned and attached on E-portal. However, *the original Demand Draft against Earnest Money should reach by post/courier/given in person to the concerned officials as mentioned in CRITICAL DATE SHEET.* and **Tender Fee of Rs500/-** (Rupees One Thousand Only) as Demand Draft or pay order of a schedule bank drawn in favour of “School of Planning and Architecture, Vijayawada,” payable at Vijayawada) *should reach by post/courier/given in person to the concerned officials as mentioned in CRITICAL DATE SHEET.*

Estimated Cost Put to Tender	:Rs. 5,55,000/-
Earnest money	:Rs. 11000/- (To be returned after receiving Performance Guarantee).
Performance Guarantee	: 5% of tendered/accepted value.
Security Deposit	: 2.5% of tendered / accepted value.

The successful tenderer shall be required to submit a Performance Guarantee of 5% (Five Percent) of the agreement amount within 7 days of issue of letter of intent. This period can be further extended by Engineer-in-Charge up to a maximum period of 3 days on the written request of the contractor

- 5) The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 6) Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
- 7) The tenders shall not be permitted to tender for works in the concerned unit of SPAV in which a relative is posted in the grade between Registrar. He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who relatives are as mentioned above.

Note:

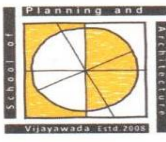


A person shall be deemed to be relative of another if, and only if, They are members of a Hindu undivided family; They are husband and wife; or The one is related to the other in the following manner: Father, Mother (Including step mother), Son (Including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son 's son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's and daughter's husband, Brother (Including step brother), Brother's wife, Sister (including step sister), Sister's husband.

- 8) Tender submitted shall remain valid for 90 days from the date of opening for the purposed of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.
- 9) The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and write in both figures and words. On check, if there are difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:

When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the tenderer, shall be taken as correct. When the tenderer does not work out the amount of an item or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct. When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount. When no rate have been quoted for any item (s), leaving space / coulombs both in figure & works and amount unfilled, it will be considered that the tenders has included cost of the item in thither items and rate for such items will be treated as "Zero" and work will be required to be executed accordingly.

- 10) In case of doubt obtain required particulars, which may in any way influence his tender from the person as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 11) Earnest money shall be forfeited if the contractor fails to commence the work as per letter of award. If any tenderer withdraws this tender within the validity period or makes any modification in terms and condition of the tender which are not acceptable to the Department, then SPAV shall without prejudice to any right or remedy, be at liberty to forfeit 50% fifty percent) of the earnest money absolutely.
- 12) Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, the same should be brought out separately in the covering letter and submitted along with the tender.
- 14) Some of the provisions of General Conditions of Contract are given below. Interpretation however shall be as given in the General Conditions of the tender.
- 15) The supplier shall have to dispose of all the building rubbish (malba) accumulated during execution suitable outside the campus of SPAV.
- 16) Deduction of Income Tax and Labour cess at the prevailing rate shall be made from the running and final bills of the work.



17) The supplier shall quote their rates inclusive of all applicable Taxes and Duties, GST etc.

DEFECT LIABILITY PERIOD (REFUND OF SECURITY DEPOSIT) :

The defect liability / maintenance period shall be 12 months after the date of completion of work for this contract agreement. The Security Deposit shall be released after the defect liability period of 12 months after completion of work and for this, the contractor shall have to produce a certificate stating that no defects are pending for rectification from the Lab-in-charge, but subject to other provisions specified elsewhere in the contract agreement.

Signature of Tenderer with the seal of the firm



PROFORMA OF SCHEDULES A to F

SCHEDULE 'A'

Schedule of Quantities: given in Part – C

Estimated Cost Put to Tender ;Rs. **5,55,000/-**

SCHEDULE 'B'

Schedule of materials to be issued to the contractor--

S.No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

- NIL-

SCHEDULE 'C'

Tools and plants to be hired to the contractor--

Sl.No.	Description	Hire charges per day	Place of Issue
1	2	3	4

-NIL-

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any- Refer Part- B

SCHEDULE 'E'

Reference to General Conditions of contract:

GCC for CPWD Works 2014 as amended/ modified up to last date of submission of tender

Name of work:Supply, Installation/Demonstration of **Hand Held Temperature & Humidity Measuring Data-Logger unit, Indoor Air Quality Measuring System, Heat stress WBGT meter with data-logger, Portable and Fixed Automatic Weather Station, Thermal Imaging Camera** at School of Planning and Architecture, ITI Road, Vijayawada.

Estimated Cost Put to Tender	:Rs. 5,55,000/-
(i) Earnest money (Performance Guarantee).	: Rs. 11000/- (To be returned after receiving
(ii) Performance Guarantee	: 5% of tendered/accepted value.
(iii) Security Deposit	: 2.5%of tendered / accepted value.

SCHEDULE 'F'- GENERAL RULES & DIRECTIONS:

Officer inviting tender:

Registrar,SPAV

Maximum item for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2

See below under Clause 12



& 12.3

Definitions

2(v) Engineer-in-Charge

**OIC-Conservation Lab ,
SPAV.**

2(viii) Accepting Authority

**Registrar, Vijayawada
or successor thereof.**

2(x) Item on cost of materials and labour to cover all overheads and profits.

15%

2(xi) Standard schedule of Rates

Delhi Schedule of Rates 2016 with up to date correction slips/Market rates

2(xii) Department

School of Planning and Architecture, Vijayawada.

9(ii) Standard CPWD contract Form GCC 2014,

GCC 2014 & CPWD - 8 as amended / modified up to last date of submission of e-tender shall be applicable

Clause I

(i) Time allowed for submission of performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.

Not Applicable.

(ii) Maximum allowable extension with late fee at 0.1% per day of performance Guarantee amount beyond the period as provided in (i) above

Not Applicable.

Clause 2

Authority for fixing compensation under clause-2.

Registrar, SPAV Vijayawada or successor thereof.

Clause 2A

Whether clause 2A shall be applicable

Not Applicable

Clause 5

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

7 days



MILE STONE(S) AS PER TABLE GIVEN BELOW

NOT APPLICABLE

Authority to decide:

- i) Extension of Time : **Registrar, SPAV Vijayawada or successor thereof.**
- ii) Rescheduling of Mile stones : **Not applicable**
- iii) Shifting the date of start in case of delay in handing over of site : Registrar, SPAV Vijayawada, or successor thereof.
- 6 -- Applicable.

Clause 6, 6A

Clause applicable

- (i) For works having estimated cost more than Rs. 15 lacs – Clause 6A
- (ii) For works having estimated cost Rs. 15 lacs or less – Contractor's option either of Clause 6 or Clause 6A (to be exercised at Tender submission)

Clause 7

: **1.00 lakh.**

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

Clause 7A

Whether clause 7A shall be applicable:

Yes, applicable

Clause 10A

List of testing equipments to be provided by the contractor at site lab.

: **Not Applicable**

Clause 10B(ii)

Whether Clause 10B (ii) shall be applicable.

: **Not Applicable.**

Clause 10C

Component of Labour expressed as percent of value of work.

: **Not Applicable**

Clause 10CA- Not Applicable

Clause 10CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.

: 12 months : **Not Applicable**

Clause 11

Specifications to be followed for execution of work

: **Not Applicable.**

Clause 12

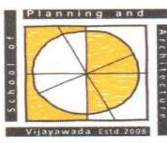
Type of work

: Original work.

12.2& 12.3

: 30% (Thirty percent)

Deviation limit beyond which clauses 12.2& 12.3 shall



apply.

12.5

- i) Deviation limit beyond which clauses 12.2& 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR and related items) : 30% (Thirty percent)
- ii) Deviation limit for items mentioned in earth work sub head of DSR and related items : 100% (One Hundred percent)

Clause 16

Competent authority for deciding the reduced rates : Registrar, SPAV

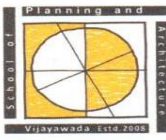
Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site : T&P and machinery required as directed by the Engineer-in-charge.

Clause -19L:- The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the agency. These contributions on the part of the employer paid by the agency shall be reimbursed by the Engineer-in-charge to the agency on actual basis.

Clause: 25 Constitution of Dispute Redressal Committee (DRC):
Director, SPAV, Registrar, SPAV.

Clause 36 (i): Requirement of Technical Representative(s) and recovery rates : Not applicable



INTEGRITY PACT

To,

.....,
.....,
.....

NIT No. for the work

Dear Sir,

It is here by declared that SPAV is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SPAV.

Yours faithfully

Assistant Engineer



To,

Registrar,

.....,
.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that SPAV is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, SPAV shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

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



INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Registrar,,

(Name of Division)

CPWD,, (Hereinafter referred as the

(Address of Division)

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

through..... (Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

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

.....
(Name of work)

herein after referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact"** or **"Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.



- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what so ever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 2) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.



- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

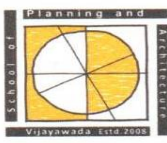
If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.



IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)
2.
(Signature, name and address)

SIGNATURE OF TENDERER



GENERAL TERMS & CONDITIONS OF THE WORK

- A. The bids should be uploaded in <https://eprocure.gov.in/eprocure/app>. Please follow the guidelines of the site.
- A. The bidder is requested to visit the work site and get acquainted with site conditions regarding layout and all other matters, affecting the work before filling in the item rates. Submission of a tender by a bidder, implies that they have read these instructions and have made themselves aware of the scope of the work, conditions of contract and SPAV will not, therefore, bear any extra charges on any account, in case the bidder finds later on to have misjudged the site conditions or specification.
- B. The supplier has to quote his best competitive price considering all the factors. The price shall be inclusive of all type of taxes, duties, statutory labour liabilities etc, all complete. No escalation on any account shall be admissible during the currency of contract.
- C. The Director, SPAV, reserves the right to cancel any or all the tenders without assigning any reason.
- D. The supplier shall be responsible for any damage to the equipments caused due to faulty operation/poor servicing/mishandling etc. by their staff and shall rectify the defects free of cost. Decision of the in -charge Maintenance, SPAV, shall be final in this matter.
- E. No escalation in any form either of material (spares) consumable or labour shall be payable by SPAV during the tenure of this tender contract.
- F. All the tools shall be arranged by the Contractor and must be kept at the site.
- G. During the testing and commissioning electricity shall be supplied by the SPAV free of cost.
- H. Any other small items of repair/replacement not specified in the contract shall be got done by the supplier.
- I. Validity of Tender: Ninety days from the date of opening of tender. During this period no bidder shall be allowed to withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained on this regard.
- J. The supplier shall ensure compliance of all statutory laws and bye laws of the Central Govt./State Govt./Municipal Authorities related to the employment of their staff and all such obligations under Wage Act, Workmen Compensation Act, ESI Act, Provident Fund and Miscellaneous Provision Act and Contract Labour Act, 1970 etc. SPAV will not be responsible for such purposes in any way.
- K. Conditional tenders will not be accepted.

SIGNATURE OF TENDERER



Special Terms&Conditions

1. The bidder should quote their offer/rates in BOQ in clear terms without ambiguity and Period of guarantee/warranty, where applicable, should be specified in the bid.
2. Comprehensive warranty Clause: The warranty period should be followed as per technical specifications. Availability of Service centres of Bidders/OEM must have in the state of consignee's Locations. Details of Authorized Service Centres such as complete Address, Name of the Contact Person(s) with Phone Numbers to be furnished by the OEMs/Bidders in their letter head/MAF (Manufacturer Authorization Form) is required to support warranty period.
3. **Approved Makes:** For all instruments –HP /Dell/Asus or equivalent as per the approval of the Lab-in-Charge .

SIGNATURE OF TENDERER



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School of Planning and Architecture, Vijayawada

An Institute of National Importance, MoHRD, Govt. of India

Validate

Print

Help

Wise BoQ

Tender Inviting Authority:< School of Planning and Architecture,Vijayawada>

Name of Work:<Supply, Installation testing and commissioning of one Laptapand 5nosEducation Floating Licenses of AgisoftMetashape Pro for Conservation Lab at SPA,ITI Road Vijayawada.>

Contract No: <31/SPAV/Con-Lap/2019-20>

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	RATE Inclusive of all taxes In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Inclusive of all Taxes col (14) = sum (8) to (13) in	TOTAL AMOUNT In Words



योजना तथा वास्तुकला विद्यालय, विजयवाडा

School of Planning and Architecture, Vijayawada

An Institute of National Importance, MoHRD, Govt. of India

						Rs. P	
1	2	3	4	5	7	14	15
1	Supply, Installation/Demonstration one number of Laptop, Core i9 8th gen -8950HK/ 64 GB RAM, Hard Drive of 1TB + 1 TB SSD, Graphic Card- 4GB 1050ti Graphics and Windows 10 operating system, make of HP or equivalent preferably of Alien ware/Dell/Asus with accessories of wireless mouse etc complete as per the directions of Lab-In-Charge	item1	1.00	Nos	Do not quote the rates here	0.00	INR Zero Only
2.	Supply, Installation/Demonstration/, training and commissioning Education Licenses of Agisoft Metashape Pro Software complete as per the directions of Lab-In-Charge	Item2	5 nos				
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only		

Note :The bidder can quote for single item, two items or all the items as per his choice and the lowest bidders shall be considered each item wise separately. The work orders shall be given separately for each item for the lowest bidder in each item. The unquoted items shall be left blank. Work order will be given to the lowest bidder(s) separately for each item or combined for all the items to lowest bidders.