

Notice Inviting e-Tender

The Commandant (Engr) SHQ (DDN) I.T.B Police, on behalf of the President of India invites online Item rate tender from approved and eligible firms/contractors of CPWD, UKD PWD, MES, Railway, BRO and BSNL registered under B&R category in appropriate class for the following work :-

1	2	3	4	5	6	7	8	9
S.N NIT No	Name of work & Location	Estimated cost put to bid Rs	Earnest Money	Period of Completion	Period of downloading bid document	Last date & time of submission of bid	Period during which EMD, and other Documents shall be physically submitted to Commandant (E) SHQ (DDN) Comdt I Bn	Time & date of opening of bid
1	10/2019-20/SHQ(DDN)/1 ST BN C/o SOs accommodation, Jawan barrack Ration/clothing & misc store, W Station/office & store and Stable at Upper Rimkhim Post of 1 st Bn ITBP, Joshimath.	Rs. 29234233/-	Rs. 584700/-	24 Months(including winter months)	16.07.19 at 0900 hrs to 05.08.19 till 1500 hrs	05.08.19 upto 1600 Hrs	Up to 06.08.19 at 1600 Hrs	06.08.19 at 1630 Hrs

The enlistment of the contractors should be valid on the last date of submission of tenders. In case, the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

1. The intending bidder must read the terms and conditions of **Tender form** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be supplied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in & www.itbp.gov.in.
4. But the tender can only be submitted after uploading the mandatory scanned documents as per list given below.

Sig Commandant (Engr)

Signature of tenderer.


DIG (E)

5 The bidder will ensure physical submission of EMD as mentioned in column 8, attested registration document, PAN, TIN number and experience certificate etc.

6. The intending tenderer has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt /Pay Order/ Banker's Cheque/Bank Guarantee number, amount and date. The amount of EMD can be paid by multiple Demand Draft / Pay Order / Banker's Cheque / Deposit at call receipt / Fixed Deposit Receipts - A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lac, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank.

7. 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.

8. The intending bidder must have valid class-III digital signature to submit the bid.

9. Bidder should not have past track record of delaying works.

10. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

11. Contractor can upload documents in the form of JPG format and PDF format .

12. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.


In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO). However, if tenderer quotes Nil rates against each item in item rate tender or does not quote any percentage above/below on the lowest amount of the tender or any section/sub head in percentage rate tenders, the tender shall be treated as invalid and will not be considered as lowest tender.

13. The required documents meeting the criteria to qualify as " approved and eligible" contractors of CPWD, MBS, Railway, PWD & Telecom Deptt etc along with other documents as mentioned under Para "List of Documents to be scanned and uploaded by the agency and hard copies received subsequently shall be checked first, while opening the bid. The financial bid of only those agencies shall be opened who are found to be eligible agencies, as per this NIT.

14. 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 criterion.

Sig. Commandant (Engr)

Signature of tenderer



List of Documents to be scanned and uploaded within the period of bid submission:

- i) Self attested copy of Enlistment Order of the Contractor in CPWD, MES, Railway, UKD PWD , BRO, BSNL in appropriate class (Civil/composite).
- ii) Treasury Challan/Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/Bank Guarantee of any Scheduled Bank against EMD. (Submission of EMD in physical form is mandatory)
- iii) Self attested copy of Certificates of Work Experience (if any).
- IV) Self attested copy of PAN Card
- V) Self attested copy of G.S.T No
- vi) Income tax clearance certificate of last financial year
- vii) EPFS No.
- viii) Detail of turnover of last 3 years.
- ix) Copies of satisfactory completion of works of requisite magnitude from respective authorities not below rank of Executive Engineer during last 7years and works in progress as per given format .

(A) DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH

S. No.	Name of work	organization	Cost of work (in crore)	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation /arbitration cases pending/ in progress with details	Name and address/ telephone number of officer to whom reference may be made about verification of certificates	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder(s)

(B) PROJECTS UNDER EXECUTION OR AWARDED

S. No.	Name of work	organization	Cost of work (in crore)	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details	Name and address/ telephone number of officer to whom reference may be made about verification of certificates	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

Sig. Commandant (Engr)

Signature of tenderer

CPWD-6 FOR e-TENDERING
GOVERNMENT OF INDIA
INDO- TIBETAN BORDER POLICE FORCE

NOTICE INVITING TENDER

1. Item rate bids are invited on behalf of the President of India from the approved and eligible contractors of CPWD and those who are on appropriate list of M.E.S, BSNL, Railways, UKD P.W.D (B&R), BRO, BSNL for the work: **C/o SOs accommodation, Jawan barrack, Ration/clothing & misc store, WT station/office & store and Stable at Upper Rimkhim Post of 1st Bn ITBP, Joshimath.**

The enlistment of contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1.1 The work is estimated to cost **Rs 29234233/-** This estimate, however, is given merely as a rough guide.

1.2. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids.

2. Criteria of eligibility

The Tenderer should have completed satisfactorily at least *3 similar works each of value 40% of the estimated cost or *2 similar works of 50% of the estimated cost or *1 similar work of 80% of estimated cost during the last 7(seven) years or one work in progress costing equal to or more than estimated cost of work put to tender and progress of work is more than 80%. (at least one work of them should be in Central Govt. /Central Autonomous bodies/ Central PSU/State Govt). The contractors shall have to submit attested copies of registration, GST,EPF & ESI No. of Govt. authorities, details of turnover during the last 3 years , list of works completed of the requisite magnitude along with the attested copies of certificates of satisfactory completion, work in progress, detail of available machinery and plants in format prescribed in CPWD works manual.

3. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available with **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun** and may be seen on any working day.

4. The time allowed for carrying out the work will be **24 Months (2 working season)** from the date as defined in schedule -'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

5. The site for the work is available.

The architectural and structural drawing for the work is available

or

The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved program of completion submitted by the contractor after award of work

6 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website **www.eprocure.gov.in&www.itbp.gov.in** free of cost.

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Signature of tenderer

7. After submission of the bid, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

8. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

9. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted, then the bid submitted earlier shall become invalid.

10. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun**, shall be scanned and uploaded to the e-Tendering website within the period of bid submission.(Modified vide OM DG/MAN/303dt. 28.03.2014).

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders. (Modified vide OM DG/MAN/307 dt. 27.05.2014).

Copy of Enlistment Order and certificate of work experience wherever applicable and other documents as specified in this bid document shall be scanned and uploaded to the e-Tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents".

Both the envelopes shall be placed in another envelope mentioning Name of work, date & time of opening of tenders and to be submitted in the office of **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun** before due time and date.

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, and other documents placed in the envelope are found in order.


11. The bid submitted shall become invalid if:

(i) The tenderers /bidder is found ineligible.

(ii) The tenderers /bidder does not upload all the documents as stipulated in the tender document.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

(iv) If tenderer have track record of delaying in execution of work in any Govt. deptt.


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Signature of tenderer

12. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs 10000/-) or Deposit at Call receipt of any scheduled bank/Bankers cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.**

13. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and local conditions and other factors having a bearing on the execution of the work.

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

15. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

16. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

17. The contractor shall not be permitted to bid for works in the any unit of ITBP(Northern frontier) responsible for award and execution of contracts, in which his near relative is posted as unit Accountant or as an officer in any capacity between the grades of DIG Engineer and unit overseer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the I.T.B. Police or in the Ministry of Home Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department/ debarred to tender in ITBP.

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Signature of tenderer

18. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt of India as aforesaid before submission of the bid or engagement in the contractor's service.

19. The bids of tenderers having track record of delaying works will be rejected in technical evaluation & their financial bids will not be opened.

20. The tender for the works shall remain open for acceptance for a period of **Sixty (60) days** from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of the work.

21. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- (b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

21.1.1 The tender document will include following two components:


Part A:- CPWD-6, CPWD-7 including schedule A to F for the both major and minor components of the work, Standard General Conditions of Contract for CPWD 2010 as amended/modified up to date.

Part B:- General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

21.1.2 The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually.

21.1.3 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.

21.1.4 After acceptance of the bid by competent authority, the Commandant (E) SHQ (DDN) in charge of work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into agreement with Commandant (E) SHQ (DDN) . He has also to sign two or more copies of agreement for unit and Higher Head Quarters.


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Signature of tenderer


21.1.5 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.

21.1.6 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.

21.1.7 In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

21.1.8 Running payment for the work shall be made by the Engineer in-charge of major discipline to the main contractor.

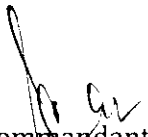
21.1.9. Final bill of whole work shall be finalized and processed for payment by the Engineer in-charge of major components of work i.e. **Asst. Commandant (Engr), 1st Bn, ITBP, Joshimath.**


Sig Commandant (Engr)
Asst. Commandant (Engr)
1st Bn, ITBP, Joshimath

Signature of tenderer

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

1. Information and instructions for Contractors will form part of NIT.
2. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents.
3. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
4. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
5. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
6. On opening date, the contractor can login and see the bid opening process.
7. Contractor can upload documents in the form of **JPG** format and **PDF** format.
8. It is mandatory to upload scanned copies of all the documents as stipulated in the bid document. If such document is not uploaded his bid will become invalid and shall be rejected.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and shall be rejected.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor, the bid shall become invalid and shall be rejected.
11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank ,the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "**0**" (**ZERO**).
12. **Payment of cost of Tender documents:-** The collection of cost of Tender documents is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of the bidders participating in e-procurement solution. The bidders can view/download the tender documents, from the www.eprocure.gov.in & www.itbp.gov.in
13. **Submission of bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at www.eprocure.gov.in & www.itbp.gov.in .The bidder should upload the scanned copies of all the relevant certificates, documents etc., on the www.eprocure.gov.in in support of their price bids. The bidder shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.
14. **Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of Pay Order/FDR of a scheduled bank issued in favour of **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun** have to be deposited. 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee issued by a scheduled bank.


Sig Commandant (Engr)
Commandant (Engr)
SHQ (DDN) I.T.B
Police, Dehradun

Signature of tenderer

Zerox copy of the DD/Pay Order/FDR is to be scanned and uploaded along with the Bid, and the original Pay Order/FDR shall be submitted to the **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun / Comdt 1 Bn** so as to reach before the date and time mentioned in NIT. The concerned unit on receipt of EMD and other papers will send through mail and inform telephonically to comdt E SHQ(DDN) before time of opening of technical bids.

Failure to furnish the original DD/Pay Order/FDR as EMD and other documents before the date and time mentioned in NIT will entail rejection of bids.

15. Price Bid Opening:- The Price Bids will be opened online at specified date & time and the result will be displayed on the www.eprocure.gov.in which can be seen by all the bidders who participated in the tenders.

16. Processing of Tenders: The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.

17. Participation of Bidders at the time of opening of bids: Bidders have two options to participate in tendering process at the time of opening of Bids:

i) Bidders can come to the place of opening of bids .

ii) Bidders can see the process online.

18. Signing of agreement: After the award of the contract, an agreement shall be signed by successful bidder.



Sig Commandant (Engr)

Signature of tenderer

INTEGRITY PACT

To

Sub: NIT No. 10/2019-20/SHQ(DDN)/1ST BN

Name of work :- **C/o SOs accommodation, Jawan barrack, Ration/clothing & misc store, WT station/office & store and Stable at Upper Rimkhim Post of 1st Bn ITBP, Joshimath.**

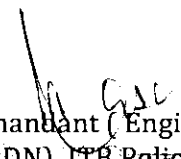
Dear Sir,

It is hereby declared that ITBP 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 ITBP.

Yours faithfully


Commandant (Engineer)
SHQ (DDN) ITB Police

INTEGRITY PACT

To

Commandant (Engineer),
SHQ (DDN) ITBPolice
Seemadwar,Dehradun .

Sub: Submission of Tender for the work of **C/o SOs accommodation, Jawan barrack, Ration/clothing & misc store, WT station/office & store and Stable at Upper Rimkhim Post of 1st Bn ITBP, Joshimath.**

Dear Sir,

I/We acknowledge that we are 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 competent Authority ,ITB Police. 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, ----- I T B Police 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)



Signature of the Bidder

**INTEGRITY PACT
INTEGRITY AGREEMENT**

THIS Integrity Agreement is made at _____ on this _____ day of _____ 20_____

BETWEEN

ITBPolice represented through **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun,** (Hereinafter referred as the Sector/Unit Engr **Bn,ITBPolice /Owner'**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

through _____ (Hereinafter referred as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS Unit Engr ITB Police /Owner has floated the Tender (NIT No. **10/2019-10**/SHQ(DDN/1st BN) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for - **C/o SOs accommodation, Jawan barrack, Ration/clothing & misc store, WT station/office & store and Stable at Upper Rimkhim Post of 1st Bn ITBP, Joshimath.**) hereinafter referred to as the "**Contract**".

And WHEREAS the—ITB Police /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 in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The ITBPolice /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the ITB Police /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 ITB Police /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 ITB Police** /Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature .

2) If the ITB Police /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 ITBPolice /Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Sig  Commandant (Engr)

Signature of tenderer

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 binder(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 - ITBPolice /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 whatsoever 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 ITBPolice /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 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 other 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).

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Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun /Owner** under law or the Contract or its established policies and laid down procedures, the **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun /Owner** shall have the following rights in case of breach or 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 Engineer incharge of work I T B Police /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 Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the I T B Police /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 right 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.

3) **Criminal Liability:** If the I T B Police /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 **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun /Owner** has substantive suspicion in this regard, the **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun /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 year 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 **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun /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, **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun /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 Sub-contractor/Sub-vendors.

2) The **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun /Owner** will enter into Pacts on identical terms as this one with all Bidders and Contractors.

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3) The **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun** /Owner will disqualify Bidders, who do not submit, the duly signed Pact between the **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun** /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 30 Days 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, **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun**.

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 **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun** /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 intensions.

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 or any action taken by the Owner **Commandant (Engr) ,SHQ (DDN) I.T.B Police , Dehradun** in accordance with this **Integrity agreement /pact interpretation thereof shall not be subject to arbitration.**

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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/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF 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 -----, I T B Police /Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. _____

2. _____

Place:

Dated:

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[Faint, illegible text]

Signature of tenderer

CPWD-7/8
ITEM RATE TENDER AND CONTRACT FOR WORK

Tender for the work of : C/o SOs accommodation, Jawan barrack, Ration/clothing & misc store, WT station/office & store and Stable at Upper Rimkhim Post of 1st Bn ITBP, Joshimath.

- i) Last date & time of submission of bid -1600 hours on 05.08.19.
- (ii) Time & date of opening of bid -1630 hours on 06.08.19.

TENDER

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

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

We agree to keep the tender open for **Sixty (60)** days from the due date of its opening.

A sum of Rs **584700/-** is hereby forwarded in cash/receipt treasury challan / deposit at call receipt of scheduled bank / fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be a liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to

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carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in ITBP in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated.....


Signature of Contractor

Postal Address

Witness

Address:

Occupation : To be filled in by the contractor/witness as applicable


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[Faint text below signature]

Signature of tenderer

ACCEPTANCE

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

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


- a)
- b)
- c)
- d)
- e)

For & on behalf of the President of India.


Signature.....

Dated.....

Designation.....


संयोजक (आवक)
CC-1, एन.ए. रोड
एन.ए. रोड, दिल्ली-110028
I.T.B. HOUSE, NEW DELHI

1. Notice Inviting Tender will state the work to be carried out, as well as the date for submission and opening of tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited during submission of tender. The performance Guarantee to be deposited by the successful tenderer and the amount of security deposit to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work shall also be open for inspection by the contractor at the office of officer inviting tender during office hours. The contractor has to sign in relevant register with address as a token of seeing understanding detail about work.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the Schedule of Quantity (Vol.II) form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tenders for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
5. The officer inviting tender or his duly authorized representatives will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, contractor shall sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money of unaccepted tenders shall thereupon be returned to the contractor, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier if EMD & other papers are submitted by hand.
8. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. Use of correction fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.



Sig Commandant (Engr)

Commandant (Engr)
 ITB Police, DDN
 (Engr)
 ITB Police, DDN

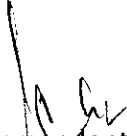
Signature of tenderer

9. In item rate tender only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected. Rates quoted by the contractor in Item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the contractor does not work out the amount of an item or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In the event of no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
10. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
11. All rates shall be quoted on the tender form (i.e. Schedule of Quantities Vol. II). The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
12. i) The contractor whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee within the period as specified in schedule-'F' in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed, fixed deposit receipt or demand draft in favour of **Commandant (E), SHQ(DDN)ITBP**
 ii) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal 5% of the tendered value of the work. The Security deposit may also be recovered by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
13. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
14. GST, purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and ITBP will not entertain any claim whatsoever in respect of the same.

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15. The contractor shall give a list of both gazetted and non-gazetted ITBP employees related to him.
16. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summarily rejection.
17. The tender for composite work includes, building work, all other works such as sanitary and water supply installations, drainage, civil work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply, drainage, electrical, horticulture works etc in the composite tender.
18. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the ITBP may in its discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
19. If a bidder / firm quotes nil charges / consideration, the bid shall be treated as unresponsive and will not be considered.
20. Bidders may contact engineer in-charge for meeting pm any day between 10 AM to 5 PM to obtain any information/ clarification on bidding conditions, bidding process etc. The reasons for rejecting tender to prospective bidder will be disclosed by authority concerned on his enquiries.


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CONDITIONS OF CONTRACT

1. DEFINITION:-

The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the contractor together with the documents referred therein including these conditions, specifications, designs, drawing and instruction issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2 In the contract, the following expressions shall unless the context otherwise required have the meaning.

(i) The expression work or works shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract to be executed whether original, altered, substituted or additional.

(ii) The site shall mean the land/or other places on, into through which work is to be executed under the contract or any adjacent land, path or street through which may be allotted or used for the purpose of carrying out the contract.

(iii) The Agency / Contractor / Tenderer shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons comprising such firm or company, or the successors of such firm or company and permitted assigns of such individual, firm or company.

(iv) The President means the President of India and his successors.

(v) The Engineer-in-charge means the Engineer officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in schedule hereunder.

(vi) Government or Government of India shall mean the President of India.

(vii) Accepting authority shall mean the authority duly authorized to accept the tender.

(viii) Accepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurgency, military or usurped power, any acts of Government, damages from aircraft, acts of God such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works

(ix) Market rate shall be the rate as decided by the accepting authority on the basis of the cost of materials and labour at the site, where the work is to be executed plus the applicable percentage i.e. 15% to cover all over heads and profits.

(x) Department means ITB Police Force or any department of Government of India, which invites tender on behalf of President of India.

(xi) District specifications mean the specification followed by the state Government in the area where the work is to be executed.

(xii) Tender value means the value of the entire work as stipulated in the letter of award .

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(xiii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof the contract.

5. The contractor shall be furnished, (if demanded) one copy of contract document except standard specifications, Schedule of Rates and such other printed and published documents, together with drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Work to be carried out

6. The work to be carried out under the contract shall except as otherwise provided in these conditions, include all labour, materials, tools and plants equipment and transport which may be required in preparation of and for and in the full entire execution and completion of the works. The description given in the schedule of quantities shall unless otherwise stated, be held to include wastage on materials, cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of tender:

7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and the rates and prices quoted in the schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and adjustment of Errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions on preference to general conditions.

8.1 In the case of discrepancy between the schedule of quantities, the specifications and/or the drawings, the following order of preference shall be observed.

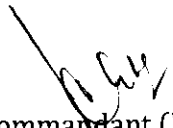
- i) Description of items given in Schedule of Quantities.
- ii) Technical Specification and Special Conditions.
- iii) Drawings.
- iv) C.P.W.D. Specifications.
- iv) Indian Standard Specifications of B.I.S.
- v) Decision of Engineer-in-Charge.

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8.2 If there are varying or conflicting provision made in any one document forming part of the contract, the accepting authority shall be the deciding authority, with regard to the intention of the documents and his decision shall be final and binding on the contractor.

8.3 Any error in description quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.


Sig Commandant (Engr)
Director (Engr)
of P&T
Ministry of P&T
Government of India

Signature of tenderer

**Form of Performance Security (Guarantee)
Bank Guarantee Bond**

1. In consideration of the ITB Police (hereinafter called "The SHQ (DDN) ,ITBP") having offered to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called "the said Contractor(s)") for the work ----- (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.----- (Rupees ----- only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, --- (indicate the name of the Bank) ---- (hereinafter referred as "the Bank") hereby undertake to pay to the ITBP an amount not exceeding Rs----- only) on demand by the ITBP.

2. We, ----- (indicate the name of the Bank) ---do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the ITBP stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only).

3. We, the said bank further undertake to pay the ITBP any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

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

5. We, --- (indicate the name of the Bank) --- further agree with the ITBP that the ITBP shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ITBP against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the ITBP or any indulgence by the ITBP to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

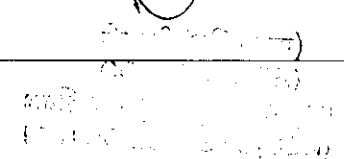
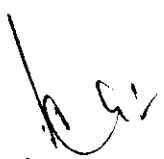
7. We, ---- (indicate the name of the Bank) --- lastly undertake not to revoke this guarantee except

with the previous consent of the ITBP in writing.

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

Dated the ----- day of ----- for ---- (indicate the name of the Bank)

Signature & Seal of Bank



FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor (Name of contractor) hereinafter called "the contractor") has submitted his tender dated.....(date) for the construction of (name of work) (hereinafter called " the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and Bn of Engineer in charge) (hereinafter called "the Engineer-in-Charge") in the sum of Rs..... (Rs. In words.....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of20...

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws his tender during the period of validity of tender (including extended validity of tender) specified in the Form of tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - a) fails or refuses to execute the Form of agreement in accordance with the instructions to contractor, if required; OR
 - b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and instructions to contractor, OR
 - c) fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor, OR
 - d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

**SIGNATURE OF THE
SEAL BANK**

WITNESS.....

(SIGNATURE, NAME AND ADDRESS

* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Sig Commandant (Engr)

Signature of tenderer

