

**Two Bid Tender Document**

***Repairing and repainting old damaged road with premix  
carpet by surfacing by Hot Mix Plant Finishing Machine in  
Ras Bihari Road at FRI.***



**Forest Research Institute  
P. O. New Forest  
Dehradun-248006  
2020-21**

### **NOTICE INVITING E- TENDER**

The Head, Engineering Cell, FRI, Dehradun invites on behalf of Director, FRI Dehradun online item rate bids from approved and eligible contractors of CPWD, MES, Railways, P & T, State PWD & other Govt. Department etc. :

1. ***NIT No.36-20/ 2021-22/Head/Engineering Cell/Civil***
2. Name of Work: - **Repairing and repainting old damaged road with premix carpet by surfacing by Hot Mix Plant Finishing Machine in Ras Bihari Road at FRI.**
3. Estimated Cost: **Rs. 9,20,900/-** , Earnest money : **Rs.18,400/-**. Tender fee **Rs. 590/-** and period of completion: **30 days**, Last date and time of submission of bid: **29-04-2021 at 3.00 PM.**
4. *Other details can be obtained from the website [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). and [www.fri.res.in](http://www.fri.res.in)*

Head  
Engineering Cell  
Forest Research Institute  
Dehradun

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**NIT amounting to Rs. 9,20,900/- (Rs. Nine lakh twenty thousand nine hundred only) is approved.**

**Head  
Engineering Cell  
FRI, Dehradun**



### Press Notice/Application for inviting open bid

#### INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR Re-e-tendering

The Head, Engineering Cell, Dehradun on behalf of Director, FRI Dehradun invites online item rate bids from approved and eligible contractors of CPWD, MES, Railways, P & T, State PWD & other Govt. Department etc. for the following work:

NIT No.	<b>36-20/ 2020-21/HOD/Engineering Cell</b>
Name of work & Location	<b>Repairing and repainting old damaged road with premix carpet by surfacing by Hot Mix Plant Finishing Machine in Ras Bihari Road at FRI.</b>
Estimated cost put to bid	<b>Rs. 9,20,900/-</b>
Tender fee	<b>Rs. 500+18% GST (Total Rs. 590/-)</b>
Earnest Money	<b>Rs 18,400/-</b>
Period of Completion	<b>30 days</b>
Last date & time of submission of bid, original EMD, copy of receipt for deposition of original EMD and other Documents as specified in press notice	<b>29-04-2021 at 3.00PM</b>
Time & date of opening of bid	<b>30-04-2021 at 3.00 PM</b>

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

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Contractor should have satisfactorily completed the works as mentioned below during the last **FIVE** years ending previous day of last date of submission of bid.

One similar work costing not less than Rs. **7.37 Lacs**. Two similar works costing not less than Rs. **5.53 Lacs**. Three similar works costing not less than Rs. **3.68 Lacs**.

2. Similar work would means "**Building Construction work**" The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids. (Scanned copies of work experience certificates meeting to these criteria shall be uploaded by the agency).



3. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
4. Information and Instructions for bidders posted on website shall form of bid document.
5. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of opening of bid is extended, the enlistment of contractor should be valid on the original date of opening of tender.
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 can be seen and downloaded from website [www.eprocure.gov.in](http://www.eprocure.gov.in) free of cost.
7. But the bid can only be submitted after **deposition of original EMD in the Office of Head, Engineering Cell, FRI Dehradun within the period of bid submission. (The EMD document shall only be payable at Dehradun)** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipt and Bank Guarantee of any Scheduled Bank towards EMD in favour of Director FRI Dehradun **as mentioned in NIT.**
8. **Tender fee: Rs.590/- (including 18% GST) by crossed Demand Draft in favour of Director, FRI payable at Dehradun,** as tender fee/processing charges is applicable. The scanned copy of the same should be uploaded in the Web Portal during online submission is essential. The original draft of tender fee along with other tender documents should be submitted in the Office of Head, Engineering & Services Division, FRI Dehradun within the period of bid submission.
9. 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.  
The intending bidder must have valid **class-III digital signature** to submit the bid.
10. **The contractor to be deposits original EMD in the office of the Head Engineering Cell, FRI Dehradun within the period of bid submission. (The EMD document shall only be payable at Dehradun).** 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 and mandatory scanned documents such as Demand Draft/Pay Order or Banker's Cheque of any scheduled Bank towards EMD in favour of respective Director, FRI Dehradun.



11. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
12. Contractor can upload documents in the form of JPG format and PDF format.
13. Contractor must ensure to quote rate of each item.
14. In addition to this, 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).  
  
**However, if a tenderer quotes nil rates against each item in item rate tender on the lowest amount of the tender or any section/sub head in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.**
15. The required documents meeting the criteria to qualify as "approved and eligible contractors" for the following work along with other documents as mentioned under para "List of Documents to be scanned and uploaded within the period of bid submission", as uploaded by the agency 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.
16. 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.
17. If the agency is not registered with Uttarakhand GST department earlier, he has to get register himself with Uttarakhand GST department before submission of the bid.



**18. Check List** of Documents to be scanned and uploaded and also deposit the hard Copies within the period of bid submission:-

		Yes/No
<b>Tender fee (Rs. 590)</b> in favour of Director FRI, Payable at Dehradun	Physical	
	Uploaded	
<b>EMD (Rs. 18,400/-)</b> in favour of Director FRI, Payable at Dehradun ( As per Tender Document)	Physical	
	Uploaded	
<b>Enlistment/ Registration</b> (CPWD, MES, Railways, P & T, State PWD & other Govt. and Semi Govt. Department including Local bodies etc.).	Physical	
	Uploaded	
<b>Experience of similar type of work i.e. Building Construction work.</b> Rs. 7.37 lakh for single work. Rs. 5.53 lakh for two works Rs. 3.68 lakh for three works. (Satisfactory Completion certificate of the work duly signed by the competent authority should be uploaded and submitted. Without Satisfactory Completion such experience will not be consider.)	Physical	
	Uploaded	
<b>Affidavit on 10 Rupees e-stamp paper</b> as mention in clause No. 1.2.2	Physical	
	Uploaded	
<b>PAN</b>	Physical	
	Uploaded	
<b>Uttarakhand GST registration</b>	Physical	
	Uploaded	

Note: - The Bidders are required to submit Tender Fee, EMD and **hard copy** of the tender document along with a copy of all certificates as submitted in technical bid. These documents shall be sent to and received physically by the Office of the Head, Engineering Cell, Forest Research Institute, Dehradun by hand or by post before the date and time of opening of technical bid and **in absence of which the technical bid of the bidder will not be considered**



The following conditions which already form part of the tender document are specially brought to the notice of all intending tenderers for compliance while filling the tender. They are requested to comply following instructions:

- 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.
- 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.
- When tenders are invited in three bid 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 tender submitted earlier shall become invalid.
- In case of composite tenders, the contractor submitting the tender should read all the three Parts of the tender viz. Part-A, B & C, which are containing schedule of quantities, additional & special conditions, additional specifications, particular specification and other terms and conditions given in the NIT and drawings for Major as well as Minor component of work. Details of these parts are summarized as under :
  - **Part A:** - CPWD -6, CPWD – 7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract for CPWD 2014 as amended/ modified up to last date of submission of bid.
  - **Part B:** - General/specific conditions, specifications and schedule of quantities applicable to major component of the work.
  - **Part C :-** Schedule A to F for minor component of the work, (Officer- in- charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

The **Major** Component of work is **Civil Work** and **Minor** Component of work is **Electrical Work**.





- The bidders should also read the General Conditions of Contract for CPWD from 7 as modified and corrected up to last date of submission of bid of this work, which is available as Govt. of India Publications; however provisions included in the tender document shall prevail over the provisions contained in this standard form. The set of drawings and NIT shall be available with the Head, Engineering & Services Division.
- The contractor should also visit the site of work and acquaint himself with the site and soil conditions before tendering.
- The main contractor shall execute the minor component(s) also. He should be either an eligible contractor himself or associate with himself an eligible agency(s) for execution of electrical work as per CPWD-6 for e-tendering. The contractor shall indicate the names of up-to three such agencies within prescribed time as “Minor component agencies”. In case the details of electrical agency are not submitted by the bidder or are not proper then these shall be submitted before acceptance of the bid.
- After acceptance of the tender by competent authority, the Officer- in- charge of major component of the work shall issue letter of award on behalf of the Director, FRI Dehradun. After the work is awarded, the main contractor will have to enter into one agreement with Officer- in- charge of major component and has also to sign two/or more copies of agreement depending upon number of Officer- in- charge of minor components. One such signed set of agreement shall be handed over to Officer- in- charge of minor component. Officer- in- charge of major component will operate part A and part B of the agreement. Officer- in- charge of minor component(s) shall operate Part C along with Part A of the agreement.
- The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Officer- in- charge of minor component as well as to Officer- in- charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.



- Tenders with any condition including that of conditional rebates in the tender document shall be rejected forthwith.
- The rate (s) must be quoted in decimal coinage. Amount must be calculated and rounded in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one. Rate must be filled both in words and figures. Amount should be worked out for all the items. Rates in words should start with word “Rs.” And finish with word “only” and there should not be undue gap in the words of the rate. For example, the rate of Rs. 2429.50 in figure should be written as “Rs. Two thousand four hundred twenty nine and paisa fifty only”
- The contractor shall have to execute guarantee bonds in respect of water supply and sanitary installation works and water proofing works as per Performa at Annexure I & II.
- GST or any other taxes on materials as applicable shall be paid by the contractor himself. The contractor shall quote his **rates considering all such taxes.**
- Recovery rates for less use of materials beyond permissible limits is given in Schedule ‘F’ of Part-A & C & also for excess use of departmentally issued material.

**Head  
Engineering Cell  
Forest Research Institute  
Dehradun**



## INSTRUCTION FOR e-TENDERING

Online item rate bids are invited on behalf of Director, FRI Dehradun from approved and eligible contractors of CPWD, MES, Railways, P & T, State PWD & other Govt. Department etc. for the work of **“Repairing and repainting old damaged road with premix carpet by surfacing by Hot Mix Plant Finishing Machine in Ras Bihari Road at FRI. ”**.

### **1. The enlistment of the contractors should be valid on the last date of submission of bids.**

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

The work is estimated to cost Rs. 9,20,900/-

This estimate, however, is given merely as a rough guide.

The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division, which will deal with all matters relating to the invitation of bids.

*1.1 For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicates the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.*

### **1.2 Conditions for all contractors**

*1.2.1 The Contractor should have satisfactorily completed One similar work costing not less than Rs. **7.37 Lacs**. Two similar works costing not less than Rs. **5.53 Lacs**. Three similar works costing not less than Rs. **3.68 Lacs**.*

#### ***Similar works mean “Building Construction work”***

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the *previous day of last date of submission of bid*.

### **1.2.2 To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-**

“I/We undertake and confirm that eligible similar works(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 bidding in FRI in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Officer-in- Charge shall be free to forfeit the entire amount of Earnest Money Deposit”. **(Scanned copy to be uploaded at the time of submission of bid).**

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- 1.2.3 It is mandatory for all contractors to upload the work experience certificate(s) and the affidavit as per the provisions of clause 1.2.1 and 1.2.2.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose “Earnest Money Deposit, Cost of Bid Document and e-tender Processing Fee” and “other documents including eligibility documents as required as per this NIT” placed in separate **sealed envelopes** marked as “Earnest Money, Cost of Bid Document and Cost of Bid Processing Fee” and “Other documents”, respectively are found in order. Both these envelopes shall be submitted together in another sealed envelope.

The financial bid of only those agencies shall be opened who are found to be eligible agencies, as per this NIT.

2. Agreement shall be drawn with the successful bidder on prescribed Standard Form which is available in office of Engineering & Services Division. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
  3. The time allowed for carrying out the work will be 30 days from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
  4. The site for the work is available.
  5. 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 from website [www.eprocure.gov.in](http://www.eprocure.gov.in) free of cost.
  6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
  7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
  8. 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.
  9. Tender fee in form of Demand draft (Drawn in favour of **Director, FRI Dehradun**) shall be scanned and uploaded to the e-Tendering website within the period of submission.
  10. Earnest Money in the form of Demand Draft or pay order or Banker’s Cheque or Deposit at call Receipt or fixed Deposit (Drawn in favour of **Director, FRI**
-



**Dehradun)** shall be scanned and uploaded to the e-Tendering website within the period of submission. **The original EMD should be deposited in the office of Head, Engineering Cell, FRI within the period of bid submission.** (The EMD document shall be only payable at Dehradun).

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e- Tendering website within the period of bid submission.

*Affidavit as mention in clause No. 1.2.2*

PAN, Uttarakhand GST registration.

However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

**Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD, Tender Fee and hard copies of all other documents deposited in the Head, Engineering Cell office and scanned copy of other document and uploaded in E portal.**

The bid submitted shall be opened 30-04-2021 at 3:00 PM

11. The bid submitted shall become invalid if any one document does not submitted/  
Uploaded by the bidder as mentioned in clause No. 18.
12. 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 rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.



13. The competent authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of Director, FRI Dehradun 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.
16. 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 previous 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 Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
17. The bid for the works shall remain open for acceptance for a period of **Ninety (90) days** from the date of opening of bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the rebidding process of the work.
18. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 30 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** or other Standard C.P.W.D. Form as mentioned.

Signature of the Head Engineering Cell Division  
For and on behalf of Director, FRI



**FOREST RESEARCH INSTITUTE  
ITEM RATE BID AND CONTRACT FOR WORKS**

***Tender for the work of: - “Repairing and repainting old damaged road with premix carpet by surfacing by Hot Mix Plant Finishing Machine in Ras Bihari Road at FRI”.***

**To be submitted online by 29-04-2021 at 3.00 PM**

The Bid shall be opened in presence of tenderers who may be present

***36-20/ 2020-21 /Head/Engineering Cell/Civil in the office of the Head, Engineering Cell, FRI, Dehradun***

**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 Director FRI Dehradun 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 the Conditions of contract and 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 ninety (90) days from the date of opening of bid** and not to make any modifications in its terms and conditions.

A sum of **Rs. 18,400/-** is hereby forwarded in Deposit at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money. I/we agree that the said Director FRI Dehradun or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Director, FRI Dehradun 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 carry out such deviations as may be ordered, up to maximum of the items mentioned in Schedule ‘F’ and those in





excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money 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 FRI in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the officer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit.

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

Witness:

Postal Address

Address:

Occupation:



## 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 Director, Forest Research Institute, Dehradun for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

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

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

For & on behalf of the Director, FRI

Dated \_\_\_\_\_

Signature \_\_\_\_\_

Designation \_\_\_\_\_



## **SALIENT / MANDATORY REQUIREMENTS FOR THE TENDERER**

**Name of Work:** **Repairing and repainting old damaged road with premix carpet by surfacing by Hot Mix Plant Finishing Machine in Ras Bihari Road at FRI.**

The tenderer is advised to read and **examine** the tender documents for the work and the set of drawings available with officer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.

- 1 Separate schedule of quantity is included in this tender for civil and electrical items of work. If the tenderer wants to offer any unconditional rebates on their rates, the same should also be offered in the respective components of civil and electrical schedule separately. The contractor shall quote the items rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
- 2 Time allowed for the execution of work is **30 days**.
- 3 The contractor(s) shall submit a detailed program of execution in accordance with the master programme/milestone within ten days from the date of issue of award letter.
- 4 Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 5 The contractor (s) shall make his own arrangements for electricity and water required for the execution of work.
- 6 Contractor has to deploy required Plant and machinery on the project. Minimum number of plant and machinery to be deployed by him is indicated in this NIT. However, if any additional type and number of plants and machines are required at site, the same shall be deployed by the agency without any extra cost which shall be in order to adhere to the time schedule, as specified in this NIT. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the officer-in-charge, he (officer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 7 The contractor shall submit the running bills in the shape of the computerized MB in pages of A-4 size as per the standard format of department and shall act as per modified clause 6A of CPWD-7.
- 8 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.
- 9 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.



- 10 The Security deposit 10% of work done will be deducted from the each bill amount and will be release after completion of defect liability period of the work.
- 11 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the officer-in-charge.
- 12 GST or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
- 13 The contractor shall give a list of both Gazetted and Non-Gazetted CPWD employees related to him, if applicable.
- 14 The tender for maintenance work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical 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 and horticulture works in the composite tender.
- 15 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 Head/Officer-in-Charge Engineering Cell, Division may in his 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.



### **ADDITIONAL CONDITIONS**

1. Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.
  2. The contractor shall make his own arrangement for obtaining electric connection(s) if required and make necessary payments directly to the department concerned.
  3. Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
  4. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
  5. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
  6. If as per local Municipal regulations, huts for labour are not to be erected at the site of work; the contractor shall be required to provide such accommodation at a place as is acceptable to the local body and nothing extra shall be paid on this account.
  7. The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the officer-in-charge.
  8. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
  9. Samples of various materials required for testing shall be provided free of charges by the contractor. Testing charges, if any, unless otherwise provided shall be borne by the department. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself.
  10. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated
-



Nomenclature of Items of DSR 2014 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications.

In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills.

For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.

11. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the officer in charge. Nothing extra shall be paid on this account.
12. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.
13. The contractor shall take instructions from the officer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
14. Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.
15. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
16. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
17. The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
18. Various factory made materials shall be procured from reputed and approved manufacturers or their authorized dealers. Decision of officer in charge in this regard shall be final and binding.
19. It must be ensure that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should confirm to CPWD specification and relevant BIS codes. In such case written



approval of the Technical sanctioning Authority may be obtained before use of such material in the work.

20. Contractor shall have to execute a Guarantee Bond in respect of Water Proofing works as per Performa attached in this N.I.T. He shall also have to execute guarantee bonds for water supply and sanitary installations work on the Performa attached in this NIT.
21. The terms machine batched, machine mixed and machine vibrated concrete used elsewhere in agreement shall mean the concrete produced in concrete batching and mixing plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps, tower crane and vibrated by surface vibrator /needle vibrator / plate vibrator, as the case may be to achieve required strength and durability.
22. Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from officer in charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work; contractor should negotiate with concerned specialist agencies and send their names for approval to officer in charge. Any material procured without prior approval of officer in charge in writing is liable to be rejected. Officer-in-charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Non standard materials shall not be accepted.
23. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate him, the results or such tests and consequences thereon shall be binding on the contractor.
24. The contractor shall get the water tested with regard to its suitability of use in the works and get written approval from the Officer-in-charge before he proceeds with the use of same of execution of works. If the tube-well water is not suitable, the contractor shall arrange Municipal water or from any other sources at his own cost and nothing extra shall be paid to the contractor on this account. The water shall be got tested at frequency specified in latest CPWD specifications/BIS code.

**37. Till the work is almost completed to the satisfaction of Officer-in-charge**

- a. 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.



- b. All running account bills preferred by the contractor for advance payments shall be processed only if **Officer- in- charge** is satisfied that up-to date investments made by the contractor against contracted work are more than the payments received. Accordingly, all running account bills shall be supported with an account of update payments received vis-à-vis up-to date investments made on the work to enable Officer-in-charge to check to his satisfaction that the payments made by officer in charge are properly utilized only on the work and nowhere else”.





## GENERAL CONDITIONS

1. The contractor (s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department.  

The contractor (s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.
2. The contractor (s) shall study the soil investigation report for the site, available in the office of the **Officer-in-charge** and satisfy him about complete characteristics of soil and other parameters of site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
3. The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
4. The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be livable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other illumination on for cautioning the public at night.
5. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit board's red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
6. The contractor shall provide at his own cost suitable weighing surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the **Officer-In-Charge**. Nothing extra shall be payable on this account.
7. Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings
8. The contractor shall submit for the approval of **Officer-in-Charge** names of specialized agencies of repute along with their technical capacity proposed to be engaged by him for executing specialized works, who must have executed satisfactorily works of value as specified in mandatory conditions.
9. The contractor shall take all precautions to avoid accidents by, exhibiting caution boards day and night, speed limit boards, red flags, red light and providing



necessary barriers and other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.

10. Other agencies will also simultaneously execute and install the works of electrification, air conditioning, lifts, fire-fighting etc. for this work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required for the electric, air-conditioning and other related works (for which inserts, sleeves, brackets, conduits base pinion, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work & brick work, if required and nothing extra shall be payable on this account.
11. All materials obtained from Govt. stores or otherwise shall be get checked by the **Officer- in -charge** or his any authorized supervisor staff on receipt of the same at site before use.
12. The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the **Officer- in-charge** and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
13. *Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.*
14. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
15. The contractor shall be fully responsible for the safe custody of materials brought by him issued to him even though the materials are under double lock key system.
16. No payment shall be made to the contractor for any damage caused by rain, snowfall; floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
17. For construction works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises.



## ADDITIONAL SPECIFICATIONS

1. The work in general shall be executed as per the description of the item, specifications and conditions attached and CPWD specifications 2009, Vol I & II with up-to-date correction slips and instructions of **Officer- in- charge**.
2. The order of preference in case of any discrepancy as indicated in condition No. 8.1 under “Conditions of Contract” give in standard CPWD contract form may be read as the following:
  - i) Nomenclature of items as per schedule of quantities.
  - ii) Additional conditions, General Conditions, Additional Specification and Particular Specifications attached with the tender document.
  - iii) CPWD Specifications 2009, Vol I & II with up-to-date correction slips..
  - iv) Indian standard specifications of B.I.S.
  - v) Sound Engineering Practice.
  - vi) Decision of **Officer-in-charge**.

A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard. Including such revision/amendments as issued by the bureau of Indian standard up-to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.
3. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the **Officer-in-charge**, well in advance of actual execution and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed.
4. The rates for all items of work shall unless clearly specialized otherwise include cost of all labour, material tools and plants and other inputs involved in the execution of the item.
5. The contractor (s) shall quote all inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned. In the tender documents unless specifically specified otherwise.
6. Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season



## Annexure-I

### **TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF STONE WORKS**

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between \_\_\_\_\_ son of \_\_\_\_\_ (hereinafter called the GUARANTOR of the one part) and the Director, Forest Research Institute Dehradun (hereinafter called the Government of the other part.)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE PART AND the Government of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing and unsound materials and other related problems.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable after the expiry of maintenance period prescribed in the contract for the **minimum life of five years** to be reckoned from the date after expiry of maintenance period prescribed in the contract.

The decision of the Officer-in-charge with regard to nature and cause of defect shall be final. During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Officer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Officer-in-charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach there under, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government, the decision of the Officer-in-charge will be final and binding on both the parties.



IIN WITNESS WHEREOF these presents, have been executed by the obligator  
\_\_\_\_\_ and  
\_\_\_\_\_ by \_\_\_\_\_ for and  
on behalf of the DIRECTOR, FRI DEHRADUN on the day, month and year first above  
written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF THE DIRECTOR, FRI DEHRADUN BY  
\_\_\_\_\_ in the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_



## Annexure-II

### **GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS**

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between \_\_\_\_\_ son of \_\_\_\_\_ (hereinafter called the GUARANTOR of the one part) and the DIRECTOR; FRI DEHRADUN (hereinafter called the Government of the other part.)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE PART AND the Government of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing, manufacturing defects of materials and leakages, etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable after expiry of maintenance period prescribed in the contract for the **minimum life of three year** to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the officer-in-charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the officer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Officer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.



That if the guarantor fails to make good all the defects commits breach there under, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the Government, the decision of the officer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator \_\_\_\_\_ and \_\_\_\_\_ by \_\_\_\_\_ for and on behalf of the DIRECTOR, FRI DEHRADUN on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF THE DIRECTOR, FRI DEHRADUN BY \_\_\_\_\_ in the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_



**Annexure-III**

**BANK GUARANTEE BOND**

In consideration of the DIRECTOR, FRI DEHRADUN (hereinafter called "the Government") having agreed under the terms and conditions of agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the 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 conditions in the said agreement, we

(hereinafter referred to as "the Bank") hereby undertake to pay to the

\_\_\_\_\_  
(Indicate the name of the Bank)

Government an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) on demand by the Government.

2 We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable

\_\_\_\_\_  
(Indicate the name of the Bank)

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

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

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

4 We \_\_\_\_\_ further agree that the guarantee herein contained shall

\_\_\_\_\_  
(Indicate the name of the Bank)





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

5 We further agree with the Government that the  
Government

\_\_\_\_\_  
(Indicate the name of  
the Bank)

shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement 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 government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the government or any indulgence by the Government 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 lastly undertake not to revoke this  
guarantee except with

\_\_\_\_\_  
(Indicate the name of  
the Bank)

the previous consent of the Government in writing.

8. This guarantee shall be valid up to \_\_\_\_\_, unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ 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)



**Annexure-IV**

**AFFIDAVIT**

I /We have submitted a bank guarantee for the work \_\_\_\_\_

\_\_\_\_\_  
(Name of work)  
Agreement \_\_\_\_\_ No.

Dated \_\_\_\_\_ from

\_\_\_\_\_  
(Name of the Bank with full address)  
to the Head, Engineering & Ser. Division, FRI Dehradun  
\_\_\_\_\_ with a view

(Name of the Division)  
to seek exemption from payment of performance guarantee in cash. This Bank  
guarantee expires on \_\_\_\_\_ I / We  
undertake to keep the validity of the bank guarantee intact by getting it extended from  
time to time at my / our own initiative up to a period of \_\_\_\_\_  
months after the recorded date of completion of the work or as directed by the Engineer  
in charge.

I / We also indemnify the Government against any losses arising out of non-  
encasement of the bank guarantee if any.

(Deponent)  
Signature of Contractor

Note: The affidavit is to be given by the Executants before a first class Magistrate.



**Annexure-V**

**INTEGRITY PACT**

To,

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

Sub: NIT No. .... for the work .....

Dear Sir,

It is here by declared that FRI, Dehradun 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 FRI.

Yours faithfully

Head  
Engineering Cell  
Forest Research Institute



**Annexure-VI**

To,  
Head,  
Engineering Cell  
Forest Research Institute  
Dehradun

Sub: Submission of Tender for the work of .....

Dear Sir,

I/We acknowledge that FRI, Dehradun 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 FRI. 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, FRI 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)



**Annexure-VII**

**To be signed by the bidder and same signatory competent / authorized to  
Sign the relevant contract on behalf of FRI**

**INTEGRITY AGREEMENT**

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

**BETWEEN**

DIRECTOR, FRI DEHRADUN represented through Head, Engineering & Services Division, ..... (Name of Division) FRI,..... (Address of Division), (Hereinafter referred as the '**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. ....) (Hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for ..... (Name of work) hereinafter 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 endeavor 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) commit 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 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)/Contract(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 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).
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### **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 /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.
- 3) **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 08 (Eight) 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)

Place:

Dated:



### Schedule of Quantity of Work

**Name of Work: Repairing and repainting old damaged road with premix carpet by surfacing by Hot Mix Plant Finishing Machine in Ras Bihari Road at FRI.**

Item No.	Description of item	Qty	Unit	Rate	Amount	Remarks
1	Providing and applying tack coat using hot straight run bitumen of grade VG - 10 including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications :					
	On bituminous surface @ 0.50 Kg / sqm.	1550.00	Sqm			
2	Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge					
	50 to 100 mm average compacted thickness with bitumen of grade VG-30 @5% (percentage by weight of total mix) and lime filler @ 2% percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	38.00	Cum			
3	Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.					
	25mm compacted thickness with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	1550.00	Sqm			

**Note: Rates to be quoted inclusive GST & all other taxes.**