**CENTRAL UNIVERSITY OF RAJASTHAN**

**NH-8, Bandarsindri, Kishangarh, Dist. Ajmer**

**Tender Document**

**For**

**Re-Carpeting of Bituminous Road at Central University of Rajasthan.**

**N.I.T.**

**Name of work: Re-carpeting of bituminous road at Central University of Rajasthan.**

**INDEX**

|  |  |  |
| --- | --- | --- |
| S.No | Content | Page No. |
| 1 | **Notice Inviting Tender** | 3-4 |
| 2 | **Instructions to contractors for submission of tender** | 5 |
| 3 | Checklist for contractors for submission of tenders | 6 |
| 4 | Tender document | 7-12 |
| 5 | Acceptance | 13 |
| 6 | Proforma of Schedule | 14-18 |
| 7 | Affidavit | 19 |
| 8 | Additional conditions | 20-21 |
| 9 | List of approved materials | 22-23 |
| 10 | Additional specifications | 24-25 |
| 11 | Undertaking/ Application | 26 |
| 12 | Form of Earnest Money | 27 |
| 13 | Form of Performance Security | 28-29 |
| 14 | Form V | 30 |
| 15 | Integrity Agreement | 31-36 |
| 16 | Schedule of Quantity | 37-38 |

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| **Notice Inviting Tender**  **For Re-carpeting of bituminous road** |
| Central University of Rajasthan invites sealed tender for “Re-carpeting of bituminous road at Central University of Rajasthan” from Contractors of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government.  NIT No: CURAJ/R/F.80/2016/1146 dated 08.07.2016  Estimated Cost: Rs. 27,96,346/- Period of Contract: 30 days  Time and date of submission of bid: 22.07.2016 till 02.00 PM  The tender form and other detail can be obtained from the O/o The Registrar, Central University of Rajasthan on payment of Rs 500/- or can be downloaded from the University website [www.curaj.ac.in](http://www.curaj.ac.in) (payment for download tender to be made through Demand Draft alongwith tender document)  Registrar |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Notice Inviting Tender** | | | | | | | |
| The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh -305817 invites sealed **Percentage Rate Tender** from eligible and enlisted contractor of appropriate class of CPWD, MES, BRO, State PWD or Public sector undertakings set up by the central or state government for the following work. | | | | | | | |
| S. No. | Name of Work | NIT No. | Estimated Cost | Earnest money | Time of completion | Time & Date of submission of Bid | Time & Date of Opening of Tender |
| 1 | **Re-carpeting of bituminous road at Central University of Rajasthan.** | CURAJ/R/F.80/2016/1146 dated 08.07.2016 | **Rs.2796346/-** | **Rs.55927/-** | 30 Days  4 (Four months) | 22.07.2016  At 02.00 PM | 22.07.2016 At 03.00 PM |
| The tender form and other detail can be obtain from the O/o The Registrar, Central University of Rajasthan, NH-8, Bandarsindri, Kishangarh -305817 on payment of Rs. 500/- or can be downloaded from the University website [www.curaj.ac.in](http://www.curaj.ac.in) (payment for download tender to be made through Demand Draft alongwith tender document) | | | | | | | |

**INSTRUCTIONS TO CONTRACTORS FOR SUBMISSION OF TENDER**

TENDERER TO ENSURE THAT:**-**

1. Tender to be witnessed on CPWD **7** of tender documents.

2. The contractor shall quote his rates keeping in mind the specifications, terms and conditions, additional / particular and special conditions etc. And nothing shall be payable extra whatsoever, unless otherwise specified.

3. The contractor whose tender is accepted shall also furnish performance guarantee of 5% of the tendered amount in addition to the other deposits mentioned elsewhere in the contract for proper performance of the agreement. This guarantee shall be in the form of Banker’s Cheque of any scheduled Bank/Demand Draft of any scheduled Bank/Pay order of any scheduled bank (in case guarantee amount is less than 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.

**Documents to be accompanied along with Technical Bid**

1. Attested copy of Registration certificate or registered partnership deed of firm if firm is in partnership.
2. EMD of Rs. **55927/**- through DD favouring Central University of Rajasthan, payable at Bandarsindri/ Kishangarh.
3. Tender fee of Rs.500/- in form of DD, favoring Central University of Rajasthan, payable at Kishangarh.
4. Self attested list of present clients along with their contact numbers and the copies of evidence in respect of the works executed of similar nature.
5. Experience Certificates of satisfactorily completion of three similar works in last five years. However the contracts going to expired within next 6 months of the last date of submission of tender may be included in the list.
6. Enlistment Certificate/ Order of the CPWD/ Rajasthan PWD or similar Government Departments.

**Check list for contractors for submission of tenders:**

1. The contractor(s) should also read all the specifications, items & conditions, contract clauses, nomenclature of the items, specifications etc., contained in the bid document very carefully, before quoting the rates.
2. The contractor(s) should also read the General conditions of Contract for CPWD works 2014, which will be a part of the agreement with amendments upto the date of receipt of tenders including the special conditions and particular specifications etc.
3. Rates must be filled in words and figures. Amount should be worked out for all items.
4. The contractor(s) shall quote the rates keeping in mind the specifications, terms & conditions, additional and special conditions etc., and nothing extra shall be payable unless otherwise specified.
5. The Contractor(s) shall have to make his own arrangement for housing facilities for staff at his own cost. No labour huts will be allowed to be constructed in University campus. Any decision in this regard shall rest the Registrar, Central University of Rajasthan.
6. The contractor(s) shall quote his rebate if required, mentioning specifically on what component it is applicable otherwise it shall be considered general rebate on total quoted rates.
7. The work required to be executed in occupied buildings. The contractor(s) shall take precaution to ensure quality of workmanship as well as the progress of the work. He shall regulate the labour accordingly.
8. The contractor(s) shall make arrangement for disposal of dismantle materials from upper floors which are environmental friendly.

**Central University of Rajasthan**

**Bandarsindri, NH-8, Dist. Ajmer**

**TENDER**

**\*\*\***

1. Tenders are invited from reputed contractor for issue of tender documents for the work of:-

**Name of Work: Re-carpeting of bituminous road at Central University of Rajasthan**.

* 1. The work is estimated to cost Rs. 27,96,346/-. This estimate, however, is given merely as a rough guide.
  2. To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under:-

i) “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, than I/we shall be debarred for tendering in Central University of Rajasthan in future forever. Also, if such a violation comes to the notice of Department before date of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit /Performance Guarantee.”

1. Agreement shall be drawn with the successful Tenderer on prescribed Form CPWD-7, which is available as a Govt. of India Publication (Edition 2014 with up to date correction slips issued up to the last date of issue of tender). Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
2. 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 the site, whichever is later, in accordance with the phasing , if any , indicated in the tender documents.
3. The site for the work is available in full.
4. Bid documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Registrar, Central University of Rajasthan in office hours except on Sundays and Public Holidays. Bid documents, excluding standard form, will be issued from this office, during the office hours specified above, on payment of Rs. 500/- in cash/demand draft in favour of Central University of Rajasthan as cost of bid payable at Kishangarh/ Bandarsindri. The tender form can also be downloaded from the University website [www.curaj.ac.in](http://www.curaj.ac.in) (payment for download tender to be made through Demand Draft in favour of Central University of Rajasthan payable at Bandarsindri/ Kishangarh alongwith tender document at the time of submission of bid.)
5. (i) Bid shall be accompanied with Earnest money of Rs. 55927/-in demand draft of a scheduled bank issued in favour of Central University of Rajasthan payable at Kishangarh/ Bandarsindri.
6. Application supported by prescribed annexure, Earnest money, Copy of Enlistment Order, tender cost (if downloaded from the website) and tender shall be placed in separate sealed envelopes clearly written on each as “**Technical Bid/Earnest Money**” and “**Financial Bid/tender**” respectively with name of work written on each envelop.

Both envelopes shall be submitted together in another main sealed envelope with name of work written on cover. The bids will be received up to 02.00 PM on 22.07.2016 in the office of Registrar, Central University of Rajasthan. The envelope marked “Earnest Money” shall be opened first by the authorized representative of the Central University of Rajasthan on the same day at 03.00 PM. The Tender/Financial Bid of only those bidders shall be opened thereafter whose Earnest Money, tender cost and Copy of Enlistment Order are received in the prescribed manner.

1. 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 Banker’s Cheque of any scheduled Bank/Demand Draft of any scheduled Bank/Pay order of any scheduled bank (in case guarantee amount is less than 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.

1. The description of the work is as follows:

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, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Electricity will be provided by the University free of cost. 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.

1. The University does not bind itself to accept the lowest or any other tender 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 tenderer shall be summarily rejected.
2. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
3. The University reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
4. The tender for the works shall remain open for acceptance for a period of thirty (30) days from the date of opening of the financial bid. 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 University, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
5. The bid document shall form a part of the contract document. The successful tenderer/ 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 bid documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto.

b) Standard C.P.W.D Form **7 -** 2014 edition with upto date correction slip issued upto the last date of issue of tender.

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Registrar

Central University of Rajasthan

**CPWD - 7**

**Central University of Rajasthan**

|  |  |  |  |
| --- | --- | --- | --- |
| STATE | RAJASTHAN |  |  |
| BRANCH | B & R |  |  |
|  |  |  |  |

**Percentage Rate Tender & Contract for Works**

**Tender for the work of: “Re-carpeting of bituminous road at Central University of Rajasthan”**

1. To be submitted by 02.00 PM on 22.07.2016 at office of Registrar, Central University of Rajasthan.
2. To be opened in presence of tenderers who may be present at 03.00 PM on 22.07.2016 by the authorized representative of Central University of Rajasthan.

Issued to: - M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of officer issuing the documents

Designation:

Date of Issue:

**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 condition 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 University within the time specified in Schedule "F”, viz., schedule of quantities and in accordance 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 condition so far as applicable.

I/We agree to keep the tender open for thirty (30) days from the due date of opening and not to make any modification in its terms and conditions.

A sum of Rs.55927/- is hereby forwarded in demand draft in favour of Registrar, Central University of Rajasthan as earnest money. If I/We fail to furnish the prescribed performance guarantee of tender form within prescribed period. I/We agree that the University, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that University 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 percentage 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 and 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 Central University of Rajasthan 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\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No.\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness\*\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\*\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation\*\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\*) To be filled in by the Contractor.

(\*\*) To be filled in by the Witness.

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is

accepted by meon behalf of Central University of Rajasthan for a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

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

a)

b)

c)

Signature.................................................

Dated .....................

Registrar **,**

Central University of Rajasthan.

**PROFORMA OF SCHEDULES**

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

**SCHEDULE 'A'**

Schedule of Quantities Page No. 37-38

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

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

(All Materials required for the work shall be arranged by the contractor)

**SCHEDULE 'C'**

Tools and Plants to be hired to the contractor

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. | Description | Hire charges per day | Place of issue |
| 1 | 2 | 3 | 4 |
| All tools and plants shall be arranged by the contractor for the work and nothing shall be paid extra | | | |

**SCHEDULE 'D'**

Extra Schedule for specific requirement/documents for the work, if any.

1. **Additional conditions 2. Additional specifications**

**SCHEDULE ‘E’**

Reference to General Condition of the Contract CPWD 2014.

Name of Work : **Re-carpeting of bituminous road at Central University of Rajasthan**.

Estimated Cost of Work: :Rs. 2796346/-

Performance Guarantee: : 5% of tendered amount

Security Deposit: :5% of each running bill

Or

2.5% of tendered value plus 50% of PG for

contracts involving maintenance of the building and services/ other work after construction of same building and services/ other work.

Schedule of component of other materials, labour, POL etc, for price escalation**.**

**CLAUSE 10C : Not Applicable**

**CLAUSE 10CA : Not Applicable**

**CLAUSE 10CC : Not applicable**

**SCHEDULE 'F'**

General Rules & Directions: : General Conditions of Contract for CPWD Works 2014 with amendments upto date of receipt of tender shall read with NIT

|  |  |
| --- | --- |
| Officer Inviting Tender | **Registrar,Central University of Rajasthan, Bandarsindri, NH-8.** |

**Definitions:**

|  |  |  |
| --- | --- | --- |
| 1. Engineer-in-Charge | | **Executive Engineer, Central University of Rajasthan, Bandarsindri, NH-8.** |
| 1. Accepting Authority | | **Registrar, Central University of Rajasthan, Bandarsindri, NH-8.** |
| 1. Percentage on cost of materials and labour to cover all overheads and profits. | | **Overhead and Contractors profit 15% for all works.** |
| 1. Standard Schedule of Rates | | **CPWD DSR 2014 with up to date correction slips.** |
| 1. Department | | **Central University of Rajasthan** |
| 1. Standard CPWD contract Form | | **GCC 2014, CPWD form 7 as modified and corrected upto the last date of issue of tender.** |
| **Clause 1**   1. Time allowed for submission of performance guarantee from the date of issue of letter acceptance. 2. Maximum allowable extension beyond the period provided in (i) above. | | **7 days**  **5 days** |
| **Clause 2** | |  |
| Authority for fixing compensation under clause 2.  **Clause 2 (A)**.  Whether clause 2 (A) shall applicable | | **Registrar, Central University of Rajasthan.**  **No** |
| **Clause 5** | |  |
| Number of Days from the Date of issue of letter of acceptance for reckoning date of start. | | **10 days** |
|  | | |
| **Time allowed for execution of work** | | **30 Days** |
| **­Authority to decide:** | |  |
| 1. **Extension of time** | | **Registrar, Central University of Rajasthan, Bandarsindri, NH-8.** |
| 1. **Rescheduling of mile stones** | | **Registrar, Central University of Rajasthan, Bandarsindri, NH-8.** |
|  | |  |
| **Clause 6,**  Clause applicable - (6 or 6A) : | | **6A** |
| **Clause 7** | |  |
| Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. | | **50 %** |
| **Clause 7A**  **Whether clause 7A shall be applicable** | | **Yes** |
| **Clause 8A** | | **Applicable** |
| **Clause 9** | | **Applicable** |
| **Clause 10A** | | **Applicable** |
| **Clause 10 B (ii)** | |  |
| Whether Clause 10 B (ii) shall be applicable | | **No** |
| **Clause 10 CA** | | **Not Applicable** |
| **Clause 10CC** | | **NA** |
| Schedule of component of other materials, Labour, POL etc for price escalation.  Component of Civil (except materials covered under clause 10CA) / Electrical construction Materials expressed as percent of total value of work.  Component of Labour – Expressed as percent of total value of work.  Component of POL – Expressed as percent of total value of work. | | Xm …NIL…%  Y……NIL….%  Z……NIL…..% |
| **Clause 11** | |  |
| Specifications to be followed for  execution of work | | **CPWD specification 2009 Vol.-I to II with up to date correction slips issued** |
| **Clause 12** | |  |
| 12.2 &12.3 :Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work . | | **50%** |
| 12.5 : (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except work).  (ii) Deviation Limit for items in earth work subhead of DSR or related items | | **50%**  **100%** |
| **Clause 16** | | **Applicable** |
| **Clause 17** | | **Applicable** |
| **Clause 18**  List of mandatory machinery, tools & plants to be deployed by the contractor at site. **(As Applicable)**  **All tools and plants required to complete the work shall be arranged by contractor.** | | |
| **Clause 25**  Constitution of Dispute Redressal committee (DRC): DRC shall constitute One Chairman and two members.  Competent Authority to Appoint DRC:Hon. Vice Chancellor, Central University of Rajasthan.  **Clause 31(A)**  Water shall be supplied by Central University of Rajasthan ( 1% water charges shall be deducted from gross amount of the bill).    **Clause 37 - Applicable**    **Clause 38 - Applicable**  **Clause 42** | | |
| 1. Schedule/ statement for determining. Theoretical quantity of cement & bitumen | **DSR 2014 for building works with up to date correction Slips .** | |
| Variations permissible on theoretical quantities.  a) Cement | **2% plus/minus** | |
| b) Steel Reinforcement and structural steel section for each diameter,section  c) Bitumen for all work | **3% plus**  **2.5%** | |
| D) All other materials | **As applicable** | |

**Annexure – I**

**A F F I D A V I T**

I/ We have submitted a bank guarantee for the work : **Re-carpeting of bituminous road at Central University of Rajasthan**.

Agreement No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of the Bank with full address)

to the Registrar, Central University of Rajasthan with a view to seek exemption from payment of security deposit/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 initiative upto a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months after the recorded date of completion of the work or as directed by the University.

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

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

Dated :

(Signature of the contractor)

**ADDITIONAL CONDITIONS**

1. Electricity will be provided free of cost by the University.
2. 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 this account.
3. The work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer in charge and nothing extra will be paid on this account.
4. The contractor shall give a performance test of the entire installation (s) as per standing specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
5. 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.
6. The **Landscaping** and architectural drawings shall at all times be properly correlated before executing work. However, in case of any discrepancy in the in items given in the schedule of quantities appended with the tender and Architectural drawings related to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer in charge.
7. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
8. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications abbreviated nomenclature of item of DSR 1981 (bilingual) 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 other relevant specifications.
9. In the case of items of which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.
10. 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 Engineer in charge. Nothing extra shall be paid on this account.
11. 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.
12. Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer 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 Engineer in charge. Any material procured without prior approval of Engineer in charge in writing is liable to be rejected. Engineer in charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Non-standard materials shall not be accepted.
13. The contractor shall maintain the time bound progress for the execution of work and got it approved by the Engineer in charge.
14. The contractor shall take instruction from the Engineer in charge for stacking of materials at any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.
15. 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 himself, the results or such tests and consequences thereon shall be binding on the contractor.
16. The contractor shall get the water tested with regard to its suitability of use in the works and get written approval from the Engineer 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.
17. In case of non-availability of material of the brands specified in the list of approved materials an equivalent brand may be used after getting written approval of T/S Authority giving details to indicate that the brand proposed to be used is equivalent to the brands mentioned in the agreement.

**List of approved material**

**(Subject to satisfying the parameters specified in CPWD specification and ISI Code)**

|  |  |  |  |
| --- | --- | --- | --- |
| S.No | Material |  | Brand/Manufacturar |
|  | Flush door | a) | Century ply board |
|  |  | b) | National ply board |
|  |  | c) | Kit ply |
|  |  | d) | Merino group of industries |
|  |  | e) | Duro door |
|  |  | f) | Jayna flush shutter of JWI |
|  | Particle board /block board |  | Novapan/Duro/kit ply |
|  | Aluminium fittings | a) | Classic |
|  |  | b) | Everest |
|  |  | c) | Argent |
|  | Screws | a) | Niddle fold |
|  | Glass pan | a) | Modi float |
|  |  | b) | Haryana sheet glass |
|  |  | c) | Saint goboin |
|  | Glazed/ Ceramic Tiles |  | Kajaria/Somany/Johnson/Nitco/Orient |
|  | Paints & Distemper |  | Dulux /Berger/Asian Paints/Nerolac |
|  | Fire Proof Shutter |  | SHAKTI, GODREJ, ADHUNIK, KUTTY |
|  | Rolling Shutter |  | SWASTIK, STANDERED |
|  | Cement primer |  | Snowcem, Primalite of Nerolac, Cemprover |
|  | PVC Tiles |  | Krishna Vinyl |
|  | Precast Terrazo Tiles |  | Modern |
|  |  |  | Nitco |
|  |  |  | NTC |
|  |  |  | Hindustan |
|  | Viterous China Wares |  | Hind Ware |
|  |  |  | Parryware |
|  | Plastic W.C. Sheet Cover |  | Commander |
|  |  |  | Admiral |
|  | Stainless Steel Sink | a) | Neel Kanth |
|  |  | b) | Jayana |
|  |  | c) | Nirali |
|  |  | d) | Allex |
|  | C.P. Brass Fittings |  | Prima/Kingstone/Jaquar/Marc/Gem |
|  | S.C.I./C.I. Pipes, Fittings |  | SRIF |
|  |  |  | NECO |
|  | G.I. Pipes |  | Jindal |
|  |  |  | Prakash |
|  |  |  | Tata |
|  | PVC Tanks |  | Sintax |
|  |  |  | waterwell |
|  |  |  | Lotus |
|  | G.I. Fittings |  | Unik |
|  |  |  | Km |
|  | Cement |  | ACC, Ambuja, Birla, Vikram, J.K. J.P. Rewa, Ultratech |
|  | Brass Stop/ Bib Cock |  | LINK |
|  |  |  | LEADER |
|  |  |  | PRIMA |
|  | Ball Valve & Plates |  | LINK |
|  |  |  | LEADER |
|  |  |  | PRIMA |
|  | White Cement |  | Birla, J.K. |
|  | Gun Metal Valve |  | Sant |
|  |  |  | Leader |
|  |  |  | ZOLOTO |
|  | S.W. Pipes & G.T. |  | Anand  Perfect |
|  | S.F.R.C. Covers |  | Kk, Manhole, Pragati Concrete, NITCO |
|  | Aluminium Section |  | Hindalco, Jindal, Powder Coating as per approval of Engineer incharge |
|  | Centrifugally cast spun iron S&S  pipes fittings |  | NECO / SRIF, RIF |
|  | PVC Low Level Cistern |  | Parryware, Hindware, Seabird |
|  | C.I. Manhole Cover & Frame |  | RIF, Kajero, Neco, B.C. |
|  | Factory Made Precast Kerb  Stone/ Paver Block |  | KK Manhole, Nitco, UNISTONE |
|  | Water Proofing Compound |  | Cico, Fosroc, Pidilite, Impermo, |
|  | PPR pipes & fittings |  | Prince, fusion, Amitex, Victors |
|  | RCC Pipe |  | JAIN, SPUN, PARTIBHA, LAXMI |
|  | S.W. Pipe & GULLY TRAP |  | HIND, PERFECT, BURN |
|  | Wire gauged /glazed |  | Factory made from approved factory as approved by the  Engineer-in-charge. |
|  | PTMT Fittings |  | Prayag, Polytuff |
|  |  |  |  |
|  |  |  |  |

**ADDITIONAL SPECIFICATIONS**

1. **GENERAL**
   1. The work in general shall be executed as per the description of the item, specification attached, CPWD specifications 2009 Vol-I & II with upto date correction slips.
   2. In case of any variation between different applicable specifications, the following order of precedence will be followed :
2. Nomenclature of item
3. Additional condition, Additional specification and Particular specifications attached with the tender document.
4. CPWD Specifications 2009 Vol-I to II
5. Indian Standard Specifications of B.I.S.
6. Decision of Engineer in charge.
   1. The work shall be executed and measured as per metric units given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).

**SPECIAL CONDITIONS**

1. The Agency shall have to engage manpower who has sufficient experience.
2. The work shall be executed strictly accordingly to instruction of the Engineer-in-Charge and conditions of the contract.
3. The contractor shall deploy required number of Mason, Carpenter, Plumber and Sewer man, who will be present throughout the day. The attendance register will be signed JE / AE and representative of contractor on daily basis.
4. The contractor shall be responsible their good character; all damage done to the existing structure by the workers shall be made good by the contractor at his risk and cost. If the contractor fails to make good the damage then same shall be made good at risk and cost of the contractor by the Engineer-in Charge.
5. All operations are be carried daily for the seven days of the week, if required (normal duty will be all working days except Sundays and Holidays).
6. Normal working hours shall be as per Central University of Rajasthan (Minimum 8 hour including lunch time).
7. Under no conditions shall the contractor sublet or appoint any agency. If it found at any stage the contract shall be rescinded after giving a notice of 48 hours and the work for the remaining period shall be got executed from other agency at risk and cost of the contractor.
8. The contractor if required shall be at his own cost take necessary insurance cover in respect of staff and other person to be in service to render to Central University of Rajasthan. He shall comply with all relevant labour laws as applicable to the existing or modified during the contract period. The staff employed will be on the contractor roll. Complete liabilities will be on part of the contractor for their discipline and normal activities.
9. Any hindrance caused to the above operations will be cleared by the contractor at his own cost.
10. Deduction will be made @ Rs. 500/- per Mason, Carpenter, Plumber and Sewer man per day from the bill of the contractor for each day of the absence from duty.
11. Engineer-in-Charge if noticed any discrepancy in use of man material may impose monetary penalty not exceeding 10% of the monthly contract of the particular month in addition to penalties described above.
12. The contractor will issue identity card to the workers as approved by Engineer-in Charge.
13. The contractor will issue uniform to all the workers as approved by Engineer-in-Charge and nothing extra shall be paid on this account.
14. Any damage done by the contractor to any existing work during the course of execution of the work tendered for shall be made good by him at his own cost.
15. The contractor shall maintain in good condition all works during the execution till  
    completion of entire work allotted to him.
16. The contractor shall take all precautions to avoid all accidents by exhibiting necessary precaution banners day night.
17. The contractor shall clear the site thoroughly of rubbish scaffolding materials etc. before the completion of the work.
18. Tendered rates are inclusive of all taxes and levies payable under the respective statutes.
19. Rates quoted shall be inclusive of the Sales Tax/Turnover tax as leviable by the State  
    Governments on the transfer of property in goods involved in the execution of works  
    contract and nothing extra will be payable on that account.

To,

The Registrar

Central University of Rajasthan.

Bandarsindari, Kishangarh

Sub: Submission of Tender for the work of **“Re-carpeting of bituminous road at Central University of Rajasthan**.

**.”**

I/We acknowledge that University 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 University. 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, University shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**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 .................................(Central University of Rajasthan) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. ........................ (Rs. in word……………………………………) 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 of .................20.......

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 Engineerin-

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 his is due to him owing to the occurrence of one or any of the above conditions, specifying theoccurred condition or conditions.

This 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 BANK

WITNESS .................. SEAL

(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.

**FORM OF PERFORMANCE SECURITY (GUARANTEE)**

**BANK GUARANTEE BOND**

In consideration of the President of India (hereinafter called " The Government") having offered to accept the terms and conditions of the proposed agreement between………………………………..and ……………………………………(hereinafter called “the said Contractor(s)”) for thework……………………………………………………………………………(hereafter called “the said agreement”) having agreed to production of a irrevocable Bank Guaranteefor Rs………………………………(Rupees………………………………………..………only) as a security/guarantee from the contractor(s) for compliance of lhis obligations in

accordance with the terms and conditions in the said agreement.

We…………………………………………….(hereinafter referred to as “the Bank”) hereby (indicate the name of the Bank) undertake to pay to the Government in amount not exceeding Rs……………(Rupees………………………….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 Tribual 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(indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5) We …………………………………………………………………. further agree with the Government that(indicate the name of the Bank) the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement 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 for bear 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 (indicate the name of the Bank) guarantee except with the previous consent of the Government in writing.

8) This guarantee shall be valid upto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . 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 6 Months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for

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

**FORM – V**

**See Rule 21(2)**

**FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER**

Certificate that I have engaged the applicant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as contractor in my establishment. I undertake to be bound by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, in so far as the provisions are applicable to me in respect of the employment of contract labour by the applicant in my establishment.

**Name Of Work: - Re-carpeting of bituminous road at Central University of Rajasthan**.

Registrar

Central University of Rajasthan

**Place;**

**Date;**

**To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of Central University of Rajasthan**

**INTEGRITY AGREEMENT**

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

**BETWEEN**

Central University of Rajasthan through Registrar, Central University of Rajasthan bandersindri Dist-Ajmer. (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 ........................................................................................................……………………… (Details of duly authorized signatory)

Hereinafter referred to as the “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.**CURAJ/R/F.80/2016/1146 dated 08.07.2016**) (hereinafter referred to as “Tender/Bid”) and intends toward, under laid down organizational procedure, contract for - **Re-carpeting of bituminous road at Central University of Rajasthan**. Hereinafter referred to 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:

1. 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.
2. 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.
3. The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code(IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the Negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) 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:

1. 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.
2. 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 on-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 wilful misrepresentation or omission of facts or submission offake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
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/Contractors 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, alongwith 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 theContractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

**Article 7- Other Provisions**

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

1. ...............................................

(signature, name and address)

Place:

Dated :

**SCHEDULE OF QUANTITY**

**Name of Work : Re-carpeting of bituminous road at Central University of Rajasthan**.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.No.** | **Description** | **Qty** | **Unit** | **Rate** | **Amount** |
| 1 | Providing and applying tack coat using bitumen emulsion conforming to IS: 8887, using emulsion pressure distributer including preparing the surface & cleaning with mechanical broom. |  |  |  |  |
| 1.1 | With rapid setting bitumen emulsion | 9900 | Sqm | 10.1 | 99990 |
| 1.1.1 | On bituminous surface @ 0.25kg/sqm |  |  |  |  |
| 2 | Providing and laying bituminous macadam using crushed stone aggregates of specified grading premixed with bituminous binder, transported to site by tippers, laid over a previously prepared surface 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. |  |  |  |  |
| 2.1 | 50 to 100 mm average compacted thickness with bitumen of grade VG-30 @ 3.5 0% (percentage by weight of total mix) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity. | 45 | Cum | 6742.4 | 303405.8 |
| 3 | Providing and laying semi- dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filter, transporting th 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. |  |  |  |  |
| 3.1 | 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. | 9900 | Sqm | 220.5 | 2182950 |
| 4 | Marking center line and stop lines etc. on road as per IRC pattern with thermoplastic paint of approved quality and make with 8% glass beads laid on the road surface at temperature 160 degree centigrade with a special applicator machine complete with labour material and traffic diversion arrangements. | 350 | Sqm | 600 | 210000 |
|  | Total |  |  |  | 27,96,346 |