

GOVERNMENT OF INDIA Border Security Force
SHQ BSF I/NAGAR
SPECIMEN N.I.T.

<u>SPECIMEN NIT No. 02 /SE(Elect)/NIT/FTR JAMMU /ENGG/2024-25</u>		
Technical Sanction No.	:	
Name of Work	:	Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu.
Estimated Cost	:	Rs. 3,48,46,020/-
Performance guarantee	:	5% of Tender Amount
Tender processing fee	:	N/A
Earnest Money	:	Rs. 6,96,920/-
Security Deposit	:	2.5 % of tendered amount
Time Allowed	:	12 months

Certified that NIT contains 54 pages, including correction slips.

Approved/Not Approved

**Commandant/Superintending engineer (Elect)
FHQ BSF New Delhi**

INDEX

Name of work: - Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu.

S.No	DESCRIPTION	PAGE NO.
1.	INDEX	2
2.	NOTICE INVITING e-TENDER	3
3.	PRESS NOTICE TO BE PUBLISHED ON WEB SITE	4
4.	NOTICE INVITING TENDER FORM CPWD-6	6-10
5.	ITEM RATE TENDER FORM CPWD – 8	11-18
6.	INTEGRITY PACT, EMD AND PG	19-28
7.	ADDITIONAL TERMS & CONDITIONS	29-30
8.	SCOPE OF WORK & TECHNICAL SPECIFICATIONS	31-51
9.	SCHEDULE OF QUANTITY	52
10.	PROPOSED LOCATION OF 25KWP SOLAR POWER PLANT	53-54

E- TENDER

Name of work	:	Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu.
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(NOTICE TO BE POSTED ON WEB SITE)

No.....

Dated, the.....

Notice Inviting e -Tenders

The Superintending Engineer (Electrical), HQrs DG BSF, Block No.10, CGO Complex, Lodhi Road, New Delhi on behalf of President of India invites online tender on **EPC mode** from approved and eligible contractors of CPWD and those of appropriate list of MES, BSNL, Railways, state PWD having valid electrical licence or solar Power Plant manufacturer/ Authorized dealer/OEM of Solar Power Plant for the following work (s):

Name of work	:	Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu.
NIT no.	:	<u>/SE(Elect) /NIT/FTR JAMMU/ENGG/ 2024-25</u>
Estimated Cost	:	Rs. 3,48,46,020/-
Earnest Money	:	Rs. 6,96,920/-
Tender Processing Fee	:	N/A
Period of Completion	:	12 months
Date of publishing of bid	:	As per Tender Notice up to ___ hrs.*!/*!
Pre- bid meeting for any clarification	:	As per Tender Notice up to ___ hrs.*!/*!
Last date & time of submission of bid	:	As per Tender Notice up to ___ hrs.*!/*!
Date and time of opening of online technical bid	:	As per Tender Notice up to ___ hrs.*!/*!
Date and time of opening of online financial bid	:	Will be intimated online later after approval of technical bid by competent authority.

2. Technical bid shall be considered valid only of those contractors who will upload the scanned copies of the following documents along with technical

a. **For Contractors:** - (1.) Valid enlistment order

- (2). Electrical License
- (3). PAN Card
- (4). GST
- (5). IT Return
- (6). Annual turnover 30% of E.C. of last 3 years average.
- (7). EMD

b. **For OEM :-**

- (1) OEM Certificate,
- (2) PAN Card
- (3) GST
- (4) IT Return
- (5) Annual turnover 30% of E.C. of last 3 years average.
- (6) EMD

c. **For Authorized Dealer :-** (1). Valid dealership certificate

- (2). OEM Authorization certificate
- (3). PAN Card
- (4). GST
- (5). IT Return
- (6). Annual turnover 30% of E.C. of last 3 years average.
- (7). EMD

D. Certificates of similar type of work experience as per para 1.2.1/1.2.2/1.2.3 of Form-6.

E. FORM "D" FORMAT FOR UNDERSTANDING THE PROJECT SITE

(on Bidder Letter Head) as per format provided in NIT

F. FORM "E" **FORMAT FOR NO DEVIATION CERTIFICATE** (on Bidder Letter Head) as per format provided in NIT

G. FORM "F" **FORMAT FOR INTEGRITY PACT** (on Bidder Letter Head) as per format provided in NIT

- H. Signed copy of NIT
- I. Affidavit as per clause 1.2.3 of Form 6.
- J. "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, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in BSF/CPWD in future forever. Also, if such a violation comes to the notice of Department before date of
- K. The audited turnover of the bidder shall be minimum 30% of E.C For the period of last three years till the date of publication of NIT. The same must be certified by chartered accountant.
- L. **Tenderer must mention that under which category is participating**

Undertaking

IM/S..... is participating in the bid in contractor /OEM /authorized dealer

Once category mentioned in bid will be final of the bidder. And after opening of bid category will not changed/entertained.

Note: If bidder not submitted any category. He will be considered in contractor category only.

4. The original EMD should be deposited in the office of **SHQ BSF I NAGAR** inviting bids within the period of bid submission i.e. on or before **As per Tender Notice**. Failing which bid submitted shall become invalid.
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 can be seen and downloaded from website www.bsf.nic.in/eprocure.gov.in
6. Conditional tender will be summarily rejected without assigning any reason.
7. Electrical license shall be valid to undertake the work in the concern state in which work is to be executed up to date of validity Of tender. Electrical license should be valid throughout the execution of work, firm is responsible to renew the same before expiry if any.
8. GST registration should be valid in the concern state

List of Documents to be submitted to the Office of SHQ BSF I NAGAR.

1. The bidder must be submitted the original EMD (Earnest money) which has been scanned and uploaded. After the closing of tender bid and before the opening of tender at the office of **SHQ BSF I NAGAR**. If bidder not submitted original EMD before opening of technical bid he will not be considered.

***/*/ To be filled at the time of calling tender**

Commandant/Superintending engineer (Elect)
FHQ BSF New Delhi

Distributions:

1. IT WING: For uploading on BSF Website Please.

AE (E)

EE (E)

SE (E)

**GOVERNMENT OF INDIA
BORDER SECURITY FORCE
NOTICE INVITING TENDER
FORM-6 For E-tendering
Email id: jmuftr@bsf.nic.in
Exchange No. 01923263513**

Item rate bids on **EPC mode** are invited on behalf of President of India from approved and eligible contractors of CPWD and those of appropriate list of M.E.S., BSNL, Railway, State P.W.D., state renewable agencies and state DISCOM, having valid electrical licence or solar Power Plant manufacturer/ Authorized dealer/OEM of Solar Power Plant for the Work of

- a. **For Contractors:** - (1.) Valid enlistment order
 - (2). Electrical License
 - (3). PAN Card
 - (4). GST
 - (5). IT Return
 - (6). Annual turnover 30% of E.C. of last 3 years average.
 - (7). EMD
- b. **For OEM :-** (1) OEM Certificate,
(7) PAN Card
(8) GST
(9) IT Return
(10) Annual turnover 30% of E.C. of last 3 years average.
(11) EMD
- c. **For Authorized Dealer :-** (1). Valid dealership certificate
(2). OEM Authorization certificate
(3). PAN Card
(4). GST
(5). IT Return
(6). Annual turnover 30% of E.C. of last 3 years average.
(7). EMD
- a. Certificates of similar type of work experience as per para 1.2.1/1.2.2/1.2.3 of Form-6.
- b. FORM "D" FORMAT FOR UNDERSTANDING THE PROJECT SITE
(on Bidder Letter Head) as per format provided in NIT
- c. FORM "E" **FORMAT FOR NO DEVIATION CERTIFICATE** (on Bidder Letter Head) as per format provided in NIT
- d. FORM "F" **FORMAT FOR INTEGRITY PACT** (on Bidder Letter Head) as per format provided in NIT
- e. Signed copy of NIT
- f. Affidavit as per clause 1.2.3 of Form 6.
- g. "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, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in BSF/CPWD in future forever. Also, if such a violation comes to the notice of Department before date of
- h. The audited turnover of the bidder shall be minimum 5 Cr. For the period of last three years till the date of publication of NIT. The same must be certified by chartered accountant.

Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu.

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

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

- 1.1.1 The work is estimated to cost **Rs. 3,48,46,020/- Only**. This estimate, however, is given merely as a rough guide.
- 1.1.1 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.
For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
- 1.2 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-
Criteria of eligibility for submission of bid documents
- 1.2.1 Conditions for CPWD as well as Non-CPWD registered contractors: **Supplying, Installation, Testing and Commissioning of solar power plant including construction of RCC framed structure for battery room) Three similar works each of value not less than 40% or two similar work each of value not less than 60% or one similar work of value not less than 80% of estimated cost (all figures rounded to nearest Convenient figure in last 7 years ending last day of the month previous to the one in which tender are invited.)**
- 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 BSF 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. (Scanned copy to be uploaded at the time of submission of bid)
- 1.2.3 When bids are invited from non CPWD contractors and CPWD contractors as per provisions of **clause 1.2.1** above, it will be mandatory for non CPWD contractors and CPWD contractors to upload the work experience certificate(s) and the affidavit as per the provisions of **clause 1.2.1**.
2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7/8 (up to date)(or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website **www.bsf.nic.in**. Bidders 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 **12 months** 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 on website **www.eprocure.com** or **www.bsf.nic.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. Electrical license shall be valid to undertake the work in the state in which work is to be executed up to date of validity Of tender. Electrical license should be valid throughout the execution of work, firm is responsible to renew the same before expiry if any.
10. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (**drawn in favour of DIG SHQ BSF I NAGAR**) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited in the office of **SHQ BSF I NAGAR** inviting bids within the period of bid submission.

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. 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 deposited in the office of **SHQ BSF I NAGAR** and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at **As per Tender Notice**

11. The bid submitted shall become invalid if
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
 - (v) Physical EMD does not submitted with the office of **SHQ BSF I NAGAR**

12. The contractor whose bid is accepted will be required to furnish performance guarantee of 5%(Five Percent) of the bid amount within the period specified in Schedule F. In the form of bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank or Fixed Deposit Receipts 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. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and programme chart (Time and Progress) within the period specified in Schedule F. The successful firm will also furnish the original documents which were submitted with the bid.

12. **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 bidders 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 on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without 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 for rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the BSF Circle responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the BSF or in the Ministry of Home Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of **seventy-five days (75) days** from the date of opening of bids in case of single bid system/sixty (60) days from the date of opening of technical bid in case bids are invited on 2 or 3 bid envelop system. If any bidders withdraw 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 bidders shall not be allowed to participate in the rebidding process of the work.
19. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 (b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.
- 20. For Composite Bids**
- 20.1.1 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.
- 20.1.2 The bid document will include following three components:
Part A:- CPWD-6, CPWD-7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2014 as amended/ modified up to
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. Competent authority under clause 2 and clause 5 shall be same authority 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.
- 20.1.3 The bidders must associate himself, with agencies as per NIT conditions
- 20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.

- 20.1.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component(s). EE of major component will operate **Part A** and **Part B** of the agreement. EE/DDH in charge of minor component(s) shall operate **Part C** along with **Part A** of the agreement.
- 20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 20.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
- 20.1.8 The main contractor has to associate agencies for specialized components (s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).
- 20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s). The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 20.1.10 The main contractor has to enter into MoU with agencies contractor(s) associated by him. Copy of such MoU shall be submitted to EE/ DDH in charge of each relevant component as well as to EE 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.
- 20.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 20.1.12A. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.
- 20.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

FORM- 8
GOVERNMENT OF INDIA
BORDER SECURITY FORCE

STATE	JAMMU & KASHMIR	CIRCLE	HQ DG BSF New Delhi
BRANCH	Engineering	DIVISION	FTR HQ BSF JAMMU
ZONE	SUB-DIV	SHQ BSF I NAGAR

Item Rate Tender & Contract for Works

Tender for the work of: - **Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu.**

(i) To be submitted by **As per Tender Notice** by e-tendering.

(ii) To be opened in presence of tenderers who may be present at ___ **As per Tender Notice** in the office of **SHQ BSF I NAGAR**

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing 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 respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for Seventy Five (75) days from the due date of its opening / ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of **Rs.6,96,920/-** is hereby forwarded in ~~cash~~/receipt treasury challan /deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the 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 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 & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

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
Address:
Occupation:

Postal Address

ACCEPTANCE

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

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

- (a)
- (b)

For & on behalf of President of India

Signature

Designation

Dated:

SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

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

-----NIL-----

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of issue
1	2	3	4

-----NIL-----

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any.

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work: **Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu.**

(i) Estimated cost of work : Rs. 3,48,46,020/- Only

(ii) Earnest Money : **Rs 6,96,920/- Only**

(iii) Performance Guarantee : 5% of tendered value

(iv) Security Deposit : 2.5% of tendered value

AE (E)

EE (E)

SE (E)

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender : Commandant (Elect)/SE

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3: See below

Definitions:

2(v) Engineer-in-Charge : EE(ELECT) FTR HQ BSF JAMMU

2(viii) Accepting Authority : Commandant (Elect)/SE

2(x) Percentage on cost of materials and Labour to cover all overheads and profits: 15%

2(xi) Standard Schedule of Rates : DSR 2022/MR/MNRE

2(xii) Department : BORDER SECURITY FORCE

9(ii) Standard CPWD Contract Form GCC 2014, CPWD Form 7/8 modified Corrected up to date

Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance : **15 days**

(ii) Maximum allowable extension beyond the period provided in (i) above : **07 days**

Clause 2

Authority for fixing compensation under clause 2 : Commandant /SE (Elect)

Clause 2A

Whether Clause 2A shall be applicable No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : **22 days.**

Mile stone(s) as per table given below:-

Table of Mile Stones (s)

S. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone.
1.		Nil	

Time allowed for execution of work : **12 months**

Authority to decide:

(i) Extension of time : EE(Elect) FTR HQ BSF JAMMU
(Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)

(ii) Rescheduling of mile stones : Commandant(Elect)/SE
(Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
Clause 6, 6A

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 : - Nil

Clause 10A

List of testing equipment to be provided by the contractor at site lab.
1..... 2. 3..... -Nil
4..... 5. 6.....

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable -No

Clause 10C

Component of labour expressed as percent of value of work -Nil

Clause 10CA

	Materials covered under this clause	Nearest Materials(other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be followed	Base price of all the Materials covered under Clause 10 CA
1.		Nil	

* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

Clause 10CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column 24 months -Nil

Schedule of component of other Materials, Labour, POL etc.

for price escalation. Component of Elect (except materials covered under clause 10CA) /Electrical construction

Materials expressed as percent of total value of work. Xm%

Component of Labour -expressed as percent of total value of work. Y%

Component of P.O.L. -expressed as percent of total value of work. Z%

Clause 11

Specifications to be followed
for execution of work

: CPWD/MNRE/Manufacturer
Specifications.

Clause 12

12.2 & 12.3 Deviation Limit beyond which Clauses 12.2 & 12.3 shall
apply for Building work :

12.5 Deviation Limit beyond which Clauses 12.2 & 12.3 shall
apply for Foundation work :

Clause 16

Competent Authority for deciding reduced rates

: SE (Elect)/Comdt(E)

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

1. 2.

3. 4.

Clause 36 (i)

Sl. No	Minimum Qualification of Technical Representative	Discipline	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
					Figures	Words
1	Graduate Engineer Or Diploma Engineer	Elect	5 Years or 10 Years respectively	01	Rs. 25,000/- per month	Rupees Twenty-Five Thousand per month.

Executive engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Clause 42

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates DSR 2022 printed by C.P.W.D.

(ii) Variations permissible on theoretical quantities:

(a) Cement for works with estimated cost put to tender not more than Rs. 5 lakh.

For works with estimated cost put to tender more than Rs.5 lakh.

(b) Bitumen All Works

(c) Steel Reinforcement and structural steel sections for each diameter, section and category

(d) All other materials.

Nil

AE (E)

EE (E)

SE (E)

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	-	On prevailing market rate.

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING
PART OF BID DOCUMENT**

The Superintending Engineer(Elect), FHQ BSF New Delhi on behalf of President of India invites online tender on EPC mode from approved and eligible contractors of CPWD and those of appropriate list of M.E.S., BSNL, Railway, State P.W.D. having electrical licence or manufacturer & Authorised OEM of Solar Power Plant equipment for the following work(s):

- a) **For Contractors:** - Valid enlistment order, Electrical License, PAN Card, GST & IT Return, Annual turnover 30% of E.C. of last 3 years average. & EMD
- b) **For OEM :** – OEM Certificate, PAN Card, GST & IT Return, Annual turnover 30% of E.C. of last 3 years average. & EMD
- c) **For Authorized Dealer :-** Valid dealership certificate, OEM Authorization certificate, PAN Card, GST & IT Return, Annual turnover 30% of E.C. of last 3 years average. & EMD
- d) Certificates of similar type of work experience as per para 1.2.1/1.2.2/1.2.3 of Form-6.
- e) FORM "D" FORMAT FOR UNDERSTANDING THE PROJECT SITE
(on Bidder Letter Head) as per format provided in NIT
- f) FORM "E" **FORMAT FOR NO DEVIATION CERTIFICATE** (on Bidder Letter Head) as per format provided in NIT
- g) FORM "F" **FORMAT FOR INTEGRITY PACT** (on Bidder Letter Head) as per format provided in NIT
- h) Signed copy of NIT
- i) Affidavit as per clause 1.2.3 of Form 6.
- j) "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, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in BSF/CPWD in future forever. Also, if such a violation comes to the notice of Department before date of
- k) The audited turnover of the bidder shall be minimum 30% of E.C For the period of last three years till the date of publication of NIT. The same must be certified by chartered accountant.
- l) **Tenderer must mention that under which category is participating**

Undertaking

IM/S..... is participating in the bid in contractor /OEM /authorized dealer

Once category mentioned in bid will be final of the bidder. And after opening of bid category will not changed/entertained.

Note: If bidder not submitted any category. He will be considered in contractor category only.

Sr. No.	NIT no.	Name of work & Location	Estimated cost put to bid (Rs.)	Earnest Money	Stipulated Period of Completion of work (in months)	Last date of online submission Of bid, scanned copy of original EMD along with original EMD and other documents as specified in the bid document.	Date & time of opening of bid
1	2	3	4	5	6	7	8
1.	<u>/SE(Elect)/NIT/FTR JAMMU/ENGG/2024-25</u>	Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu.	Rs. 3,48,46,020/-	Rs 6,96,920/-	12 Months	As per Tender Notice	As per Tender Notice

- The intending bidder must read the terms and conditions of Form-6 carefully. He should only submit his bid if he consider himself eligible and he is in possession of all the documents required.
- Information and Instructions for bidders posted on website shall form part of bid document.
- 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 or www.bsf.nic.in in free of cost.
- But the bid can only be submitted after deposition of original EMD in the office of **SHQ BSF I NAGAR** inviting bids within the period of bid submission and uploading the mandatory scanned documents such as Demand draft or Pay order or Bankers Cheque or Deposit at call Receipt or Fixed Deposit Receipts of any scheduled Bank towards EMD in favour of IG FTR HQ BSF JAMMU as mentioned in NIT and other documents as specified.
- 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.
- On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- Contractor can upload documents in the form of PDF format.
- Contractor must ensure to quote rate in the column (5) meant for quoting rate in figures appears in blue colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
However, If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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

- Earnest money in the form of Treasury Challan/Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt of any Scheduled Bank issued in favour of DIG **SHQ BSF I NAGAR**
- For Contractors:** - Valid enlistment order, Electrical License, PAN Card, GST & IT Return, Annual turnover 30% of E.C. of last 3 years average , EMD

- c) **For OEM** : – OEM Certificate, PAN Card, GST & IT Return, Annual turnover 30% of E.C. of last 3 years average, EMD
- d) **For Authorized Dealer** :- Valid dealership certificate, OEM Authorization certificate, PAN Card, GST & IT Return, Annual turnover 30% of E.C. of last 3 years average, EMD
- e) Certificates of similar type of work experience as per para 1.2.1/1.2.2/1.2.3 of Form-6.
- f) FORM “D” FORMAT FOR UNDERSTANDING THE PROJECT SITE
(on Bidder Letter Head) as per format provided in NIT
- g) FORM “E” **FORMAT FOR NO DEVIATION CERTIFICATE** (on Bidder Letter Head) as per format provided in NIT
- h) FORM “F” **FORMAT FOR INTEGRITY PACT** (on Bidder Letter Head) as per format provided in NIT
- i) Signed copy of NIT
- j) Affidavit as per clause 1.2.3 of Form 6.
- k) “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, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in BSF/CPWD in future forever. Also, if such a violation comes to the notice of Department before date of
- l) The audited turnover of the bidder shall be minimum 30% of E.C For the period of last three years till the date of publication of NIT. The same must be certified by chartered accountant.
- m) **Tenderer must mention that under which category is participating**

Undertaking

IM/S..... is participating in the bid in contractor /OEM /authorized dealer

Once category mentioned in bid will be final of the bidder. And after opening of bid category will not changed/entertained.

Note: If bidder not submitted any category. He will be considered in contractor category only.

INTEGRITY PACT

To,

Sub: NIT No. _____/SE(Elect) /NIT/FTR JAMMU /ENGG/ 2024-25

For the work :- "Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu."

Dear Sir,

It is here by declared that BSF 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 BSF

Yours faithfully

DC(E)/EE(E)

FORM "F"
FORMAT FOR INTEGRITY PACT

*To be submitted on Bidder's **Original** Letter Head]

To,

SUPERINTENDING ENGINEER (Elect)
ENGG. DTE FHQ BSF
New Delhi -110003

Sub: Integrity Pact for 'Providing, installation, testing and commissioning of 25 KWp off grid solar power plant at 10 BOPs of SHQ BSF I NAGAR, under FTR HQ Jammu.'

Dear Sir,

I/We acknowledge that BSF is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document at **Enclosure-I**.

2. 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.

3. 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 BSF. 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.

4. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, BSF 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,

Date:

Place:

(Signature, name and designation
of the Authorized signatory)

AE (E)

EE (E)

SE (E)

**Be signed by the bidder and same signatory competent / authorized to
Sign the relevant contract on behalf of BSF.**

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

President of India represented through Executive Engineer

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

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

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

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

Article 1: Commitment of the Principal/Owner

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

AE (E)

EE (E)

SE (E)

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the 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 of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters 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

FORM OF EARNEST MONEY (BANK GUARANTEE)

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

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto

(Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs.

..... (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day 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 Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineering-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 the occurred 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

AE (E)

EE (E)

SE (E)

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 the work..... (hereinafter

called "the said agreement") having agreed to production of an 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.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as 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. (Rupeesonly)

3. We, the said bank further undertake to pay 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineering-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, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the 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).