

(NOTICE INVITING TENDER)

On behalf of the President of India, the Registrar, Rajiv Gandhi University (RGU), Rono Hills, Doimukh, Arunachal Pradesh invites Percentage Rate Bids under Two Bid System (Offline) from eligible contractors registered with Class-II Arunachal Pradesh PWD in accordance with Arunachal Pradesh PWD norms MES, BRO and Arunachal Pradesh District Entrepreneurship Act / Policy, for the following work:

Package No.	Scope of Work	Estimated cost (Rs.)	Cost of Tender Document (Rs.)	EMD	Time for completion of work	Date of start and closing of bids	Date of opening of bids
1	Construction of Approach road for connectivity to various locations at RGU, Rono Hills Doimukh A.P. (SH-I Road from Main Road to Duplex to power House) Under Capital Head	4.18 cr	5000/- (Should be in Favour of	(For Gen. Rs.8,72,000.00/- (For ST/SC Rs.4,36,000.00/-	3 Month	1000 Hrs. of 10/02/2026 To 1300 Hrs. of 13/02/2026	13//02/2026 At 1500Hrs
	(SH-II Re-carpeting of Duplex Colony Roads) Under Ruccuring head	12.29 lakhs	"Executive Engineer RGU RONO hills				
	Repairing of Potholes of Road from Duplex approach to physics Department Under Ruccuring head	5.53 lakhs					
	Total	435.82 Lakhs					

Note: The allowable bidding amount shall be less or within the estimated amount beyond which the bidding shall not be considered as eligible bidder and abnormally low bidder shall also summarily reject. **One bidder is eligible for one package only.**

Scope of works given above is indicative only and detailed scope is given in the accompanying Documents.

- 1.1 Tendering procedure shall being stage-two bid system and tender documents shall be prepared in two parts as under:-

- 1.2 The date for opening of financial bid shall be conveyed to the eligible bidders after completion of technical evaluation.

Part-I('Technical Bid'-'T'Bid)

Part-II ('Financial Bid)

- 1.3 The Tender to be submitted (offline) by the bidder will be comprised of following documents :-
- (i) Contractor Registration"
 - (ii) EMD in favour of Registrar RGU Rono Hills
 - (iii) Tender fee should deposited to Executive Engineer ac No 83420100000629 bank of baroda, Rono Hills RGU IFSC -barb0vjarun
 - (iv) GST
 - (v) EPF
 - (vi) Pan Card
 - (vii) ITR
 - (viii) Balance Sheet
 - (ix) Trading license
 - (x) ST
 - (xi) PRC
 - (xii) Adhar
 - (xiii) Work Experience
 - (xiv) Solvency Certificate
 - (xv) No Litigation Affidavit
 - (xvi) No Near relatives in University
 - (xvii) Tools and plants, Roller-1 Paver -1 ,JCB -1, Tipper-2, HMP 70tph -1 (Ownership Doc)
 - (xviii) Tender acceptance undertaking on letter pad
- 1.4 Scanned copy of Earnest Money Deposit receipt Scanned and signed copy of all the Eligibility/qualification documents required as per tender conditions
2. **Key Details on EMD Exemption Rules**
3. **MSE Exemption (Primary and Full Exemption):**
4. Registered Micro and Small Enterprises (MSEs) are completely exempted from paying EMD (and often tender document fees).
- 4.1 This is mandatory under the **Public Procurement Policy for MSEs Order, 2012** (effective from April 2012, with updates making 20-25% procurement mandatory from MSEs).
- 4.2 Eligibility: Bidders must have valid **Udyam Registration** (formerly Udyog Aadhaar) on the Udyam portal (udyamregistration.gov.in). The certificate must be current and valid as on the tender closing date.
- 4.3 How to claim: Submit a self-attested copy of the Udyam Registration Certificate along with the technical bid (Envelope-1).
- 4.4 **For MSE Exemption:**
- 4.5 Enclose self-attested copy of valid Udyam Registration Certificate in Envelope-1 (Technical Bid).
5. No Demand Draft needed for EMD.
6. If not submitted or invalid, bid treated as general category → full EMD required, or rejection.
7. **Important:**
8. Bids without proper EMD (or valid exemption proof) will be **summarily rejected** (as per NIT clause: bids not accompanied by EMD returned unopened).
9. University follows central guidelines, so MSE exemption is binding (no discretion to deny if proof valid).
10. For verification: Contact Registrar/Executive Engineer, RGU (prior appointment advised).
11. **Minimum Qualifying Requirements (any one of the following):**
- 11.1 One completed similar work of value **not less than 80%** of the estimated cost (i.e., ≥ Rs. 3.44 Crore).
- 11.2 Two completed similar works each of value **not less than 60%** of the estimated cost (i.e., ≥ Rs. 2.58 Crore each).

- 11.3 Three completed similar works each of value **not less than 40%** of the estimated cost (i.e., \geq Rs. 1.72 Crore each).
- 11.4 **Supporting Documents:**
- 11.5 Completion Certificate(s)/Performance Certificate(s) issued by the client/Engineer-in-Charge, clearly indicating the contract value, date of completion, scope (similar nature), and satisfactory performance.
- 11.6 Work orders/agreements if required for verification.
- 11.7 Note: Value shall be the final billed amount (excluding GST if separately mentioned). Inflated values or joint venture experience may not be considered unless specified.
- 11.8 **Examples of Qualifying Bids:**
- 11.9 Bidder A: Completed one road project worth \geq Rs. 3.49 Crore (\geq 80%) \rightarrow Eligible.
12. Bidder B: Completed two road projects worth \geq Rs. 2.61 Crore (both \geq 60%) \rightarrow Eligible.
13. Bidder C: Completed three road projects worth \geq Rs. 1.74 Crore, (all \geq 40%) \rightarrow Eligible.
14. **Financial Eligibility**
15. **Bank Solvency Certificate** : Issued by a Scheduled/Nationalized Bank, certifying solvency of **at least 70%** of the estimated cost (i.e., \geq Rs. 3.05 Crore). Certificate must be recent (not older than 3-6 months from NIT date and must have validation period at least 12 months).
16. **Average Annual Turnover** : Minimum average turnover of 30-50% of estimated cost over the last 3-5 financial years (e.g., \geq Rs. 1.25-2.09 Crore average). Supported by audited balance sheets/ITR.
17. **Net Worth/Liquid Assets** : Positive net worth; liquid assets (cash/equivalents) sufficient for mobilization (often 10-20% of contract value).
18. **Supporting Documents:**
19. Solvency certificate in original.
20. Audited financial statements (balance sheet, profit & loss) for last 3 years, certified by Chartered Accountant.
21. ITR acknowledgments.
22. **Bidding Documents:** one set of Bid Documents comprising of the following are enclosed herewith for your further necessary action.
- General Conditions of Contract (GCC) as per Annexure-I.
 - Special conditions of Contract (SCC) as per Annexure-II.
 - Bid Form & Price Schedule (BPS) as per Annexure-III.
 - All the above documents shall be considered as if bound together.
24. Bids shall be accompanied by requisite EMD (Earnest Money Deposit) specified in the detailed "General Conditions of Contract" enclosed as Annexure-I. Bids not accompanied by EMD will be summarily rejected.
No Joint Venture shall be allowed for furniture works.
25. **All pages forming the detail bid documents issued to you must be submitted with seal and signature of bidder towards acceptance of the bid Terms & Conditions.**
26. The Bidders shall be required to submit their bid in **two separate envelopes** as per following. The **First envelope shall contain EMD** in favour of Registrar RGU and failing which the bid shall not be opened and shall be returned unopened to the bidders. The second envelope shall contain the **techno-commercial/price bid** duly super scribed with the package Name/enquiry No. and Name & Address of bidder.
27. Both the envelopes shall be submitted together at the same time. Failing of 1st envelope containing EMD, the second envelope containing Price Bid shall not be opened and shall be returned unopened to the bidders.
28. You are requested to submit your offer along with bidding documents **DULY SIGNED & STAMPED**, so as to be received by us as under.

Bid Receipt Time & Date : On 1000 hour 10/02/2026 Upto 1300 Hrs of 13/02/2026

Bid Opening time & Date : On 13/02/2026 upto 1500 Hrs.

SEALING AND MARKING OF BID : Both the envelopes shall be properly sealed and shall bear the package name/Enquiry No. and marked with the words. "Construction of Approach road for connectivity to various locations at RGU, Rono Hills Doimukh A.P. (SH-I Road from Main Road to Duplex to power House: SH-II Recarpeting of Duplex Colony

Roads: Repairing of Potholes of Road from Duplex approach to physics Department) The tender shall be addressed to :
Registrar ,Rajiv Gandhi University Pin:- 791112, Arunachal Pradesh.

29. In case the last date for bid receipt/bid opening happens to be a holiday in RGU, the same shall stand differed to the next working day.
30. **Bids sent through TELE/FAX/TELEGRAM/e-mail etc.** shall not be acceptable and also RGU does not take any responsibility for the delay, loss or non-receipt of bids sent by post or courier services. Also please note that late receipt of bids due to postal delay etc. after scheduled bid receipt time & date may not be considered.
31. RGU reserves the right to reject any or all the tenders and to split the tender in its overall interest without assigning any reasons thereof.
32. This letter shall be considered as an integral part of the bid documents.
33. Contractor having experience in similar nature of one work of 80% or two work of 60% or three work of 40% of tendered value shall only be eligible to apply.
- NB: The documents shall be authenticated by completion certificate/performance certificate.*
34. The bidder shall have to submit Bank solvency certificate at least 70% of contract value.

ANNEXURE -I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Scope of Work :

"Construction of Approach road for connectivity to various locations at RGU,Rono Hills Doimukh A.P. (SH-I Road from Main Road to Duplex to power House: SH-II Recarpeting of Duplex Colony Roads: Repairing of Potholes of Road from Duplex approach to physics Department Under Ruccuring head)

- 2.0 The detail scope of work is indicated in the BOQ, enclosed at Annexure-III. Any other work which is not specifically mentioned in the BOQ, but are required to successfully complete the work shall also be deemed to be included under the Scope of Work.
- 3.0 **Place of Work :** Rajiv Gandhi University Campus to be included under the Scope of Work.
- 4.0 **Engineer -in-Charge :** Executive Engineer, RGU or his authorized representative.
- 5.0 Bidders are advised to inspect and examine the work site before submission of tenders and satisfy themselves about the nature of works, accessibility to the site and other relevant information like Law and Order problem, risk, contingencies, etc., pertaining to this work at his own expenses. A bidder shall therefore deemed to have full knowledge of the works and work whether he or she inspects it or not and no extra charges shall be allowed to him or her for collection such information.
- 6.0 **Earnest Money Deposit (EMD) :**
- i) EMD for an amount of **Rs. 4,36,000.00/-for ST/SC & Rs. 8,72,000.00** for general only should be submitted in the form of **Demand Draft** from any Nationalized Bank, drawn in favour of **"Registrar Rajiv Gandhi University, Payable at RGU.**
- ii) Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of Micro, small and Medium Enterprises (MSME) are exempted from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of Bid Guarantee (EMD) shall be forfeited, if the bidder modifies his bid or withdraws the bid/offer, after opening the bid. EMD shall also be forfeited in case successful bidder fails to accept the order awarded.
- 7.0 **PRICE SCHEDULE:** Prices shall be quoted as per the BID FORM & PRICE SCHEDULE (BPS)/BILL OF QUANTITY (BOQ)" enclosed at Annexure-III. Use of correction fluid & pencil in quoting the price

may lead to rejection of the tender.

- 7.1 The approved estimated cost against the package is Rs. 4.30 crore/- (Rupees Four Crore Thirty Lakhs) only including GST.
- 7.2 In case the amount quoted two or more bidders is same, the firm/ contractor having work experience in RGU for the required amount of experience shall be given preference.
- 7.3 **Evaluation Criteria:** -The tender shall be evaluated based on the overall quoted percentage of the bidders.
- 8.0 **GOODS & SERVICES TAX (GST):** The prices quoted shall be inclusive of GST.
- 8.1 PAN, GSTIN registration No. of the concerned state, shall be submitted along with the bid.
Tax Deduction at source if applicable as per rules shall be deducted at source from your bill and deposited with the concerned authority.
- 8.2 **Workman Compensation Insurance:** Suitable insurance Policy (under Workman Compensation Act) from any reputed Insurance Company shall be taken by the Contractor.
- 9.0 The rates quoted by the bidders should include the element of forest royalty payable for all forest products to be utilized in terms of work. The royalty for all forest products shall be paid by the contractor and valid documents towards the payment of such royalty to Forest Deptt./Mahaldar must be produced at the time of such forest product at work site for execution of the work or shall deduct from the bill at the source.
- 9.1 No Claim of escalation in quoted Price in any form shall be entertained.
- 10.0 No two or more individuals/partners/proprietors from the same contract firm shall be allowed to tender for the same work, if they do so, all such tenders shall be liable for rejection.
- 10.1 The bidder whose tender is accepted shall mobilize his men and materials to the work site at his own cost and no extra charge shall be paid to him for mobilization.
- 10.2 The successful bidder shall take necessary steps to ensure that all persons/labours (male or female) employed by him in the works in connection with this contract enjoy all benefit, their wages and other facilities as per the rules and regulations of Labour Commissioner of respective States and as per the acts to be enforced from time to time. The contractor shall abide by all Govt. Rules and Regulations for employment of labours. The contractor shall abide by all rules & regulations as imposed by the local Govt. authorities during execution of the work.
- 10.3 Necessary permission, Registration, permit etc. to carry out the work shall be arranged by the contractor at his own cost.
- 10.4 If it is specified or required that certain materials or stores shall be supplied for the work by RGU the value of the full quantity of materials and stores so supplied will be deducted at RGU issue rate. In the case of excess issue of materials, if the contractor fails to return the unutilized materials in good condition recovery shall be made at double the issue rate for such unutilized materials & RGU will not entertain any claim in this regard. RGU cannot guarantee timely and issue of store materials and will not entertain any claim on this account.
- 10.5 No Tools and plants shall be supplied by the RGU to the contractor and no extra payment shall be made to the contractor for arrangement of T&P for the work.
- 10.6 The successful bidder shall arrange for storing the materials etc. in safe custody at his own expenses and shall bear all responsibilities for loss and damage of materials so stored by him.
- 10.7 The successful bidder shall not be permitted to sublet whole or any portion of the work allotted to him. Sub-letter of allotted work shall be liable for cancellation and security deposit will be forfeited thereby.
- 11.0 The work is required to be completed as per the time stipulated in the work order. No other reasons except the reasons beyond the control of the contractor or the University shall be accepted as a cause of delay for completion of work.
- 12.0 If the successful bidder fails to start the work within the period stipulated in the work order, the work order shall stand cancelled and the earnest money shall be forfeited except in case the contractor has taken a written permission/extension of time granted by the competent authority before the expiry of the period to start the work.

- 13.0 The bidder shall go through the various clauses stipulated in these tender documents before submission of tender. Submission of tender by a bidder shall imply that he/she read the notice and all other terms & conditions pertaining to this work thoroughly and is aware of the existing rules/norms of the University in regards to stores materials as may be stored by him.
- 14.0 The works under this contract shall be executed by the contractor under the direct control of Engineer-in-Charge of the University or his authorized representative. Engineer-in-charge or his representatives have the right to inspect/supervise the work at any time during execution of the work by the contractor. If any portion of the work/whole work is found unsatisfactory by the Engineer-in-Charge or his authorized representative due to deviation from the technical specification, use of sub-standard materials, poor workmanship etc. , the same may be ordered for rectification/re-done. In such case, the contractor shall bear all additional cost for dismantling and rectification/reconstruction.
- 15.0 **INSURANCE**
The contractor shall be responsible for safety and security of his men/materials (including the materials, if any, stored by him. The contractor shall be liable for any of accident/casualty, if occurs during execution of the work and compensation thereof, University shall not be responsible for any reason, whatsoever.
Necessary insurance to cover any accidental risk during execution of such works shall be arranged by the contractor at his own cost. University shall not have any responsibility, whatsoever, in case of occurrence of any accident. Further, it will be the responsibility of the contractor to lodge pursue and settle all claims with the insurance company, in case of any claim.
- 16.0 **Completion Period** :The work shall be completed in all respect within 6month from the date of placement of work order by the University.
- 17.0 **Liquidated Damage**:If the contractor fails to complete the work successfully within the period stipulated then contractor shall be liable to pay a penalty of 1.5% per month and maximum of 10% of the contract value. However, penalty shall not be applicable, if the causes of the delay are not attributable to the contractor.
- 18.0 **SECURITY DEPOSIT:**
An amount @ 5% of the Contract price shall be deducted from the submitted bill as Security Deposit. **The security deposit will be retained by the University and the same shall be released on expiry of defect liability period of 6 (Six) months on finalization of final bill**, subject to satisfactory performance and on recommendation of Engineer-in-Charge.
- 19.0 **TERMS OF PAYMENT:**
- 20.0 Part Payment shall be made as running bills, for the works executed. Decision of the Engineer-in-Charge shall be final in this regard.
- 20.1 All payments to be made directly to the contractor under the contract shall be made by University through electronic payment mechanism (e-payment) for which the necessary details shall be tied up during execution of the contract. A format regarding e-payment is enclosed at Annexure-IV, which shall be submitted by bidders duly filled & signed by them along with their offer.
- 20.2 **Advance Payment**: No advance payment shall be made against this contract.
- 21.0 The aforesaid conditions are liable for modification/deletion/addition etc. strictly at the discretion of the Engineer-in-charge of the University. The conditions laid down in University General Conditions of Contract for Civil works will also be applicable to this contract.
- 22.0 **FORECLOSING/TERMINATION OF CONTRACT**:RGU, Doimukh reserves the right to foreclose terminate the contract at any point of time during currency of contract or extended period of contact on the basis of unsatisfactory or poor performance of the contractor or any other valid reason by giving 30 days notice and can get the work done by another agency at the risk and cost of the contractor.
- 23.0 **SETTLEMENT OF DISPUTE & ARBITRATION** : All difference and disputes arising out of this contract shall be settled through the process of Arbitration as per provision of Arbitration and conciliation Act 1996 as amended up to date.
- 24.0 **JURISDICTION OF CONTRACT**: The laws applicable to the contract shall be the laws in force in India. The appropriate courts covering the concerned establishment of University shall have exclusive jurisdiction in all matters arising under this contract.

- 25.0 While executing the contract, the contractor shall stand committed to comply with all requirements of Social Accountability Standards i.e.SA 8000 (latest standard available at www.sa.intl.org) and maintain the necessary records.
- 26.0 The terms and conditions and particulars mentioned in the tender papers shall form a part and parcel of the work order to be issued subsequently. The bidder shall go through the various clauses stipulated in the tender paper and submit a copy of all bid documents duly signed and stamped on all pages along with the offer towards its acceptance.
- 27.0 Electricity shall be provided if so required by the University on payment basis.
- 28.0 The University will not provide water supply for drinking as well as construction purpose.
- 29.0 **PENALTY:** if the successful bidder fails to complete the work within stipulated completion time, a penalty of 1.5 % per month and maximum of 10% of contract value shall be deducted from the bill.
- 30.0 The contractor shall furnish a detail list of the labourers with proper address and 2 Nos. of passport size photographs to the senior security Officer of the University.
- 31.0 **Performance and other Requirement.**
- (a) There should not be poor/slow progress in running works. (If yes, he will submit details and reasons of delay to check that these are not attributable to him or are beyond his control).
 - (b) There are no serious defects observed in works which stand un- rectified (If yes, he will submit details and reasons).
 - (c) There are no cancelled/abandoned contracts in which Govt unrealized recoveries exist (If yes, he will submit details and reasons).
 - (d) He/They have not been blacklisted by any Govt Deptt (If yes, he will submit details and reasons).
 - (e) There are no Govt dues outstanding against the firm (If yes, he will submit details and reasons).
 - (f) Tenderer should not be habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last 5 years in which his views/claims substantially rejected.
 - (g) Proprietor/partners/directors of firm are not involved in antinational/social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details).

32.0 **SPECIAL CONDITIONS**

GENERAL

The following Special Conditions shall be read in conjunction with General Conditions of Contracts IAFW-2249, including amendments the reto and whereas variation exists the Special Conditions shall take precedence over the aforesaid General Conditions.

The Special Conditions given in succeeding paragraphs shall be read in conjunction with Schedule' A', Technical Specifications and General Conditions of Contracts IAFW 2249. In case of any discrepancies in the various provisions of the contract, the following order of precedence shall be observed: -

- (a) Description given in Schedule
- (b) Particular/Technical Specifications.
- (c) Ministry of Road Transport & Highways (MoRT&H) Specifications for Road and Bridge Works published by Indian Roads Congress New Delhi (VthRevision) and other IS/IRC codes or CPWD specifications as applicable.
- (d) Drawings and sketches.
- (e) Special Conditions.
- (f) General Conditions of Contracts.

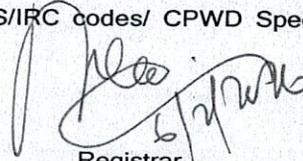
33. **INSPECTION OF SITE**

The Contractor is particularly advised to inspect the site(s) of work by making prior appointment with Executive Engineer, Rajiv Gandhi University, Rono Hills so as to acquaint himself with regard to the nature and conditions of site, nature and means of local communication, working hours, conditions of access and all other cognate matters concerning the execution and completion of the work. Any paths, track, approaches etc., required for the movement of plants, equipment, machines and vehicles etc for each of the work site and platform required for the execution of work will be the responsibility of the contractor and rates quoted must include these aspects also where required. The tenderer shall be deemed to have inspected the site and made himself familiar with various factors which may affect his quotation whether he actually inspects the site or not. No extra charges consequent on misunderstanding or otherwise will be allowed.

34. Measurement

Measurements pertaining to the work completed under this contract will be recorded and signed in the Measurement Book (IAFW-2261) by the Junior Engineer after taking in to account that the required laboratory tests have been done as per the frequencies laid down in the "Particular Specifications" of this contract agreement, MoRT&H Specifications for Road & Bridge Works (latest Revision), other relevant IS codes and connected documents thereof and test results are found satisfactory and proper records are maintained.

35. The Engineer-in-Charge shall exercise control over the quality of materials and work done by carrying out tests for the specified properties as per frequencies given in Particular Specifications and Specifications of MoRT&H for Roads & Bridge latest revision and applicable IS/IRC codes/ CPWD Specifications.



Registrar

Rajiv Gandhi University

A to F

GOVERNMENT OF INDIA
RAJIV GANHI UNIVERSITY DEVELOPMENT BRANCH
Item Rate Tender & Contract for works TENDER

(A) **Tender for the work of:** Construction of Approach road for connectivity to various locations at RGU, Rono Hills Doimukh A.P. (SH-I Road from Main Road to Duplex to power House) (SH-II Recarpeting of Duplex Colony Roads), (Repairing of Potholes of Road from Duplex approach to physics Department Under Ruccuring head)

(i) To be submitted / uploaded by 1030 hours on/...../2026.

(ii) To be opened in presence of Bidders who may be present at 1500 hours on/...../2026 in office of the Registrar.

(iii) issued toSignature of the officer issuing the documents.....

Designation Executive Engineer RGU. Date of issue/...../2026 to/...../2026

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 5/ 7/ 9/ 15 days from the due date of its opening in case of single bid system / Ninety (90) days from the date of opening of technical bid in case tenders are invited on 1bid/envelop system/ One hundred twenty(120) days from the date of opening of technical bid in case bids are invited on 3 bid/envelop system for specialised work (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of **Rs.8,72,000.00/-** for Non-ST, **Rs. 4,36,000.00/-Rupees** for ST is hereby forwarded in demand draft of a scheduled bank as earnest money. A copy of earnest money in demand draft of a scheduled bank is scanned and uploaded.

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 performance guarantee absolutely. The said Performance Guarantee shall be a guarantee 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 or 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 CPWD 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.

Witness :-

Signature of Contractor

Postal Address :-

Occupation :-

ACCEPTANCE

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

sum of Rs.Lakh/ Crore

(Rupees.....
.....)

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

- (a)
- (b)
- (c)

Signature:-

Registrar

For & on behalf of the President of India.