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Name of work: Trenching in forest area of campus of IIT Indore for control the forest fire

N.I.T. No. :- IITI/ IDO/ PR/ FOREST FIRE / TRENCH / MOW / 2020-21 /01

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This N.I.T. contains 63 (Sixty Three) pages. Pages marked from 1 to 63 pages. (Excluding GCC and Correction Slip of GCC)

Junior Engineer (C)
IIT Indore

Assistance Executive Engineer(C)
IIT Indore

This Composite N.I.T. amounting to **Rs. 3, 99,000/-** (Civil Work) (Rupees Three Lakh Ninety Nine Thousand only) is here by approved.

Acting project in charge (Civil)
IIT Indore

PART-A

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING
FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

The Project in-charge, IIT Indore on behalf of IIT Indore invites online Item rate tender on Two Bid system from approved and eligible contractors, composite category for the following work(s):

S. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Earnest Money	Period of completion	Last date & time of submission of Bid, EMD, copy of receipt for deposition of original EMD and other documents as specified in the Press Notice.	Time and date of opening of eligibility Bid / documents
1	2	3	4	5	6	7	9
1	IIT/IDO/PR/FOREST FIRE / TRENCH / MOW / 2020-21 /01	Trenching in forest area of campus of IIT Indore for control the forest fire	Estimated Civil cost: [(Rs. 3,99,000/-)	Rs. 8,000	45 Days	10/05/2020 upto 05:00 PM	11/05/2020 at 11:00 AM

1. Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.(This is not applicable for CPWD enlisted contractors of appropriate class in composite category)
 - (a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending **previous day of last date of submission of bids.**
 - (i) Three similar works each cost not less than **Rs. 1,59,600** or two similar works each costing not less than **Rs. 2,39,400** OR one similar work costing not less than **Rs. 3,19,200**. Similar work shall mean works of **Trenching in forest area of campus of IIT Indore fo control the forest fire**. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of bids.

- (ii) Should have had Average Annual Financial Turnover of **Rs 1, 99,500** on construction works during the last three years ending 31st March 2020. (Scanned copy of Certificate from CA to be uploaded)
- (iii) Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2020.
- (iv) Should have a Solvency of **Rs. 1, 59,600**. (Scanned copy of original solvency to be uploaded) (Solvency not required if applicant is a class I(Composite) registered contractor of CPWD and estimated cost is up to Rs. 25 Crore)* * To be struck off for works with estimated cost more than Rs. 25 Crore.

2. The intending bidder must read the terms and conditions of **CPWD-6** carefully. He should only submit his bid if he consider himself eligible and he is in possession of all the documents required.

3. This information and instructions for bidders posted on website shall form part of bid document.

4. The bid document consisting of Plans, Specifications, 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.tenderwizard.com/IITI or http://iiti.ac.in/tender_estate free of cost.

5. But the bid can only be submitted after deposition of original EMD online at link mentioned above.

6. 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.

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

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

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

10. Certificate of Financial Turn over: At the time of submission of bid contractor may upload Affidavit/ Certificate from **CA** mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.

11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (**ZERO**). 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.

12. The Technical Bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.

13. 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.

14. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

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

I Copy of receipt for deposition of original EMD.

II Certificates of Work Experience.

III Certificate of Financial Turnover from CA.

IV Bank Solvency Certificate

V Any other Document as specified in the NIT

VI Affidavit as per provisions of clause 1.2.3 of CPWD-6

VII **GST registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.**

If the bidder has not obtained GST registration in the State in which the work is to be taken up, **or as required by GST authorities** then in such a case the bidder shall **scan and** upload following undertaking along with **other** bid documents.

“If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CPWD or GST department in this regard.

Note: The Sl. No. II to IV are not applicable for CPWD enlisted contractors of appropriate class in composite category) The contractors of composite category are mainly enlisted for execution of building work, internal and External Electrical Works and E&M services like HVAC, Fire Fighting, Fire Alarm, Sub-station, DG Set and related items, however, they shall not be eligible for tenders for exclusive work of horticulture lifts, Road, Furniture and other specialized works. If NIT approving authority feels that the work is of special or secret nature requiring specialized equipment and skill, then restricted tenders can be called as per para 4.5.1 of CPWD Works Manual 2019. Similarly, tenders of specialized nature/tenders with specialized component of works shall be called as per

para 3.1.3 of CPWD Works Manual 2019. Instruction to bidders may be modified suitably by NIT approving authority.

CPWD-6 FOR e-Tendering

Item rate bids are invited on behalf of IIT Indore from approved and eligible contractors for the work of Trenching in forest area of campus of IIT Indore for control the forest fire.

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

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

- 1.1 The Composite work is estimated to cost Rs.3,99,000/-(Civil Work)

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

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website http://iiti.ac.in/tender_estate. 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 (45) Forty Five Days from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available or made available in parts.
 - (ii) The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.
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.tenderwizard.com/IITI
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 percentage rate quoted by him any number of times for any/all sub-heads but before last time and date of submission of bid as notified.

But the bid can only be submitted after depositing EMD Tenders shall be accompanied by Earnest money by online mode. The tenders without EMD & tender fees will not be accepted. The tender fees/EMDs/any other amount except in the form of on line mode should be made through digital means only. No cash/DD/cheque will be accepted.

The receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

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

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 11:00AM on 11/05/2020.

9A. the contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.

10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not deposit original EMD .
 - (iii) The bidder does not upload all the documents (including GST registration certificate and acknowledgement of upto date filed return) as stipulated in the bid document including copy of receipt for deposition of original EMD.
 - (iv) 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.
 - (v) If a tenderer 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.
11. 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. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case, the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. 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 license, registration with EPFO, ESIC and BOCW welfare board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provision 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.

12. Description of the work is as follows: - Trenching in forest area of campus of IIT Indore for control the forest fire.
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 bidders 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 bidders 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 IIT Indore 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 IIT Indore 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.

The contractor shall not be permitted to bid for works in the IIT Indore 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 gazette officer in IIT Indore or in the MHRD. 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 Sixty (60) days from the date of opening of bids. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the 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 01 Month from the stipulated date of start of the work, sign the contract consisting of:-
 - (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

20. for Composite Bids

- 20.1.1 The Project 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 including schedule A to F for the major component of the work, Standard General Conditions of Contract for **CPWD 2019** as amended/modified up to receipt of tender
 - 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. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.
- 20.1.3 The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually as per NIT Conditions.
- 20.1.4 The eligible bidders shall quote percentage rate for all subheads/components of work.
- 20.1.5 After acceptance of the bid by competent authority, the Project in charge of major component of the work shall issue letter of award on behalf of the IIT

Indore. After the work is awarded, the main contractor will have to enter into one agreement with Project 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). PIC 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 agency(s) for minor component(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 minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of minor 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 minor component. 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 agreement /MOU with contractor(s) associated by him for execution of minor component(s). Copy of such agreement/MOU shall be submitted to EE/DDH in charge of each minor 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/MOU with the new contractor associated by him.
- 20.1.11 Running payment for the major component shall be made by PIC 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 PIC 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.

INTEGRITY PACT

To,

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

Sub: NIT No IIT/ IDO/ PR/ Forest Fire / Trench / MOW / 2020-21 /01 for the work Trenching in forest area of campus of IIT Indore for control the forest fire.

Dear Sir,

It is here by declared that IITI 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 IITI.

Yours faithfully

Acting Project In-charge (Civil)

To,

Acting Project In-charge (Civil)

.....,
.....

Sub: Submission of Tender for the work of Trenching in forest area of campus of IIT Indore fo control the forest fire

Dear Sir,

I/We acknowledge that IITI is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IITI. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IITI shall have unqualified, absolute and unfettered right to disqualify the tenderer /bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall 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 willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

- 1) 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:
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

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 15 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, IIT Indore.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is Indore, 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. ds-yks-fu-fo-
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation 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 :

COMPOSITE ITEM RATE TENDER & CONTRACT FOR WORKS

1.	Tender for composite work of:	Trenching in forest area of campus of IIT Indore fo control the forest fire
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- (i) To be uploaded by **3.00 P.M.** hours on **13.04.2020** upload at www.tenderwizard.com/IITI
- (ii) To be opened in presence of tenderers who may be present at **11.00 A.M.** hours on **23.04.2020** in the office of Infrastructure development office at IIT Indore.

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 IIT Indore 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 60 (Sixty) days from the due date of its opening and not to make any modification in its terms and conditions.

A sum of **Rs. 8,000** is hereby forwarded on line mode as earnest money.

A copy of earnest money in on line mode. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said IIT Indore 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 IIT Indore 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 IITI 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 therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

ACCEPTANCE

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

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

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

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

For & on behalf of President of India

Signature*

Designation*

Dated: *

PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

(Civil Work:- Page No.)

SCHEDULE 'D'

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

As attached in tender form

SCHEDULE 'E'

Reference to General Conditions of contract –

GCC for CPWD 2019 CONSTRUCTION WORKS as amended/modified up to receipt of tender

Name of Work: Trenching in forest area of campus of IIT Indore fo control the forest fire		
Estimated cost for Composite work::	Civil Work	Rs. 3,99,000 only
	Total	Rs.8,000
Earnest money	(To be returned after receiving performance guarantee)	

Performance Guarantee

5% of the tendered value of the work

Security Deposit

5% of the tendered value of the work

Table of Mile stone(s)			
Mile stone No.	Description of Mile stone	Time allowed from date of start (Days)	Amount to be withheld in case of non achievement of milestone
1.	Leveling of ground including	15	1% of tendered amount of work
2.	Laying of drainage system and metaling	45	1 % of tendered amount of work

2.	Preparation of surface complete including red soil filling and consolidation	75	1% of tendered amount of work
3.	Supplying and laying of grass including bidding	100	1% of tendered amount of work
4.	Completion of in all respect.	120	1% of tendered amount of work

Note :If the Agency will be failed in achieving the milestone No 1 & 2 , then the respective amount of milestone shall be forfeited and not to be payable .

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender	Project In-charge, IIT Indore
Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2.& 12.3	See Page 24

Definitions:

2(v) Engineer-in-Charge

**Project In-charge,
Infrastructure development office
IIT Indore**

2(vii) Accepting Authority

**Dean Infrastructure Development
IIT Indore**

2(x) Percentage on cost of materials and labour to

15% (Fifteen Percent)

cover all overheads and profits

2(xi) Standard Schedule of Rates:

D.S.R. 2018 for civil works with Up to date correction slips.
Delhi Schedule of Rates-2018 & M.R.

Civil Items of Work:

2(xii) Department:

Central Public Works Department

9(ii) Standard CPWD contract Form:

GCC 2019, CPWD form 7 as modified & corrected up to receipt of tender

Clause 1	i) Time allowed for submission of Performance Guarantee programme chart (Time and Progress) and applicable labour licenses/registration, registration with EPFO, ESIC & BOCW welfare Board including Provident Fund Code No., if applicable or proof of applying thereof from the date of issue of letter of acceptance	ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above
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7 Days

7 Days

Authority for fixing Compensation under Clause 2 Clause 2	Project in charge IIT Indore
Clause 2 A 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	8 Days

Mile stone/Bar Chart(s)-	As per construction programme on

Time allowed for execution of work | (45 Days) Forty Five Days

Authority to decide

(i) Extension of time

Project In-charge, IIT Indore

(ii) Rescheduling of milestone

Project In-charge, IIT Indore

(iii) Shifting of date of start in case of delay in handing over of site		Dean Infrastructure Development, IIT Indore
Clause 6, 6A	Clause applicable	Clause 6 A
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	Civil Rs.15.00 lacs
Clause 7A	Whether clause 7A shall be applicable.	Yes
Clause 10A	List of testing equipment to be provided by the contractor at site lab.	As per requirement

Clause 10 B (ii) & 10B iii)	Whether clause 10-B (ii) shall be applicable. Whether clause 10-B (iii) shall be applicable.	No No
Clause 10 C	Component of labour expressed as percentage of value of work Note : Payment under this clause is admissible when contractor submits proof of having paid wages due to every worker through bank or ECS or online transfer to his bank account.	25%

Clause 10CA

S .No.	Material covered	Base Price of all Materials covered under clause 10 CA* as notified by

**under this
clause**

CE

1.	Cement:-	
	(ii) Cement (PPC)	N.A.
2	Reinforcement Bars TMT-fe 500-D (i)12 mm Primary Manufacturer	N.A.
3	Structure Steel	N.A.

* Includes cement component used in RMC brought at site from outside approved RMC plants, if any.

Clause 10 CC:	NOT APPLICABLE
Clause 11	Specification to be followed for execution of work:

For Civil items of work CPWD Specifications 2009 Vol. 1 and Vol. 2 with up to date correction slips (Hereinafter called CPWD specifications also)

Clause 12

Type of work Project and Original work

Civil

12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work.	30 %	
12.5	i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)	30%	
	ii) Deviation limit for items mentioned in earth work subhead of DSR and related items	100%	
Clause 16	Competent Authority for Deciding reduced rates:		
	For Civil items of work	Project In-charge, IIT Indore	
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site.	N.A.	

Clause 25

Constitution of Dispute Redressal Committee (DRC)	
	For total claims upto Rs. 25.00 lacs for total claims more than Rs. 25.00 lacs
Chairman	Dean of infrastructure Development
Member	Director IIT Indore
	i) ADOID IIT Indore ii) Project in Charge IIT Indore
	i) DOID IIT Indore ii) The ADOID/PIC

Clause 32

Requirement of Technical Representative(s) and Recovery Rate

Cost of work (Rs. in crores)	Requirement of Technical Staff		Minimum experience (Years)	Designation of Technical Staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32	
	Qualification	Number (of major + Minor Component)			Figures	Words

More than 1.5 to 5	Graduate Engineer or Diploma Engineer	1 (Civil-1)f	2 or 5 respectively	Project Manager cum Planning / quality/ Site / billing Engineer	Rs.20,000 per month per person	Rs. Twenty thousand only per month per person
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Cost of work in the table above, means the agreement amount of the work.

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

**Clause 38
(Civil)**

- | | | |
|-----|---|--|
| i) | a) Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2016 printed by CPWD | D.S.R. 2018 for civil works with upto date correction slips. |
| ii) | Variations permissible on theoretical quantities | |
| | a) Cement for works with estimated cost put to tender not more than ` 5 lakhs. | 3% plus/minus
2% plus/minus |
| | For works with estimated cost put to Tender is more than ` 5 lakhs | 2.5% plus only & nil on minus side. |
| | b) Bitumen all works | 2% plus/minus. |
| | c) Steel reinforcement and structural steel Sections for diameter, section and category. | Nil |
| | d) All other materials and Electrical Items. | |

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S. No.	Description of Item	Rates in figures and words at which recovery shall be made from the

		Contractor		
		Unit	Excess beyond permissible variation	Less use beyond permissible variation
1.	Cement:-			
	(ii) Cement (PPC)	MT		N.A
2.	Reinforcement Bars			
	TMT-fe 500D	MT		
	(l)Primary Manufacturer			N.A
3.	Structure Steel	MT		N.A

GENERAL REQUIRMENTS FOR THE TENDER

Name of Work: Trenching in forest area of campus of IIT Indore for control the forest fire

- 1 The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
- 2 Separate schedule of quantity is included in this tender for civil and electrical items of work. If the tenderer wants to offer any unconditional rebates on their rates, the same should also be offered in the respective components of civil and electrical schedule separately. The contractor shall quote the percentage rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
- 3 Time allowed for the execution of work is (45 Days) Forty Five Days.
- 4 The contractor(s) shall submit a detailed program of execution in accordance with the master programme/ milestone within ten days from the date of issue of award letter.
- 5 Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 6 The contractor (s) shall make his own arrangements for electricity and water required for the execution of work.
- 7 Cement shall be arranged by the contractor himself.
- 8 Steel Reinforcement shall be arranged by the contractor himself.
- 9 The contractor shall submit the running bills in the shape of the computerized MB in pages of A-4 size as per the standard format of department and shall act as per modified clause 6 A of CPWD-7
- 10 Contractor has to provide reinforcement cover blocks made of approved proprietary pre packed free flowing mortars (Contexture as manufactured by M/s Fosroc Chemical India Ltd. or approved equivalent) of high early strength.
- 11 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time.
- 12 The contractor shall comply with the provisions of Construction and Demolition Waste Management Rules, 2016 as per Ministry of Environment and Forest notification dated 29/03/2016 issued in exercise of powers

conferred by Environment(Protection) Act 1986 (Available on web address www.moef.gov.in). The contractor shall also follow all rules and regulations regarding disposal of C&D waste as per approval of local bodies.

PART-B

MATERIAL AND QUALITY ASSURANCE

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
2. The Following Conditions to the specification shall however apply:-
 - a) All stone aggregates shall be of hard stone variety to be obtained from approved quarries at **conforming to CPWD specification or as approved by the Engineer- in- charge.
 - b) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality. Sand shall be obtained from approved quarry at..... **
3. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
4. The contractor shall submit shop drawings of staging and shuttering arrangement, aluminum work, and other works as desired by Engineer In Charge for his approval before execution. The contractor shall also submit bar bending schedule for approval of Engineer –in – charge before execution.

Other Laboratories :

- B1 The contractor shall arrange carrying out all tests required under the agreement through the laboratory/Govt Lab/Institute as approved by the Engineer-in-Charge and **shall bear all charges** in connection therewith including charges for testing for all materials.
- C) Sampling of Materials:
- C1 Sample of building materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by

standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.

C2 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge. Same shall be removed from the site within the time as directed by the Engineer-in charge at their own cost.

C3 BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides . of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.

- C4 The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
- C5 All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
- C6 The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.
- C7 The Stone aggregate/stone, sand shall be brought from any quarries subjected to the said materials confirm CPWD specifications.
- 5 The day to day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the Assistant Engineer-in-Charge of work and which shall be duly signed by the contractor or his authorised representative.
- 6 The contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording etc. Nothing extra shall be payable to the contractor on this account. However cost of photographs, slides, audio / videography etc. shall be borne by the department.
- 7 The contractor shall be fully responsible for the safe custody of materials brought by him issued to him even though the materials are under double lock key system.
- 8 Separate cement registers showing the receipt of the OPC and PPC (as required) shall be maintained at site. The contractor shall construct separate godowns for storage of OPC & PPC at site and nothing extra on this account shall be payable.
- 9 Cement issued shall be for consumption at site only. No cement for factory made items and those not manufactured at site shall be issued.
- 10 In case there is any discrepancy in frequency of testing as given in the list of mandatory test and that in the individual sub-head of work as per CPWD specification 2009 Vol. 1 & 2, the higher of the two frequencies of testing shall be adopted.
- 11) Maintenance of Register:
All the register of tests to be carried out at construction site or in outside laboratories shall be maintained by the contractor which shall be issued to the contractor by Engineer-in-Charge in the same manner as being issued to IIT field staff.
 - (i) The registers to be issued to the contractor are :
 - a) Materials at site account register.

- b) Cement register.
 - c) Master test registers.
 - d) Cube test register.
 - e) Paint register.
 - f) Any other register as decided by the Engineer-in-charge relevant to work.
- (ii) All the entries in the register will be made by the designated engineering staff of the contractor and same should be regularly reviewed by JE/AE/AEE.
- (iii) Contractor shall be responsible for safe custody of all the test registers.
- (iv) Submission of copy of all test registers, material at site register along with each alternate running account bill and final bill shall be mandatory. These registers should be duly checked by JE(C) in division office.

GENERAL TERMS AND CONDITIONS

1 The order of preference in case of any discrepancy under “Conditions of Contract” given in standard CPWD contract form may be read as the following:

- i) Nomenclature of items as per schedule of quantities.
- ii) Particular specification and special condition, if any.
- iii) CPWD specifications.
- iv) Architectural Drawings.
- v) Indian standard specifications of B.I.S.
- vi) Sound Engineering Practice.

A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard including such revision/amendments as issued by the Bureau of Indian standard upto last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.

2 Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of items in the schedule of quantities the work shall generally be carried out in accordance with the “CPWD specifications 2009 Vol. 1 and Vol. 2 (with up to date correction slips). (Hereinafter to be referred to as CPWD specifications) and instructions of Engineer-in-Charge. Wherever CPWD specifications are silent the latest IS codes/specification shall be followed.

3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads, depths and all taxes including GST of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.

4 The proposed building is a prestigious project and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipments to execute the work. Many items like stone masonry & stone cladding works, stone flooring, structural glazing, PVDF coating aluminium composite panel and other specialised flooring work, Wood work will specially require engagement of skilled workers having experience particularly in execution of such items.

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

b) The contractor (s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.

- 6 The contractor (s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters of site. However, no claim on the alleged inadequacy or incorrectness of the soil data shall be entertained.
- 7 The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be made good, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
- 8 The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other illumination on for cautioning the public at night.
- 9 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work. The contractor shall be responsible for all damages and accidents due to negligence on his part.
- 10 Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings
- 11 The contractor shall make his own arrangement for obtaining electric connection(s) if required and make necessary payments directly to the department concerned.

- 12 Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
- 13 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- 14 The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and adhere to their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
- 15 The building work shall be carried out in the manner complying in all respects with the requirements of the relevant by-laws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.

- 16 The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable for the same.
- 17 If as per local Municipal regulations, huts for labour are not to be erected at the site of work, the contractor shall be required to provide such accommodation at a place as is acceptable to the local body and nothing extra shall be paid on this account.
- 18 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
- 19 The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.
- 20 The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where, however phased delivery of work is contemplated these provisions shall apply separately to each phase.
- 21 The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingles, sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
- The same shall be deemed to be included in the rates tendered by the contractor and nothing extra will be paid for the same.
- 22 PROGRAMME CHART
- i) The contractor shall prepare an integrated programme chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier as indicated in the mile

stones under clause 5 of the contract and submit the same for approval to the Engineer-in-Charge within ten days of the award of the contract.

ii) The programmes chart should include the following:-

- a) Descriptive note explaining sequence of various activities.
- b) Net work (PERT/CPM/BAR CHART)
- c) Programme for procurement of materials by the contractor
- d) Programme of procurement of machinery/equipment's having adequate capacity commensurate with the quantum of work to be done within the stipulated period by the contractor.

- 23 If it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above, the contractor shall produce a revised programme showing the modifications to the approved programme to ensure completion of the work within the stipulated time for completion.
- 24 The submission for approval by the Engineer-in-Charge of such programme or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
- 25 If the work is carried out in more than one shift or during night no claim on these accounts shall be entertained.
- 26 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 27 The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 28 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
- 29 Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable for extra cement considered in consumption on this account.
- 30 The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected

in areas where other buildings, roads, services, compound walls etc. are to be constructed.

Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.

- 31 The contractor shall submit for the approval of Engineer-in-Charge names of specialized agencies of repute along with their technical capacity proposed to be engaged by him, who must have executed satisfactorily works of value as specified in mandatory conditions.
- i) The works shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available thereof is complete and unambiguous. The discrepancy, if any shall be brought to the notice of the Engineer-in-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.
 - ii) Other agencies will also simultaneously execute and install the works of electrification, air conditioning, lifts, fire-fighting etc. for this work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required for the electric, air-conditioning and other related works (for which inserts, sleeves, brackets, conduits base pinion, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work & brick work, if required and nothing extra shall be payable on this account.
 - iii) The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

- iv) All Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixings involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.
- 32 Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed.

Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.

- 33 On completion of work, the contractor shall submit at his own cost four prints of "as built" drawings to the Engineer-in-Charge within 30 days of completion of work. These drawings shall have the following information:
- a) Route of all piping and their diameters including soil waste pipes & vertical stacks.
 - b) Ground and invert levels of all drainage pipes together with locations of all manholes and connections upto outfall.
 - c) Route of all water supply lines with diameters, location of control valves, access panels etc.

- 34 No extra payment will be made for operation/activity mentioned at Serial no.1 to 33 above, unless specified otherwise.

35 Condition regarding secured advance :-

Secured advance shall be admissible only on those bonafide materials which are likely to be used in the work in a period not exceeding two months from the date of secured advance payment. If agency fails to use the material (in respect of which secured advance have been paid) in the work in this specified period of two months, the said component of secured advance shall be recovered from next running account bill paid to the agency. Secured advance on the same material shall not be paid again.

SPECIAL CONDITIONS

1. The contractor shall not store/dump construction material or debris on metalled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
4. Any item Which is not available in the BOQ of deviated beyond schedule F shall be paid as per CPWD DSR 2018. If it is not available in BOQ/DSR than extra item shall be worked out as actual cost of the materials and actual cost of the labour plus 15% as overhead and profit. The decision of engineer in charge will be conclusive and final binding on the contractor.
5. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicle are properly cleaned and dust free to ensure that enrooted their destination, the dust, sand or any other particles are not released in air/contaminate air.
6. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
7. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carriage of construction material and debris relatable to dust emission.
8. The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.
9. The contractor shall ensure compulsory use of jet in grinding and stone cutting.
10. The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.

11. The contractor shall ensure that the DG sets comply emission norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
14. The work may involve working in odd hours. No extra payment shall be made on account of the same.
15. No extra payment will be made for operation/activity mentioned at above.
16. The Contractor shall take photographs of site prior to commencement of work, weekly during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to IIT Indore.
17. MTC of all the material shall be submitted by Agency.

PREFERRED MAKES OF MATERIALS FOR CIVIL WORKS

Preferred makes of materials to be used in the work are as under. In case of non availability of these makes, the Engineer-in-Charge may allow use of alternative BIS makes of Materials in the work.

S. No.	Material	List of Preferred Makes
1	(i) Ordinary Portland Cement / Portland Pozzolona Cement / Sulphate Resisting Portland cement	ACC, Ultratech, Ambuja Cement, J.K.Cement, Century Cement, Shree Cement, Jaypee Cement, Vikram Cement.
	(ii) White Cement	Birla White, J.K.White
2	Reinforcement Steel TMT bars Fe-500D	SAIL, Tata Steel, Rastriya Ispat Nigam Ltd (RINL), JSW Steel Ltd., Jindal Steel & Power Ltd.
3	Water Proofing Compounds, Admixtures, Plasticizer, Super Plasticizer, Curing Compounds.	Fosroc, ROFF/Dr.Fixit (Pidilite Industries), CICO, Sika, BASF, Ardex Endura (Bal Endura)
4	Integral Water Proofing compound with cement (For Plaster & Mortar)	Fosroc :Conplast 421 Dr.Fixit : L.W+ Sika :Sikacin Asian Paints : Smart Case Vitalia& equivalent product of BASF, CICO, Ardex Endura
5	Water Proofing for bathroom / toilet / balcony & other wet areas	Fosroc : Brush Bond Dr.Fixit : Pidifine 2K Sika :Nito Bond Asian Paints : Damp Block 2 K & equivalent product of BASF, CICO, Ardex Endura
6	Crystalline water proofing compound	Fosroc :Fosroc Crystalline Dr.Fixit : Dr.Fixit Crystalline Sika : Sika Crystalline Asian Paints : Crystalline Quarty& equivalent product of BASF, CICO, Ardex Endura, Pentron
7	Grouts, Tile Adhesive	Latecrete, Kerokoal, BASF, Ardex Endura, Ferrous Crete.
8	Structural Steel	SAIL, Tata Steel, Rastriya Ispat Nigam Ltd (RINL), and JSW Steel Ltd., Jindal Steel & Power Ltd.
9	Polycarbonate Sheet	GE Plastic, LEXAN
10	Profile steel sheet (Precoated)	Ezydeck of TATA, Lloyd Superdeck, JSW / Jindal
11	Particle Board	Kitply, Action TESA, Greenlam, Merino.
12	Laminated Particle Board / Laminates	Kitply, Action TESA, Greenlam, Century Ply, Merino, Sunmica.
13	Flush Door shutters	Duro, Kitply Industries (Swastik), Century, Durian, Green Ply, Jayna

15	False Ceiling System	Armstrong, Hunter Douglas, USG Boral, Saint Gobain, Aerolite, Durlum, Interarch.
16	Plywood / Veneer	Green ply, Century Merino, Kitply, Duro Durian.
17	Melamine Polish	Asian Paints Melamine Gold, Wudfine of Pidilite, Timbertone of ICI Dulux.
18	Floor Spring & Door Closure	Godrej, Dorma, Dorset, Kich
19	(a) Aluminium Section	Hindalco, Jindal, Indian Aluminium Co.
	(b) Anodised Aluminium Hardware (Heavy Duty)	Kilong, Alualpha, Classic, Ebco
20	Clear/Float/Frosted/Refractive/Coated Glass/Toughned	Saint Gobain, AIS, Modiguard, Asahi
21	Stainless Steel Railing, Accessories etc.	JINDAL, Dorma, Kich, GEZE, Godrej, Hardwyn
22	S.S.Door& Window & fittings	Jindal, Dorma, Kich, Doorset, Godrej, Ozone
23	Silicon based water repellent / Weather sealant	G.E. Plastics, Dow Corning, (Wacker), BASF, Pidilite (Dr.Fixit/Roff)
24	Poly-Sulphide Sealant	Fosroc, Pidilite (Dr.Fixit/Roff), Sika, BASF
25	Mosaic Tiles / Chequerred Tiles	Ultra Tiles, NITCO, Hyper(Mayur), Pavcon
26	Ceramic Tiles	Somany, Kajaria, RAK, NITCO
27	Vitrified Tiles (Antiskid/Matt/Glazed)	Somany, Kajaria, RAK, NITCO
28	Paver Block &Kerb Stone	Pavcon, Hyper Tiles / Dynamic Industries/Mayur, KK, Power, Sharda, Navya
29	Dash / Anchoring Fasteners	HILTI, Fischer, Bosch, Wurth.
30	Cement Based Wall putty	Birla wall care, JK White, Berger, Asian Paints.
31	Oil Bound Washable Distemper / Dry Distemper	Asian Paints (Professional Acrylic Distemper), Nerolac : Beauty Acrylic Distemper, Berger: Bison Acrylic Distemper, DuluxICI:Maxilite
32	Ist Quality Acrylic Distemper (washable / Ready Mix / Low VOC)	Asian Paints (Tractor Aqua Lock Paint) Berger : Commando Or equivalent paints of Nerolac or ICI Dulux.
33	Acrylic Emulsion Paints	Asian Paints : (Professional Premium Interior Emulsion Paint) Nerolac : Beauty Gold Berger : Rangoli total care ICI-Dulux : Super Cover
34	Plastic Emulsion Paint	Asian Paints : (Apcolite Heavy Duty Premium Emulsion Paint) Nerolac : Impression Berger : Easy Clean ICI-Dulux : 3 in 1
35	Premium Acrylic Emulsion Paints (Interior)	Asian Paints (Royale Luxury Emulsion) Nerolac : Impression Berger : Silk

ICI Dulux : Velvet Touch

36	Textured Exterior Paint	Asian paints, Nerolac, Berger Paints, Ultratech Paints Luxture.
37	Acrylic Smooth Exterior Paint	Asian Paints : (Apex / Professional Premium Exterior Emulsion) Nerolac : XL Berger : Weather Coat ICI-Dulux : Weather Shield
38	Premium Acrylic Smooth Exterior Paint with silicon additive	Asian Paints : (Apex Ultima) Nerolac : XL Total Berger : Weather Coat all guard ICI-Dulux : Weather Shield max
39	Synthetic Enamel Paint	Asian (Apolite Premium gloss enamel), Nerolac : Synthetic Hi gloss Berger : Luxol Hi gloss ICI-Dulux : Gloss Synthetic enamel
40	Cement Primer	Nerolac, Berger, BP White (Berger), Decoprime WT(Asian), White Primer(ICI)
41	Steel Primer (Red Oxide Zinc Chromate Primer)	Asian Paints, Nerolac, Berger, ICI
42	Wood Primer	Asian Paints (Wood Primer – White / Pink), Berger, ICI, Nerolac.
43	Epoxy Paint	Asian, Nerolac, Berger, ICI, Kansai Akzo Nobel.
44	Fire Paint	Asian Paints, Akzo Nobel Coatings India Ltd., PROMAT, Jotun.
45	G.I. / M.S. Pipe	Tata, Jindal (Hisar)
46	G.I. Fittings	Unik, AVR, Zoloto
47	HDPE Pipes	Reliance, Jain Pipes, ORIPLAST, Supreme
48	DI Pipes	Electrosteel, Jindal, TATA DUCTURA, Kapilangle, Kesoram.
49	DI Fittings	Electrosteel, Jindal, TATA DUCTURA, Kapilangle, Kesoram.
50	UPVC pipe and Fittings	Astral, Supreme, Ashirwad
51	Centrifugally Cast (Spun) Iron Pipes & Fittings	NECO, Kapilansh, Electrosteel, SKF.
52	C.I. Manhole covers, frames & GI Gratings	NECO, RAJ Iron Foundary Agra, BIC, SKF, Kapilansh
53	SFRC Manhole covers & gratings	KK, JAIN, PARGATI
54	CP Brass Fittings (Superior Range)	Jaquar, Grohe, Roca, PRIMA
55	CP Brass Fittings (Normal Range)	Hindware, Jaguar, ESSCO, Parryware, PRIMA
56	Sanitary ware, Fittings & accessories (Superior Range)	Kohler, Roca, Hindware, Parryware
	Sanitary ware, Fittings & accessories (Normal Range)	Hindware, CERA, Parryware, Jaguar
57	Mirror Glass	Atul, Modi Guard, Golden Fish
58	CPVC Pipe & fitting	Astral, Supreme, Ashirwad
59	Stainless Steel Sink	Neelkanth, Nirali, Jyna

60	RCC Pipes(NP-2)	Lakshmi, Sood&Sood, Jain Pipe Co. (Newai), Mahaveer Enterprises (Newai), work well spun pipes (pali)
61	UPVC Doors & Windows (PROFILE makers & their authorized Fabricators only.)	Fenesta, VEKA, KOMERLING, RHEAU, Aluplast, Wintech, Duroplast.
62	Extruded Polystyrene Insulation Board	Dowcorning, Supreme, Texas, Analco
63	Heat Resistant Tiles	Swastik, Thermatek
64	Gypsum Plaster	Ferrous Crete, Gyproc Saint Gobain, Ultratech
65	Floor hardener	Ironite, Ferrok, Hardonate
66	Modular Expansion Joint	Herculus, Sanfield India Ltd. Vexcolt
67	Glass Wool	Dow Corning, U.P. Twiga, Isover
68	UPVC doors and window hardware's	Rotto, Dorset, Kinlong
69	AAC Block Adhesive	Ultratech, Ardex Endura, Ferrous Crete.
70	Ready Mix Concrete	Ultratech Concrete, ACC Ready mix, Lafarge RMC India or as approved by Engineer – in- Charge.
71	Tile Fixer/Adhesive	As approved by Engineer – in- Charge.
72	PVC Rain water pipe & fittings As per IS :13592	Finolax, Supreme, Plasto.
73	PVC Shutter	Rajshri, Sintex, M/s Jain Wood Industries

**CONTRACT FOR REMOVAL OF DEFECTS AFTER COMPLETION
IN RESPECT OF WATER PROOFING WORKS**

(BASEMENT/LOWER GROUND FLOOR/UNDER GROUND TANK/ROOF)

The Agreement made this _____ day
of _____ Two thousand and _____ between

_____ son of
_____ (hereinafter
called the Guarantor of the one part) and the IIT INDORE (hereinafter called the
Government of the other part).

WHEREAS THIS agreement is supplementary to a contract
(hereinafter called the contract) dated
_____ and made between the GUARANTOR OF THE ONE
part and the Government of the other
part, whereby the contractor, inter alia, undertook to render the buildings and structures
in the contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that
the said structures will remain water and leak-proof for 10 (Ten) years from the date
after the maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given
by him will render the structures completely leak proof and the minimum life of such
water proofing treatment shall be ten years to be reckoned from the date after the
maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for the leakage caused by
earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment,
like chopping of firewood and things of the same nature which might cause
damage to the roof.
- (b) Alteration shall mean construction of an additional story or a part of the roof or
construction adjoining to existing roof whereby proofing treatment is removed in
parts.
- (c) The decision of the Engineer-in-charge with regard to cause of
leakage/seepage shall be final.

During this period of guarantee the guarantor shall make good all defects and in
case of any defect being found, render the building water proof to the satisfaction of the
Engineer-in-charge at his cost and shall commence the work for the rectification within
seven days from the date of issue of the notice from the Engineer-in-charge calling upon
him to rectify the defects failing which the work shall be done by the department by some

other agency contractor at the GUARANTOR's risk and cost. The decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

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

IN WITNESS WHEREOF these presents have been
executed by the Obliger _____ and
by _____

_____ and for and on behalf of the IIT INDORE on the day, month and year first above written

SIGNED, SEALED AND delivered by OBLIGOR in the presence of :

1.
2.

SIGNED FOR AND ON BEHALF OF IIT INDORE BY

_____ in the presence of:

1.
2.

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

In consideration of the IIT Indore(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 Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (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).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

PART-C

SCHEDULE OF QUANTITY

Name of Work :- **Trenching in forest area of campus of IIT Indore for control the forest fire**

S.No.	Description of Items	Unit	Qty
1	Hiring of Hydraulic excavator including diesel, operator and tools tackles etc. complete in all respect	Hrs	240
2	Hiring of tractor with cultivator including diesel, operator and tools tackles etc. complete in all respect.	Day	30
3	Supply of unskilled manpower with required tools and tackles	nos.	240