



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore

**Estate
Section**

INDEX

Name of Work: *Kerb Stone Painting in the campus in view of convocation 2019 at Simrol Campus.*

Sl. No.	Description	Page
1	Index Page	1
2	Notice inviting E-tenders	2
3	PART-A	3
4	Information and e-Tendering for Contractors	4-6
5	Notice Inviting Tenders (Form CPWD-6)	7-10
6	Tender (Form CPWD-7)	11-16
7	Salient/Mandatory requirement for tender	17
8	PART-B	18
9	Quality Assurance of the work	19-20
10	Additional terms and conditions	21-22
11	Special Condition for Material	23
12	Additional conditions for Civil Works	24-27
13	General Specifications for Civil Works	28-29
14	Indemnity Bond	30-36
15	Performance Security Guarantee bond	37-39

NIT amounting to Rs. 6, 97,908/- (Rupees Six Lakh Ninety Seven Thousand Nine Hundred Eight only) is approved.

[Certified that this N.I.T. contains 39 (Thirty-Nine) pages + BOQ contains 01 pages Total 40 pages only].

21/10/19
Project in-charge
I.I.T. Indore



भारतीय प्रौद्योगिकी संस्थान इंदौर
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**INDIAN INSTITUTE OF TECHNOLOGY INDORE
ESTATE SECTION**

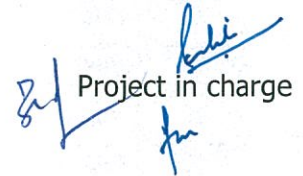
Notice Inviting e-Tenders No. IITI/ES/KERB STONE/2019-20/72

The Project in-charge, IIT Indore invites on behalf of Director of IIT Indore online percentage rate / item rate tender on two bid system from the registered contractors in CPWD, BSNL, MPPWD, and MES & *Central PSUs* working agency of IIT/IIM/RRCAT etc. in appropriate category for the following work:

1. NIT No. IITI/ES/KERB STONE/2019-20/72
2. Name of work: Kerb Stone Painting in the campus in view of convocation 2019 at Simrol Campus.
3. Estimated cost: Rs. 6,97,908/-
4. Earnest money: Rs. 14,000/-
5. Period of completion: 20 days
6. Last time & dated of submission of bid: 5:00 PM on 20.10.2019.

The bid forms and other details are available on website <http://iiti.ac.in/tenders/tender>, but the bids can only be submitted online on www.tenderwizard.com/IITI.

Date: 11/10/19


Project in charge



PART-A

 IIT Indore	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
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INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Project in-charge, IIT Indore invites on behalf of Director of IIT Indore online percentage rate / item rate tender on two bid system from the Registered contractors in appropriate category for the following work(s):*

S. No.	NIT No. IIT/ES/KERB STONE/2019-20/72	Name of work and location	Estimated cost put to tender (in Rs.)	Earnest Money	Period of Completion	Last date & time of submission of tender	Period during which EMD, Cost of Tender Document, e-Tender Processing Fee and other Documents shall be submitted	Time & date of opening of tender
1		Kerb Stone Painting in the campus in view of convocation 2019 at Simrol Campus.	6,97,908/-	14,000/-	20 days	Up to 05:00 PM on 20.10.2019	After last date and time of submission of tender and up to 05:00 PM on 20.10.2019	At 11:00 AM on 21.10.2019

*The eligible contractors mean registered in CPWD, BSNL, MES, MPPWD, Central PSUs & working contractors of IIT/IIM/RRCAT etc. Indore if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work of value 80% of estimated cost during last five years.

The enlistment / registration of the contractors should be valid on the last date of submission of tenders.

In case the last date of submission of tender is extended, the enlistment / registered of contractor should be valid on the original date of submission of tenders.

1. The intending tenderer must read the terms and conditions of CPWD-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
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2. Information and Instructions for tenderer posted on website shall form part of tender document.
3. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://iiti.ac.in/tenders/tender>, free of cost and shall be submitted online on website www.tenderwizard.com/IIT.
4. The tender can only be submitted after uploading the mandatory scanned documents as per list given below.
5. The amount of EMD will be paid by online mode only.
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 tenderer must have valid class-III digital signature to submit the tender.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow color.

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 tenderer, rate of such item shall be treated as "0" (ZERO).

	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
--	--	---

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

The list of Documents are mentioned in the separate excel sheet, the documents entered in the data sheet will only be entertained for technical evaluation, other documents which are not present in the list will be not be entertained in the technical evaluation. The number of pages which will be uploaded during the tender submission should be entered in the excel also.



CPWD-6 FORM e-Tendering

The Project in-charge, IIT Indore invites on behalf of Director of IIT Indore online percentage rate / item rate tender on two bid system from the Registered contractors in appropriate category for the works of: **Kerb Stone Painting in the campus in view of convocation 2019 at Simrol Campus.***

- 1.1 The work is estimated to cost **Rs. 6, 97,908/-**-This estimate, however, is given merely as a rough guide.
- 1.2 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

2 Criteria of eligibility

*The eligible contractor's means registered in CPWD, BSNL, MES, Railways, Central PSUs & working contractors of IIT/IIM/RRCAT etc. if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work of value 80% of estimated cost during last five years.

3. Agreement shall be drawn with the successful tenderers on prescribed Form No CPWD 7 (or other Standard Form as mentioned) which is available as a Govt of India Publication and also available on website www.iiti.ac.in. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **20 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 tender documents.
5. The site for the work is available. *
6. The tender 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.iiti.ac.in/tenders/tender or www.tenderwizard.com/IIT or other necessary documents also can be seen in the office of the Project in charge, Estate Section, IIT Indore between hours of 10:00 AM to 5:00 PM from every day except on Saturdays, Sundays and Public Holidays in free of cost.
7. Earnest Money will be paid in the form of online mode only.
The tender submitted shall be opened at 11:00 AM on **21.10.2019**.
8. The tender submitted shall become invalid and cost of tender & e-Tender processing fee shall not be refunded if:
 - (i) The tenderer is found ineligible.

 IIT I	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
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- (ii) The tenderer does not upload all the documents as stipulated in the tender document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.
9. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be 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 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.**
10. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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 tender. A tenderer 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 tenderers shall be responsible for arranging and maintaining, at their 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 tender by a tenderer 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 and local conditions and other factors having a bearing on the execution of the work.
11. The competent authority on behalf of the Director, IIT, Indore does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
13. The competent authority on behalf of Director, IIT, Indore reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
14. The contractor shall not be permitted to tender 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 the IIT Indore. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

15. 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 tender or engagement in the contractor's service.
16. The tender for the works shall remain open for acceptance for a period of **ninety (90) days** from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the 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 tenderers shall not be allowed to participate in the retendering process of the work.
17. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 20 days from the stipulated date of start of the work, sign the contract consisting of: -
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender 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.

18.1 The tender 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 2010 as amended/modified up to **20.10.2019**.

Part B: -

General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

 IIT	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
---	--	--

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.

- 18.2 The tenderers must associate himself, with agencies of the appropriate class eligible to tender for each of the minor component individually.
- 18.3 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.
- 18.4 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- 18.5 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.


Project In charge
For & on behalf of the Board of Governors, IIT, Indore

 IITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
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CPWD-7

(A) **Tender for the work of:** *Kerb Stone Painting in the campus in view of Convocation 2019 at IIT Indore.*

Signature of officer issuing the documents

Designation: **Project In charge, IIT Indore**

Date of Issue _____

TENDER

I/We have read and examined the Notice Inviting tender, schedule, A,B,C,D,E&F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and rules referred to in the 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 Board of Governors, IIT, Kanpur within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender **open for (90) ninety days from the date of opening of tender** and not to make any modifications in its terms and conditions.

A sum of Rs. 14,000/- is hereby forwarded in online mode as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Board of Governors, 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 of commence work as specified, I/we agree that Board of Governors, IIT Indore or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

 IIT	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
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Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & 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 IIT Indore 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 _____ **

Witness: **

Address: **

Occupation: **

**

Signature of contractor
Postal Address **

 IITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
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Operative schedules shall be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of Quantities:

Page 01

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

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

SCHEDULE 'C'

Schedule of Tools and Plants to be hired to the contractor

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

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any: **As attached in tender form.**

SCHEDULE 'E'

Schedule of component of other Materials, Labour, POL etc. for price escalation: **N.A.**

SCHEDULE 'F'

Reference to General Conditions of Contract.

Reference to General Conditions of Contract		
Name of Work:	Kerb Stone Painting in the campus in view of convocation 2019 at Simrol Campus.	
Estimated cost of the work:	Civil Items of Work	Rs. 6,97,908
Earnest money	Rs. 14,000	
Performance Guarantee	5% of the tendered value of the work	
Security Deposit	5% of the tendered value of the work	

 IITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
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General rules and direction:

Officer inviting tender	Project in charge, Estate Section 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 at appropriate clause under definitions

Definitions:

2(v) **Engineer-in-Charge**

For Civil items of work

**Executive Engineer,
IIT Indore**

2(vi) **Accepting Authority**

**Project In charge,
IIT Indore**

2(vii) **Percentage on cost of materials and labour to cover all overheads and profits**

15%

2(viii) **Standard Schedule of Rates:**

Civil Items of Work:

D.S.R. 2018 with up to date correction slips

2(ix) **Department:**

Central Public Works Department

2(x) **Standard CPWD contract Form:**

GCC 2010, CPWD **form-7** as modified & corrected up to **20.10.2019** (Whether correction vide latest circulars are incorporated or not in this document). The following condition pertains to GST of clause 37 & 38 of General Condition of contract *and* corresponding Amendments should be read as follows:

a- The Quoted rates should be exclusive of GST.

b- The GST as applicable shall be paid extra.

Clause 1

i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance

7 Days

ii) Maximum allowable extension with late fee @0.1% per day of performance

01 to 20 days

Clause 2

Authority for fixing Compensation under Clause 2

**Project In charge,
IIT Indore
Or successor thereof**

Clause 2 A

Whether Clause 2A shall be applicable

No

Clause 5

i) Number of days from the date of issue of letter of acceptance

7 Days

 IITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
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for reckoning date of start

- | | |
|--|----------------|
| ii) Time allowed for execution of work | 20 days |
| iii) | |

Authority to decide	Extension of time	Dean of Planning, Estate Section IIT, Indore
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Clause 6/ 6A	Only clause 6 applicable.
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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
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Clause 10A	Material to be provided by the contractor.	Applicable
Clause 10B (ii), (iii)	Whether clause 10-B (ii) and 10-B (iii) shall be applicable.	Not Applicable

Clause 10 C	Component of labour expressed as percentage of value of work	25 %
	(10 C Not Applicable)	

Clause 10 CA	Materials covered under this clause.	<i>Nearest material (other than cement, reinforcement bars and structural steel) for which All India Whole sale price Index is to be followed.</i>	Base price of all the materials covered under clause 10 CA
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1. Cement (PPC)	Nil	NIL
2. Steel	Nil	

(10 CA Not Applicable)

Clause 10 CC	Increase/Decrease in Price of materials/wages	Not Applicable
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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).
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Clause 12

12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	50%
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12.5	Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work	100%
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 IIT I	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
---	--	--

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 36 (i)

**Requirement of technical
Representative(s)**

For supervision of civil as well as electrical items of work, technical representatives of the respective disciplines will be required to be deployed.

Clause 42

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

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

SI No	Description of items	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement (PPC)	Double the Issue rate	Double the Issue rate
2.	Steel reinforcement (TMT Bars)	Not Applicable	Not Applicable

 IIT	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
--	--	----------------------------------

SALIENT/MANDATORY REQUIREMENTS FOR THE TENDER

Name of Work: ***Kerb Stone Painting in the campus in view of convocation 2019 at Simrol Campus.***

- 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 **20 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 Contractor has to arrange and install field laboratory during the currency of work and nothing extra will be paid on this account.
- 6 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.
- 7 Contractor has to deploy required Plant and machinery on the project. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 8 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Project in charge/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 9 Temporary Electric connection shall be issued as per request and charges shall be recovered as per actual consumption of units.
- 10 Water will be arrange by contractor at his own sources and not reimbursed by the Institute.
- 11 EPF and ESI, if applicable, will be reimbursed on actual basis after due verification.

	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
--	--	---

PART-B

QUALITY ASSURANCE OF THE WORK

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 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.

3. Other Laboratories:

1. The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor/department in the manner indicated below.
 - i) By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents
 - ii) By the department, if the results confirm to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.
2. If the tests, which were to be conducted in the site laboratory are conducted in other laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.

C) Sampling of Materials:

1. 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.
2. 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.

 ITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
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3. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing 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 or test certificate from approved testing laboratory 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.
4. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
5. 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.
6. 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.

 IITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
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ADDITIONAL TERMS AND CONDITIONS

- 1 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.
- 2 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.
- 3 Some restrictions may be imposed by the security staff etc. on the working and for movement of labor, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- 5.1 The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
- 5.2 The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws 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.
- 6 If as per local Municipal regulations, huts for labor are not to be erected at the site of work, the contractor shall be required to provide such accommodation at a place as is acceptable to the local body and nothing extra shall be paid on this account.
- 7 The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.
- 8.1 For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR 2016 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications.
- 8.2 In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full

	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
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nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills.

- 8.3 For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.
- 9 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.
- 10 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.
- 11 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
- 12 In case the supply of timber/steel frames/shutters for doors, windows etc. is made by some other agency, the contractor shall make necessary arrangements for their safe custody on the direction of the Engineer-in-charge till the same are fixed in position by him & nothing extra shall be paid on this account.
- 13 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.
- 14 The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
- 15.1 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by the departments and shall construct suitable godowns, yards at the site of work for storing all materials as to be safe against damage by sun, rain, dampness, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose, at his own cost. Materials to be charged directly to work and stipulated for issue free of cost shall also be issued to the contractor as soon as those are received at site or at the stipulated place of issue. The provision of this para shall apply equally and fully to those as well.
- 15.2 All materials obtained from the Estate Section store or otherwise on receipt shall be checked by the Engineer-in-charge of the work or his representations before use.
- 15.3 Registers for the materials to be issued by the department shall be maintained as required by the Engineer-in-charge and these shall be signed by the contractor or his authorized agent and representative of Engineer-in-charge on each day of transactions.

 IITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
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SPECIAL CONDITION FOR MATERIAL

1. The contractor shall at his own expense procure and provide all materials excluding cement required for the work.
2. 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.
3. 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.
4. The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.



भारतीय प्रौद्योगिकी संस्थान इंदौर

Indian Institute of Technology Indore

***Estate
Section***

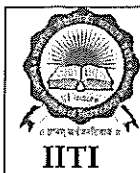
ADDITIONAL CONDITIONS FOR CIVIL WORKS

1.
 - 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 him acquainted with nature and extent of the work and satisfy him about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.
2. The contractor (s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy him about complete characteristics of soil and other parameters of site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
3. The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
4. The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be 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.
5. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit board red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
6. The contractor shall provide at his own cost suitable weighing surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
7. Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings
8. 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) Run 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 up to outfall.

- c) Run of all water supply lines with diameters, location of control valves, access panels etc.

If above said drawings are not submitted by the contractor with in the above specified time then final bill will not be paid and Security Deposit shall not be released.

9. 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.
10. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
11. 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.
12. The contractor shall take all precautions to avoid accidents by, exhibiting caution boards day and night, speed limit boards, red flags, red light and providing necessary barriers and other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
13. 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.
14. All materials obtained from Govt. stores or otherwise shall be get checked by the Engineer-in-Charge or his any authorized supervisor staff on receipt of the same at site before use.
15. 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 of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
16. 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.

17. If the work is carried out in more than one shift or during night no claim on these accounts shall be entertained.
18. 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.
19. 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.
20. The day to day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the Jr. Engineer-in-Charge of work and which shall be duly signed by the contractor or his authorized representative.
21. 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.
22. 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.
23. The rate of items of flooring is inclusive of providing sunken flooring at bathrooms, kitchen etc. and nothing extra on this accounts is admissible.
24. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
25. For construction works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises.
26. The Plinth Level of Building is to be kept as per Architectural drawings. All the items of works such as PCC, RCC, Brickwork and shuttering etc. in foundation upto this plinth level will be measured and paid as the work done upto plinth level. Nothing extra due to higher plinth will be paid and contractor's rates quoted for all these items shall, therefore, be deemed to cater for extra height of plinth.
27. The contractor has to follow all safety norms as laid down in National Building Code of India. All the workers shall be equipped with the required safety

 IITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
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gadgets while working at site such as ISI marked helmets, Shoes and safety belts, gumboots, gloves etc.

28. Being an individual work contract no other tax is payable other than GST. The GST shall be paid extra as per applicable.

 IITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
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GENERAL SPECIFICATION FOR CIVIL WORKS

1. 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 upto date corrections 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.
2. The order of preference in case of any discrepancy as indicated in condition No. 8.1 under "Conditions of Contract" give in standard CPWD contract form may be read as the following:
 - i) Nomenclature of items as per schedule of quantities.
 - ii) 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 up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.
3. 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 equipment to execute the work. Many items like stone masonry & stone cladding works, stone flooring, and structural glazing, PVDF coating aluminum composite panel and other specialized flooring work, Wood work will specially require engagement of skilled workers having experience particularly in execution of such items.
4. 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.
5. The rates for all items of work shall unless clearly specialized otherwise include cost of all labour, material tools and plants and other inputs involved in the execution of the item.
6. The contractor (s) shall quote all inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the

	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
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conditions and specifications mentioned. In the tender documents unless specifically specified otherwise.

7. 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.
8. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
9. The foundation trenches shall be kept free from water while works below ground level are in progress.
10. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidelines only).

 IITI	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
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To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Indore.

DRAFT INTEGRITY AGREEMENT

This integrity Agreement is made at _____ on this _____ day of 2015.

BETWEEN

The Director IIT Indore represented through Project in charge, **Estate Section, IIT Indore** (hereinafter referred as the Principal / Owner, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....

(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the
(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

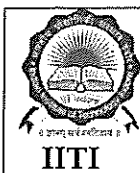
WHEREAS the Principal /Owner has floated the Tender (NIT No IITI/ES/KERB STONE/2019-20/72) (hereafter referred to as "Tender / Bid") and intends to award, under laid down organization procedure, contract for "Kerb Stone Painting in the campus in view of convocation 2019 at Simrol Campus."

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) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in



order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or

the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

 IIT Indore	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	Estate Section
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Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

	भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore	<i>Estate Section</i>
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Article 7- Other Provisions

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



भारतीय प्रौद्योगिकी संस्थान इंदौर

Indian Institute of Technology Indore

**Estate
Section**

BANK GUARANTEE BOND DRAFT

In consideration of the Director of IIT Indore (hereinafter called "the Government") having agreed under the terms and conditions of agreement No. _____ dated _____ made between _____ and _____ (hereinafter called "the contractor(s)") _____ for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we

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

(Indicate the name of the Bank)

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

2. We _____ do hereby undertake to pay the amounts due and payable

(Indicate the name of the Bank)

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

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

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

4. We further agree that the guarantee herein contained shall

(Indicate the name of the Bank)

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

5. We further agree with the Government that the Government

(Indicate the name of the Bank)

shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ lastly undertake not to revoke this guarantee except with _____

(Indicate the name of the
Bank)

the previous consent of the Government in writing.

8. This guarantee shall be valid up to _____, unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ the _____ day of _____

for _____

(Indicate the name of the Bank)

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Bill of Quantities

sr no.	Description of Item	Qty.	Unit
1	Painting with synthetic enamel paint reflective of approved brand and manufacture to give an even shade : Two or more coats	5829.2	Sqm.