# Atal Bihari Vajpayee
# Indian Institute of Information Technology and Management Gwalior

**(An Institute of National Importance under Ministry of Education, Government of India)**

**Morena Link Road, Gwalior, Madhya Pradesh- 474015**

विश्वजीवनामृतं ज्ञानम्

| **Tender Publishing Date** | **18-11-2026** |
|---|---|
| Bid Submission Start Date (offline) | **18-11-2026** |
| Bid Submission End Date (offline) | **02-12-2026** |

# Institute Works Department(Civil)

# Invites Re-Tender for Construction of R.C.C. Foundation for Flag mast and Supply, Fixing of 20-Meter-High Flag mast at ABV-IIITM Gwalior(M.P.)

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**Important Instructions:**

- Cover No. 2 (Financial Bid) must be sealed separately and placed inside Cover No. 1 (Technical Bid).
- Cover No. 1 shall contain all technical documents, duly signed complete NIT, prescribed forms and supporting documents, along with the sealed Cover No. 2.
- Both envelopes must be properly sealed and clearly superscribed with the name of the work, NIT reference number and the respective cover number and name, address and mobile number of bidders.
- The outer envelope (Cover No. 1) must be sealed properly before submission.
- **Bidders who have already submitted the Tender Fee and Earnest Money Deposit (EMD) against Tender No. ABV-IIITM/IWD-C/Tender/2026-27/T01 shall not be required to submit the same again for the present tender. Their previously submitted fees and EMD shall remain valid and shall be considered for the present tender.**

**Institute Works Department(Civil)**
**Atal Bihari Vajpayee - Indian Institute of Information Technology & Management Gwalior- 474015**

No. ABV-IIITM/IWD-C/Tender/2026-27/R01 Dated:18/11/2026

# NIT for Construction of R.C.C. Foundation for Flag mast and Supply, Fixing of 20-Meter-High Flag mast at ABV-IIITM Gwalior(M.P.)

**1.General**

Sealed tenders are invited for the "**Construction of R.C.C. Foundation for Flag mast and Supply, fixing of 20-Meter-High Flag mast at ABV-IIITM Gwalior(M.P.)**" From the eligible Companies/ Firms/ Contractors/ Agencies, having experience of the similar work(s). The interested Companies/ Firms/ Contractors/ Agencies, who are qualified as per eligibility conditions of the tender, given in the tender form, may submit their tenders in the prescribed format along with EMD and required documents, by speed post or registered post or by hand, so as to reach /drop in the tender box at the receipt/dispatch Section at **1st floor in Administrative Block of ABV-IIITM Gwalior** by 04:00 PM on 02nd December 2026.

The tender-application form fee and the same containing detailed specifications, terms and conditions etc., are available on the website of Institute www.iiitm.ac.in , which may be downloaded for submission.

| Name of the Work | Estimated Cost | Duration |
|---|---|---|
| Construction of R.C.C. Foundation for Flag mast and Supply, Fixing of 20-Meter-High Flag mast at ABV-IIITM Gwalior(M.P.) | 18 Lacs | 90 Days |

| 2. Critical Data sheet | |
|---|---|
| Approximately Cost | 18 Lacs/- |
| Tender Type (Open / Limited / EOI / Auction / Single) | Open |
| Tender Category (Services/Goods/Works) | Works |
| Type/Form of Contract (Work/Supply/ Auction/Service/ Empanelment/ Sell) | Works |
| Product Category | Civil Works |
| Tender documents publish date | 18.11.2026 |
| Bid Submission Start Date (offline) | 18.11.2026 (13:00 Hrs.) |
| Bid Submission End Date (offline) | 02.12.2026 (13:00 Hrs.) |
| Date & time of opening of Tender (Technical Bid) | 04.12.2026 (15:30 Hrs.) |
| Date & Time of opening of Financial Bid | Will be informed later after the evaluation of Technical Bids (Only to the bidders who successfully qualify for the Technical Evaluation) |
| Tender Fee | 1180/- Inc. GST |
| EMD (2%) | Rs. 36000/- (Rs Thirty-Six Thousand Rupees Only) |
| Mode of Submission of EMD and Tender Fee | **Bidders who have already submitted the Tender Fee and Earnest Money Deposit (EMD) against Tender No. ABV-IIITM/IWD-C/Tender/2026-27/T01 shall not be required to submit the same again for the present tender. Their previously submitted fees and EMD shall remain valid and shall be considered for the present tender.**<br><br>Bidders can submit the EMD with Payment online through RTGS / internet banking in Beneficiary name<br><br>**Director, ABV-IIITM,**<br>**Gwalior Account No. 945210110000969**<br>**IFSC Code BKID0009462**<br>**Bank Name Bank of India**<br>**Branch address ABV-IIITM, Gwalior, Morena Link Road, Gwalior(Madhya Pradesh) Pin-474015**<br><br>Instructions for submission:<br>Bids shall be considered UNRESPONSIVE and shall be summarily rejected in the case of non-submission of Proof of EMD on or before the last date and time of bid submission OR if any discrepancy is found at any stage. |

| | |
|---|---|
| Performance Guarantee | Performance Guarantee shall be 5% of the Estimated Cost put to tender (ECPT) or contract amount whichever is higher, or as prescribed from time to time, and shall be submitted in the form of Online Transaction through RTGS/ NEFT towards:<br><br>**Director, ABV-IIITM,**<br>**Gwalior Account No. 945210110000969**<br>**IFSC Code BKID0009462**<br>**Bank Name Bank of India**<br>**Branch address ABV-IIITM, Gwalior, Morena Link Road, Gwalior(Madhya Pradesh) Pin-474015**<br>after issue of Letter of Acceptance (LOA). |
| Additional Performance Guarantee | a) A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender.<br>b) Requirement of Additional Performance Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A – 0.7A). The Additional performance Guarantee (APG) Shall be in the prescribed format of Performance Guarantee and must be submitted within the time frame prescribed for submission of Performance Guarantee the other terms and conditions of release etc. of APG shall be same as that of PG. |
| No. of Covers | 02 (Cover-1 for Technical + Cover-2 for Financial Bid) |
| Bid Validity Days | 90 days (from last date of opening of Financial Bid) |
| Tender Submission Address: | The completed tender must be submitted in the Tender Box Located in the Dispatch Section on the first floor of the Admin Block at ABV-IIITM Gwalior. It should be addressed to :<br><br>**The Director**<br>**ABV-IIITM Gwalior**<br>**Morena Link Road, Gwalior**<br>**Madhya Pradesh – 474015**<br>Instructions for submission:<br>NIT number & Name of the Work should be clearly super scribed on the top of the envelope with firm's/ bidder's name & address. Bids may be rejected if NIT number & Name of the Work is not mentioned on the Envelope. |
| Address for communication | Civil Section, Admin Block, Atal Bihari Vajpayee Indian Institute of Information Technology & Management Gwalior- 474015 |
| Email Address | civilsection@iiitm.ac.in |

Section 3

**List of Documents to be Submitted under Cover-1 (Technical Bid cum Eligibility Criteria) till last date and time mentioned in Critical data sheet:**

1) Documents regarding legal status of the firm and written power of attorney of the signatory.

2) Tender Fee & EMD

a. The Bidder shall furnish cost of tender form 1180/- inc. GST and EMD of Rs. 36000/- (Rs Thirty-Six Thousand Rupees Only) along with the tender in the shape Online.

b. The Earnest Money Deposit (EMD) of the unsuccessful bidders shall be returned after the award of work. The EMD of the successful bidder shall be adjusted towards the Performance Security/Performance Guarantee Deposit. The tender/bid not accompanied by the requisite amount of EMD shall be liable to be rejected, subject to applicable exemptions under the prevailing Government procurement rules. No interest shall be payable on the EMD amount.

c. In case of MSME unit, copy of relevant trade registration with MSME needs to be submitted with the tender. If core MSME Certification is not for a relevant trade, same may not be considered for EMD exemption. If the selected bidder fails to start & execute the work, his EMD will be forfeited as per Government rules.

d. The EMD Shall be forfeited if:

i. The bidder withdraws his bid during the period of bid validity.

ii. In the case of successful bidder if he fails to furnish the required Security Deposit within the specified time limit.

iii. The EMD of the successful bidder shall be retained towards security deposit for the performance of the contract and shall be refundable after expiry of defect liability period.

4.) Copy of Registration Certificate with CPWD/ State PWD (Buildings)/ MES in appropriate class & category /working contractor of ABV-IIITM Gwalior. Copy of work completion certificate/ similar work experience Certificate to be Submitted as proof of eligibility criteria:

a) Experience of having successfully completed similar work individually costing not less than as stated below during the last 5 years ending previous day of last date of submission of bids In Government Department(s)/ PSU(s)/ Reputed Education Institute (s by either of the following:

1. Three similar works, each of value not less than 40% of the estimated cost. **OR**
2. Two similar works, each of value not less than 60% of the estimated cost. **OR**
3. One similar works of value not less than 80% of the estimated cost.

b) Completion certificates issued by Competent Authority will only be considered. Competent Authority means officer of not below the Rank of Executive Engineer/ Equivalent would be acceptable.

c) Similar work means: - Construction of RCC foundations for steel structures, poles or masts, Supply and installation of high-mast poles or flag masts, Fabrication and erection of structural steel poles or towers, Installation of outdoor lighting masts or high-mast lighting systems, Construction of foundations and erection of steel structures for signage or other comparable installations executed in

Government Departments, Government Institutions, PSUs, Educational Institutions, autonomous Bodies or reputed private organizations.

d) 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 last date of receipt of applications for this tender.

**5) Turnover:** The Average Annual Turnover CA Certificate preferably with UDIN should be at least **30%** of estimated cost during the last 3 (Three) consecutive Financial Years (2023-2024, 2024-2025, 2025-2026) –balance sheet duly audited by Charted Accountant. (Scanned copy of Certificate from CA preferably with UDIN Number to be Submitted). The year in which no turnover is shown is considered for working out the average.

**6)** GST registration certificate.

**7)** PAN card.

**8)** Copy of valid ESIC registration certificate

**9)** Copy of valid EPFO Registration certificate

**10)** Undertaking as per Annexures of Tender document

**11)** Filled Technical Bid cum Eligibility Form

**12)** Complete Tender Document (every Page of Tender duly signed)

**List of Documents to be submitted up to the last date and time mentioned above in Cover-2 (Financial Bid):**

**1.** Duly filled Financial Bid Form-2.

## Section 4

Information and Instructions for Bidders

### A: GENERAL INSTRUCTIONS

1. The tender shall be submitted in two separate parts, namely Part-I (Technical Bid) and Part-II (Financial Bid), through the prescribed mode of submission as specified in the tender document.

a. Part-I – Technical Bid: The bidder shall submit all required technical documents, eligibility certificates, experience certificates, PAN, GST registration, EMD (where applicable), declarations, undertakings and other documents specified in the tender document.

b. Part-II – Financial Bid: The bidder shall submit the financial offer strictly in the prescribed BOQ/financial bid format, duly filled in and signed, indicating the quoted rates and other required financial details.

c. The Technical Bid and Financial Bid shall be submitted separately in the prescribed format. The financial offer must not be disclosed or included in the Technical Bid.

d. The Technical Bid shall be evaluated first. The Financial Bids of only those bidders who qualify the technical evaluation shall be considered for opening and further evaluation.

2. While submitting the bids, bidder can revise the rate before last date and time of submission of bids as notified. In this case, the last submitted bid before the last date and time will only be considered.

3. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

4. **Financial Bid Opening**: The Financial Bids shall be opened only for those bidders who successfully qualify in the Technical Evaluation, in accordance with the terms and conditions of the tender.

5. The time allowed for carrying out the work will be as per the NIT from the date of start as defined in Award of Work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in tender documents.

6. The site for the work is available / shall be made available for start of the work.

7. 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 / downloaded from ABV-IIITM Gwalior website: www.iiitm.ac.in.

8. **Site Visit(if applicable)**: 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 Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent to any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, 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 bidder implies that he

has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work. Cost of site visit shall be borne by the bidder.

9. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejection.

10. Institute reserves all rights to execute fully or partially, or any additional items and quantities mentioned in BOQ. The contractor must execute all additional items as directed by the Engineer in charge at the quoted price only.

11. The contractor shall not be permitted to bid for works in the Civil Section responsible for award and execution of contracts, in which his near Shall not have any relative as employee in the institute .He must also intimate the names of people who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer/employee in the Institute. Any breach of this condition by the contractor would render his bid liable to be rejected and EMD will be forfeited.

12. The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of financial bids. If any bidder withdraws his bid before the given 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 ABV-IIITM Gwalior, then ABV-IIITM Gwalior , without prejudice to any other right or remedy, be at liberty to forfeit of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

13. The notice inviting bid shall form part of the contract document. The successful bidder, on acceptance of his bid by the Accepting Authority, have to sign the contract consisting of "The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Particular Specifications and drawings, if any, forming part of the bid as submitted 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 there to within 15 days from the stipulated date of start of the work.

14. **Defect Liability Period:** The work/ materials of the contractor shall be under **6 months** Defect Liability Period (DLP). Any defect(s) noticed during the defect liability period shall be rectified by the contractor without any cost to ABV- IIITM, Gwalior, failing which the Security /Performance guarantee Deposit of the Contractor shall be forfeited. If the contractor backs out from the work tender, the EMD deposited of the contractor shall be forfeited. The contractor may also be debarred from any future tendering process in the institute for reasons assigned hereinabove.

15. **Institute reserves the right to cancel any or all tenders without assigning any reason.**

**B IMPORTANT INSTRUCTION:**

**1. Scope of Tender.**

1.1 Indian Institute of Information Technology & Management Gwalior (referred to as Owner in these documents) invites Tender as defined in these documents and referred to as "the works" detailed in the table given in the Notice Inviting Tenders (NIT).

1.2 The successful Bidder shall complete the works within the completion date specified in the Notice Inviting Tenders (NIT).

**2. Non-Association / Relation**

2.1 All bidders shall provide in the bid tender and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Indian Institute of Information Technology & Management Gwalior or any other entity that has prepared the design, specifications, and other documents for the Project.

**3. Qualification of the Bidder**

3.1 All Bidders shall provide tender qualification information.

3.2 All Bidders shall include the following information by submitting relevant documents and certificate with their tenders: The Bidder must be registered with the GST Department and should submit the registration certificate of GST, along with (ESIC, EPFO, labour license if applicable) etc.

**4. Cost of Tendering**

4.1 The Bidder shall bear all costs associated with the preparation and submission of his tender, and the Owner will in no case be responsible and liable for those costs.

4.2 The Bidder, at its own responsibility and risk is encouraged to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the tender. The costs of visiting the Site shall be at the Bidder's own expense.

**C: DOCUMENTS INVITING TENDERS**

**5. Invitation:** Tenders are hereby invited on behalf of **Registrar ABV-IIITM Gwalior**.

**6. Contents of documents as mentioned in the relevant clauses mentioned:**

The Bidder shall be deemed to have examined all instructions, forms, terms, and specifications in the Documents. Failure to furnish the information required in the Tender Document or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

In case of any discrepancy between the Schedule of Quantities, the specifications and / or the drawings, given in the tender document the following order of preference shall be observed:

1. Description of Schedule of Quantities.

2. Particular Specification and Special condition, if any.

3. Drawings.

4. C. P. W. D. specifications.

5. Latest edition Indian Standard Specifications of B. I. S.

**7. Amendment of Tendering Documents**

7.1 Before the deadline for submission of bids, the ABV-IIITM Gwalior may modify the Tender documents by issuing an addendum/corrigendum.

7.2 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bid, the ABV-IIITM Gwalior may extend, if necessary, the deadline for submission of tenders.

**D: PREPARATION OF DOCUMENT**

**8. Tender fee (if Applicable):** Tender fee in Online Mode must be submitted as mentioned in critical data sheet. Bids not accompanying with Tender fee will be summarily rejected. Tender fee is non-refundable.

**9. Earnest Money Deposit (EMD):** EMD as per critical data sheet must be submitted. Bids not accompanying with EMD will be summarily rejected. The EMD of the unsuccessful bidders will be discharged/refunded within Thirty (30) days from the date of opening of the financial bids. The EMD of the successful Bidder shall not be adjusted or converted as Security deposit. The EMD may be forfeited and further the bidders shall not be allowed to participate in the re-bidding process of the work, if the Bidder withdraws his bid during bid validity period or in case of successful Bidder fails to sign the contract/ fails to deposit security amount and performance guarantee.

**10. Period of validity of bids:** The bids shall remain valid for a period of 90 days from the date of opening of financial bids. A bid valid for a shorter period shall be rejected by ABV-IIITM Gwalior as non-responsive.

**11. Language of Bid:** The document shall be written in English/Hindi language. The total amount should be written in the same language.

**12. Document comprising the Tender:** No page of this tenders document shall be removed, and the set must be submitted as it is. Each page of the tenders document form is to be signed by the Bidder and must bear the Seal of the Company/Firm.

**The tender submitted by the Bidder shall comprise as mentioned above in relevant sections.**

**13. Tender Prices**

13.1 The contract shall be for the whole works as described in priced Schedule of Quantities submitted by the Bidder.

13.2 The tender submitted on behalf of firm shall be signed by a person who has the proper legal authority on behalf of the firm to enter into the contract; otherwise, the bid is liable to be rejected. Each page of the tender document and each drawing accompanying is required to be signed by the authorized person submitting the bid, with the company seal as the token of their having examined and acquainted themselves with the General conditions of contract, drawings (if applicable), specifications, special conditions of contract etc. The forms of tender are to be filled in completely. Any bid with any of the documents not signed is liable to be rejected.

13.3 The Bidder shall fill in the percentage rate/in rates for items of the Works described in the Schedule of Quantities along with total bidding price. In case if the rates are not filled for any of the Items of Schedule of Quantities, in such cases the tender shall be summarily rejected. Failure to comply with either of these conditions will make the bid liable for rejection.

13.4 The work shall be carried out by the Bidder in a manner complying in all respect with the requirement of relevant byelaws/orders of the Local/Municipal bodies and pay all fees and charges which may be liable at his own cost. The completion/ occupancy certificates including clearance from fire committee or any other statutory obligation shall be arranged by the bidder. Any official fees shall be paid by the Owner. All other cost of liasoning shall be borne by the bidder.

13.5 **Taxes -**All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates, prices and total Bidding Price submitted by the Bidder. Bidders must include in their rates, the cost of transportation of materials to site, GST, labour Cess as per Building & other construction workers cess act, excise duty, octroi, and any other tax and duty levied by the Central / State Government. None of the above taxes & levies will be entertained by the Owner and no tax exemption forms will be issued by the Owner. Estimated has been prepared on current applicable GST rate. However actual payment will be done on the basis of prevailing GST rates at the time of execution of work and its payment.

13.6 Bidder should also take a Group Insurance Policy for his Workmen, Supervisors and Engineers working on site for an adequate insurance cover. ABV-IIITM Gwalior shall not be responsible for any accident or happening of any untoward/unforeseen event involving workmen, labour, supervisor or engineer or any person directly or indirectly associated with the execution of work. The insurance policy to be obtained by the successful Bidder must be comprehensive and shall cover all associated risks (known and unknown).

13.7 The rates quoted in the tender shall include cost of electrical power supply, water supply, cost of all materials, labour, telephone, rent and call charges, water and meter rent charges, temporary electric wiring / lighting for execution of work at site, hire for any tools and plants, shed for materials, marking out and clearing of site,

13.8 The quantities furnished in the schedule of quantities are only probable quantities and are liable to alterations, by omission, deductions or additions to any extent at the discretion of ABV-IIITM Gwalior. Payments will be regulated on the actual quantities of work done at accepted rates.

13.9 Errors in the Schedule of Quantities shall be dealt with in the following manner:

i. In the event of a discrepancy between the rates quoted in words and the rates in figures, rate quoted in words shall be considered to be correct.

ii. In the event of an error occurring on account of arithmetical calculations the same shall be corrected according to rates written in words and quantities in B.O.Q.

iii. All the errors in totalling in the amount column and in carrying forward the totals shall be corrected. The tender total shall be accordingly amended. If the bidder doesn't accept the corrected amount, then his bid will be rejected.

13.10 The calculations made by the bidder should be based upon quantities of the items of work which are furnished in the Schedule of Quantities, but it must be clearly understood that the contract is not a lump sum contract. The Owners do not in any way assure, represent or guarantee that the said probable quantities are correct or that the work would correspond thereto. The items of work irrespective of the quantities which may vary shall be carried out at the same accepted bidding tender rates and no escalation in the rates will be entertained whatsoever. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time/ stage of the work.

13.12 The bidders must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, contingencies and other circumstances to enable them in making a proper bid and for entering into a contract, and must examine the drawings, specifications and conditions and inspect the site of the work, nature of the work, availability of power, water, shelter for workmen and all the matters pertaining thereto before submitting the bid. They can also get any clarifications required from the Owner, before tendering, by contacting them at their office during working hours.

**14. Format and signing of Tender document**

14.1 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender where entries or amendments have been made shall be initialled by the person or persons signing the tender.

14.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid. ANY CONDITIONAL BID WILL BE SUMMARILY REJECTED.

**E: MODE OF SUBMISSION OF TENDER DOCUMENTS**

15 Tender are required to be submitted in a main sealed cover super scribed **"for Construction of R.C.C. Foundation for Flag mast and Supply, Fixing of 20-Meter-High Flag mast at ABV-IIITM Gwalior (M.P.)"** through Receipt / dispatch section at First Floor of Administration Block ABV-IIITM Gwalior **by 02/12/2026.**

**15.1 All papers related to eligibility and EMD shall be kept in envelop marked "1" Technical bid and only financial bid are to be kept in envelop "2' marked financial Bid** same can also be sent by Speed-Post / registered post by clearly mentioning the above subject on Envelope and in such cases, it would be responsibility of the bidder that the same is reached to the Institute by deadline given in Critical Data sheet.

15. 2 All pages of the Bid shall be duly numbered and self-attested by the bidder.

**15.2** Xerox copies of all the submitted documents shall be self-attested.

**15.3** Conditional Bids will not be accepted.

**15.4** At any time prior to the opening of bids, the Institute may for any reason modify the tender document by suitable amendment/corrigendum(s) through website of the Institute. No separate communication will be required to be sent to prospective bidders.

**15.5** The bidders will comply with the terms and conditions mentioned in the tender document and accordingly clearly fill in all the columns in both the formats (Technical & Financial), failing which the Institute reserves the right to reject the same.

**15.6** Incomplete filled-in tenders shall be rejected.

**15.7** The bid/ Tender shall be opened as scheduled in the notice inviting tender (NIT), in the presence of committee member /authorized representatives,

**15.8** In case there is a Public Holiday on the scheduled date/day of opening the bid/ quotation, the same shall be opened on the next working day at the same time.

**15.9** The bidders are expected to visit the site at the Institute to inspect the proposed work and be aware of the site conditions and scope of work, which is to be declared in the tender form.

**15.10** No correspondence shall be made with those bidders whose bids are rejected on technical or financial basis.

**16. Deadline for submission of bid: -** As per Critical Data Sheet.

**F: TENDER OPENING AND EVALUATION**

**17. Tender opening:** The tender will be opened on the date and the place specified in the critical data sheet. In case of any unavoidable circumstances or unforeseen event on the specified date and time of tender opening, the bids will be opened at the appointed time and location on the next working day.

**18. Clarification of Tenders:** To assist in the examination, evaluation and comparison of bids, the Owner may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tendering shall be sought, offered or permitted.

**19. Examination of Bids and Determination of Responsiveness**:

19.1 Prior to the detailed evaluation of bids, the Owner will determine whether each bid

a) Meets the eligibility criteria defined

b) Has been properly signed and meets the requirements mentioned

c) is accompanied by the required securities and;

d) is responsive to the requirements of the tendering documents.

19.2 A responsive bid is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one

a) Which affects in any substantial way the scope, quality, or performance of the works;

b) which limits in any substantial way, inconsistent with the tender documents, the ABV-IIITM Gwalior rights or the Bidders' obligations under the contract; or

c) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.

19.3 If a bid is not responsive, it will be rejected by the ABV-IIITM Gwalior and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**20. Evaluation and Comparison of Bids:**

20.1 The Owner along will evaluate and compare only the bids determined to be substantially responsive.

20.2 In evaluating the bids, the Owner will determine for each bid the evaluated bids Price by adjusting the bid. Price as follows:

a) Making any correction for errors; or

b) Making an appropriate adjustment for any other acceptable variations, deviations; and

c) Making appropriate adjustments to reflect discounts offered.

**21. The Owner reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirement of the tender.**

**22.** In Case any information furnished by the bidder is found to be false/forged/incorrect at any stage, their bid shall be rejected, and the bidder shall not be allowed to participate in the re-bidding process of the work.

**23. Clarification of Bids/Shortfall Documents:** ABV-IIITM Gwalior may, at its discretion, ask the bidder for clarifications/ shortfall documents related to his bid. The request for clarification shall be given in writing. Depending on the reply of the bidder, his bid shall be ignored or considered further.

## G: AWARD OF TENDER

**24. Award criteria:**

24.1 The acceptance of bid will rest with the Owner, which does not bind itself to accept the lowest bid and reserves to itself the authority to reject completely / partially, any or all of the bid/s received without the assignment of a reason.

24.2 The owner reserves to itself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rate quoted.

24.3 The Owner reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work and awards the same to another agency / bidder.

24.4 Tender will be awarded on over all L-1 basis (including BoQ1, BoQ2, BoQ3 etc).

**25. Notification of award:** The successful Bidder will be issued a Letter of Acceptance (LOA) by the Owner. The issuance of LOA shall not constitute an award of work.

**26. Performance Guarantee (PG):** Within ten (10) days of LoA the successful Bidder shall furnish the performance guarantee as mentioned in the Critical data sheet provided in the tender document. The Performance Guarantee must be valid for a minimum period of six months beyond the date of completion of all contractual obligations. It may be further extended. In case the bidder fails to deposit it the said performance guarantee within the period as indicated, the earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder.

**28. Signing of contract form:** On the acceptance of LOA and submission of security deposit & Performance Guarantee (PG) of the successful Bidder whose tender has been accepted in writing, the: ABV-IIITM Gwalior will sign an agreement. Article of agreement shall be as per: ABV-IIITM Gwalior.

**29. Abnormally High and Low Bids:**

a) A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender.
b) Requirement of Additional Performance Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the standard Performance Guarantee (PG). the amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A – 0.7A). The Additional performance Guarantee (APG) Shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee the other terms and conditions of release etc. of APG shall be same as that of PG.

**H: DURING EXECUTION**

**30. During Execution:** The Bidder shall carry out all the works strictly in accordance with the drawing, details and instructions of the Owner. If in the opinion of the Owner, changes have to be made in the design, and they desire the bidder to carry out the same, the Bidder shall be bound to comply. The Owner decisions in such cases shall be final.

The Bidder is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of such additional items and their quantities with the prior consent from the Owner. Rates for such items of work will be approved by the Owner on the basis of Analysis of Rates which will be derived from actual prevailing market rates of similar item along with 15% as bidder's profit & overhead (or service charge as quoted by the bidder). The rates approved by the Owner in such cases will be final.

The Bidder shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the Owner or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the Owner. The decision of the Owner in such cases shall be final.

The Owner may instruct at any stage of execution for testing of samples of any material taken at random. The Owner will decide the testing laboratory / agency and the cost of testing including the expenses for sending the samples to the laboratory / agency and receipt of test reports shall be borne

by the Bidder. The material shall be rejected in case the test reports are not within the permissible limits.

The Bidder shall have to present the invoice for purchased material from the manufacturer or from the dealer along with the certificate from the manufacturer. In case material is found to be of substandard quality, the same shall be rejected by the Owner. The decision of the Owner in such cases shall be final.

The Bidder shall not be entitled to any compensation for the Loss suffered by him on account of delays in commencing or executing the work whatever the cause of delay may be, including delays arising out of modifications to the work entrusted to him or in any subcontracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such other works or in procuring Government controlled or other building materials for any other reasons whatsoever. The Owner shall not be liable for any sum besides the e-tender amount, subject to such variations as are provided for herein and as instructed by Owner. However, necessary time extension will be given if the delays are not attributed to the Bidder.

Section 5

## GENERAL CONDITIONS OF CONTRACT(GCC)

A: GENERAL

1.0 Definitions:

1.1 In this contract, the following terms shall be interpreted as indicated: a. "The Contract" means the agreement entered into between the Owner and the Bidder, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.

b. "The Contract Value" means the amount payable to the Bidder under the contract for the full and proper performance of its contractual obligations.

c. "Contract Bond" means any information provided in the tender document and agreed to by the Bidder.

d. "The Work" means all labour, materials, tools and plant, equipment including government taxes and transport that may be required in preparation of and for and in the full and entire execution and completion of "the Work".

e. "Services" means services ancillary to the execution of the work such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the contract.

f. "GCC" mean the General Conditions of Contract contained in this section.

g. "SCC" means the Special Conditions of Contract.

h. "The Owner" means ABV-IIITM Gwalior or its representative.

i. "The Owner" means the Owner/Project Management Consultant appointed by the Owner for preparing all the drawings, details and specifications of items required for the execution of the work and supervise and monitor the execution at site along with checking and verifying Bidder's bill. The Bidder shall offer the Engineer or any representative of Owner every facility and assistance for examining the works and materials. The Engineer or any representative of the Owner shall have power to give notice to the Bidder or to his staff, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner. Such examinations shall not in any way exonerate the bidder from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.

j. "The Bidder" means the individual or the firm executing the work.

k. "The Project Site" where applicable, means the place or places named in SCC.

l. "Day" means calendar day.

m. "Engineer-in-charge (EIC)" means Institute Engineer (e.g. Junior Engineer, Assistant Engineer).

**2.0 Interpretation and Application**

2.1 These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

2.2 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Owner will provide instructions clarifying queries about the Conditions of Contract.

2.3 If sectional completion is specified in the Contract Bond, references in the Conditions of Contract to the Works, the Completion Date, and the Intended completion date are for the whole of the Works.

**3. 0 Standards**

3.1 The works executed by the Bidder should be carried out in most professional manner, both as regards material and otherwise, in every respect, in strict accordance with the Technical Specifications. All materials and workmanship shall so far as procurable be of the respective kinds described in the priced schedule of quantities and/ or specifications and in accordance with the Owner' instructions, and the Bidder shall upon the request of the Owner, furnish them with all invoices, accounts; receipts and other vouchers to prove that the material procured complies therewith. When no applicable standard is mentioned, the work shall be carried out as per the directions of the Owner. The Bidder shall at his own cost arrange for and/or carry out any test of materials which the Owner may require. In case of discrepancies in tender wording as regards the specifications of materials, workmanship etc., written instructions will supersede the tender wording unless otherwise mentioned.

3.2 The Owner in their absolute discretion from time to time shall issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collectively referred to as "the Owner's instructions" in regard to: -

a. The variation or modification of the design quality or quantity of works or the addition or omission or submission on any work.

b. Any discrepancy in the drawings or between the schedule of quantities and / or drawings and /or specifications/ dimensions etc.

c. The removal and / or re-execution of any works executed by the Bidder.

d. The removal from the site of any materials brought thereon by the Bidder and the substitution of any other materials therefore / or rejection of the material brought on site.

**4.0 Use of Contract Documents and Information**

4.1 The Bidder shall not, without the Owners' prior written consent, disclose the contract or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Bidder in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

4.2 The Bidder shall not, without the Owner's prior written consent make use of any document or information enumerated in Para 4.1 except for the purposes of performing the contract.

4.3 All documents included but not limited to contract agreement shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Bidder's performance under the contract, if so, required by the Owner.

**5.0 Owner's Decisions:** Except where otherwise specifically stated, the Owner will decide contractual matters between the Owner and the Bidder, in the role of representing the Owner.

**6.0 Performance Guarantee:** The proceeds of the performance guarantee shall be payable to the Owner as compensation for any loss or dues resulting from the Bidder's failure to complete its obligations under the contract.

**7.0 Program and Reporting (For New Construction work)**

7.1 The bidder shall furnish to the ABV-IIIM Gwalior a bar chart laying down weekly financial and physical targets to complete the project within stipulated time for approval within fifteen days from

the date of receipt of notification of award or commencement of work at site. Weekly progress report shall be furnished to the owner showing the progress.

7.2 The bidder must submit every week the following information to the Owner in writing:

i. Number of men employed, trade wise;

ii. Progress achieved;

iii. Expected dates for completion of work;

iv. Any actual or potential delay in completion schedule.

**8.0 Assignment and Sub-contracting**

8.1 The whole of the works included in the Contract shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein without the written consent of the Owner.

8.2 No sub-contracting shall relieve the Bidder from the full and entire responsibility of the Contract or from the active superintendence of the work during their progress.

**9.0 Bidder to provide everything necessary for proper execution of work**

9.1 The Bidder shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, priced schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If the Bidder finds any discrepancy therein, he shall immediately and in writing refer the same to the Owner whose decision shall be final and binding. Further, if any sample(s) of material(s), fittings, fixtures or finished item(s), to be used in the construction work, has/have been called for from the bidder, no work related to it/these shall be executed unless the same has/ have been approved by the Owner failing which no payment shall be made to the bidder on this account. Any sample, duly approved by the Owner shall become part of the supply to be used in "the works".

9.2 The Bidder shall arrange for water & power supply at site at his cost for the entire work. The water to be used for construction shall be free from excessive salts and minerals that are harmful to the construction work. Making arrangement of water good for construction either through external supply or through treatment at site shall be entirely the responsibility of the Bidder. The Bidder shall on demand of the Owner / PMC get any random water samples tested at the approved testing laboratories. No extra payment shall be made for arranging water good for construction under any circumstances. No excuse for / of Municipal water / electric supply shall be entertained. The bidder shall ensure provision of electricity by generator and water by tanker transport if necessary. No claim shall be entertained on this account. In case the same will be provided by the Owner at any stage, then water/electricity charges shall be deducted from the Bidders running bills as per Institute Norms.

9.3 The Bidder shall supply fix and maintain at his cost, during the execution of any works, all the necessary power supply, water supply, centring, scaffolding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections, matters or things. The Bidder shall take down and remove any or all such centring, scaffolding, staging, planking, timbering, strutting, shoring pumping, fencing, hoarding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections matters or things. The bidder shall take down and remove any or all such centring, scaffolding, staging, planking, timbering, strutting, shoring etc. as occasion shall require or when ordered so to do so and

shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Owner.
9.4 Throughout the execution of the work, the Bidder or his representative duly authorized and fully responsible and technically conversant with the work under this agreement, acting on his behalf shall be available at the site for supervising the work. The Bidder shall make adequate arrangements for watchmen to guard the materials brought by them to the site and shall ensure the safety, breakage and any theft of materials fixed or unfixed by him. Any material, T & P brought to the site for Bonafide use of the Project shall not be removed/ shifted from the site without the prior written permission of the Engineer/Owner.
9.5 The bidder has to provide at his cost levelling pipe, steel/ metallic tapes etc. required by the supervising staff of the Owner's/Owner' representative during execution of the work.
9.6 Whenever required by the Owner, the Bidder shall provide shop drawings / details before execution of work and get them approved by the Owner.
9.7 Wherever the specification of any item indicates the usage of approved equivalent of any material, the Bidder shall get the sample of the equivalent material approved from the Owner before execution. The approval of the equivalent material is entirely at the discretion of the Owner.
9.8 Institute reserve all rights to execute fully or partially, or any additional items and quantities as mentioned in BOQ. The contractor has to execute all additional items as directed by the Engineer in charge at the quoted price only.

**10.0 Infrastructure (For New Construction Works):** For storage of materials, bidder has to provide at his own cost sufficient fenced and covered appropriate area on site for storage of above materials with lock and key arrangement. For arranging meetings suitable sized table and chairs shall be provided by Bidder. Temporary space shall be provided to the Bidder for construction of stores for storage of materials /site office/ labour hutments for the project period.

**11.0 Site Establishment**: The bidder shall provide all stores, workmen and materials. All materials likely to deteriorate in the open shall be stored under suitable cover. The security of the bidder's equipment and materials is his own responsibility. The Owner accepts no liability for loss or damage to the bidder's plant tools or materials. The materials issued to the bidder by the Owner will remain under the custody of bidder as a trustee. However, title on the same will remain with the Owner. The bidder will be responsible for loss or damage to such materials and shall preserve them in good working conditions as required for the contract and good construction practices till such time that they are incorporated in the works and erected, aligned and fully installed in position and handed over to the Owner. In case the Owner feels that arrangements made by the bidder are not adequate he shall so advice the bidder and the bidder shall promptly take corrective action. In case the bidder fails to take corrective action, Owner shall take such corrective actions and recover the cost thereof from the bidder's bills. Accounts of such material on completion of work shall be rendered and surplus material returned to the Owner as per instructions of Owner. The bidder shall clear away periodically or as instructed by Owner any rubbish, scrap materials, etc. and dump the same in the authorized dump sites notified by local authority/area indicated by the Owner. All construction materials shall be neatly stacked in an orderly manner as directed by the Owner and care shall be taken to allow proper access to workmen and easy movement of men, vehicles, cranes and materials. The bidder shall maintain all the drawings carefully mounted on the board of appropriate size and well protected from the ravages of weather, termites and other insects. The bidder shall not permit the entry to the site of any person not directly connected/concerned with the work without first having obtained the written permission of Owner. The bidder shall submit a list of plants, equipment, tools, tackles, etc. which he will use,

to perform the work. These tools, etc. shall not be removed from the site till the completion of job. A gate pass must be obtained from the Indian Institute of Technology Roorkee, Institute Engineer, in order to remove from site any plant equipment, tools and materials. All items such as instructions and other pertinent data regarding erection/commissioning and maintenance should be typed and classified for transmittal in a manner approved by the Owner. For all employees of Owner, the bidder shall conform for no misconduct from any of his workforce; failure of this will be sufficient cause for removal of such person from the site.

**12.0 Messing & Accommodation:** The bidder will make his own arrangements for messing and accommodation. No accommodation and messing shall be provided by the Owner.

**13.0 Procurement, Consumption and Storage of Materials**

13.1 The bidder shall at his own expenses, provide all materials including cement & steel required for the works. Adequate stocks of all materials required for the work are to be maintained at site. No material (unless as provided elsewhere in this document) shall be supplied by the Owner.

13.2 All materials to be provided by the bidder shall be in conformity with the detailed specifications laid down in the contract and the bidder have to prove that the materials conform to the laid down specifications, if requested by ABV-IIITM Gwalior.

13.3 All materials required for execution of work must be got approved by the site representative of the Owner before they are actually put to use. All facilities for prior inspection of materials and subsequent inspection of work by the Site Engineer must be made available.

13.4 The bidder shall, at his own expenses and without delay, supply to the Owner samples of materials proposed to be used in the work. The Owner shall within seven days of supply of samples, or within such further period as Owner may require and intimate the bidder in writing, whether samples are approved by Owner, or not. If samples are not approved, the bidder shall forthwith arrange to supply, for their approval, fresh samples complying with the specification laid down in the contract.

13.5 The Owner shall have full powers to require removal of any or all the materials brought to site by the bidder which are not in accordance with the contract specifications or do not conform in character or quality to the samples approved Owner. In case of default on the part of the bidder in removing rejected materials, the Owner shall be at liberty to have them removed by other means. The Owner shall have full powers to direct other proper materials to be substituted for rejected materials and in the event of the bidder refusing to comply. Owner may cause the same to be supplied by other means. All risks and costs which may attend upon such removal and/or substitution shall be borne by the bidder.

13.6 Bidder shall be responsible for procurement of all materials/equipment's etc. No delay due to non-availability of any material equipment will be entertained by Owner.

**14.0 Method of storing the materials**

14.1 The bidder shall at his own cost, provide for all necessary storage on the site in specified areas for all materials such as steel, cement and such other materials which are likely to deteriorate by the action of sun, wind, rain, dampness or other natural causes due to exposure in the compounds or in stores in such a manner that all materials, tool etc. shall be duly protected from damage by weather or any other cause.

14.2 Materials required for the works, by the bidder be stored by the bidder only at places approved by the Owner. Storage and safe custody of materials shall be the responsibility of the bidder. All the materials including bidder's Tools & Plants brought by the bidder to the site shall become and remain

the property of the Owner and shall not be removed off the site without prior written approval of the Owner/Owner. But whenever the works are finally completed and advances, if any, in respect of such materials are fully recovered, the bidder shall at own expenses forthwith remove from the site all surplus materials supplied by him and upon such removal, the same shall revert in and become the property of the bidder.

**15.0 Shuttering and Scaffolding Materials:** It shall be desirable to have adequate amount of shuttering and scaffolding materials to complete the work speedily and Owner decision so as to the quantum of these desirable/ resources of the site shall be final and binding.

**16.0 Completion of Work:** Before finally leaving site, all the Bidders stores, plant, tools and rubbish shall be removed and the site left clean and tidy. The space allocated by Owner shall be vacated and handed over to the Owner.

**17.0 Water and Electricity for Construction work**: Water & Electricity as per relevant section's mentioned above.

**18.0 Employment of Labour**

18.1 The bidder shall comply with the requirement of statutory provisions and shall be solely responsible for fulfilment of all legal obligations under Contract Labour (R&A) Act, Inter State Migrant Workmen (Registration of Employment and condition of Service Act, Payment of Wages Act., Minimum Wages Act, Workmen's Compensation Act, Factories Act, Employee's Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other Industrial/Labour enactments and Rules made there under as applicable from time to time. In case Owner incurs any liability towards payment of any dues, compensation, cost of any other liability of any kind whatsoever, due to non-fulfilment of statutory provisions under any industrial/labour laws by the bidder, the same shall be made good by the bidder and Owner shall have full right to recover and claim the same against the bidder from his outstanding bills or otherwise. No Labour to stay at site.

18.2 The bidder will be expected to employ on the work only his regular skilled employees with experience of this particular work. The permission of the Owner must be obtained before tradesman are recruited locally for the work. This rule does not apply to unskilled labour. No female labour shall be employed in dark hours/ i.e. hours prohibited under the applicable law. No person below the age of eighteen years shall be employed at any point of time. The bidder shall pay, to each person, the wages as per minimum Wages Act of the State Government.

18.3 All traveling expenses including provision of all necessary transport to and from site, lodging allowances and other payments to the bidder's employees are his own responsibility. The hours of work on the site shall be decided by the Owner and bidder shall adhere to the same. All bidders' employees shall wear safety helmet and such identifications marks as may be provided by bidder on work site and duly approved by Owner. All notices displayed on the site and any instructions issued by the Owner shall be strictly adhered to by the Bidder's and/or his sub-bidders' employees. The bidder shall be required to maintain employment records as covered in relevant Acts and produce documentary evidence to the effect that he has discharged his obligations under the Employees Provident Fund Act 1952, and ESI Act, 1948 Group Insurance and other Acts for the workmen working at site.

18.4 The bidder 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 Institute Engineer/Appointed Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**19.0 Working and Safety Regulations:** The bidder shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issued by the Owner or any other authority.

**20.0** Particular attention is drawn to the following: In case of accident, the Owner shall be informed in writing forthwith and First-Aid, Hospitalization shall be provided by the Bidder. The bidder shall strictly follow regulations laid down by Govt. and State authorities in this regard and all cases are to be defended by the bidder. The Owner shall not refund any insurance claims. Bidder shall fence his plant, platforms, excavations etc. Compliance with all electricity regulations. Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear. Staircase, doors or gangways shall not be obstructed in any way that will interfere with means of access of escape. Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosive, the bidder shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulation laid down in Petroleum Act 1934. Explosive Act 1948 and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosive of India. All such storage shall have prior approvals of the Owner. In case any approval or clearance from Chief Inspector of Explosive or any statutory authorities is required, the bidder shall be responsible for obtaining the same.

The bidder shall have his own Fire Fighting Extinguishers and Equipment. The bidder shall be responsible for the provision of all safety notices safety equipment including the safety gadgets for his workmen required by both the relevant legislation and such as the Owner may deem necessary. While working at heights, safety belts and safety helmets shall necessarily be used.

**21.0 Owner's and Bidder's Risks:** The Owner carries the risks, which this Contract states are The Owner risks, and the Bidder carries the risk, which this Contract states are The Bidder's risks.

21.1 Owner's Risks: The Owner is responsible for the accepted risks which are:

b. Insofar as they directly affect the execution of the Works. These include war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped power, civil war, riot commotion or disorder (unless restricted to the Bidder's Employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or

c. A cause due solely to the design of the Works, other than the Bidder's design.

21.2 Bidder's Risks: All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the accepted risks of the owner.

21.3 The Bidder shall be responsible for all injury to persons, animals or things, and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-bidder or of any of his or sub-bidder's employees whether such injury or damage arises from carelessness accident or any other causes whatsoever in any way connected with the carrying out to the Contract. This clause shall be held to include inter-alia any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, footpaths, or ways as well as all damage caused to the buildings and the work forming the subject to this Contract by frost, rain or other inclemency of the weather. The Bidder shall indemnify the Owner and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any

acts of Government or otherwise and also in respect of an award of compensation or damages consequent upon such claim. The bidder shall make good all damages of every sort mentioned in the Clause, as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

**22.0 Insurance**

22.1 The Bidder shall provide, in the joint names of the Owner and the Bidder, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contracted Data for the following events which are due to the Bidder's risks and shall be covered under respective policies as under:

a. Workmen Compensation Policy;

b. Bidder's All Risk Policy;

c. Third Party Insurance.

22.2 Policies and certificates for insurance shall be delivered by the Bidder to the Owner for the approval before the Date of Start of work i.e. dates of execution of the contract. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

22.3 If the Bidder does not provide any of the policies and certificates required, the Owner may affect the insurance which the Bidder should have provided and recover the premiums the Owner has paid from payments otherwise due to the Bidder or if no payment is due, the payment of the premiums shall be a debt due.

22.4 Alterations to the terms of the insurance shall not be made without the approval of the Owner.

22.5 Both parties shall comply with the conditions in the insurance policy.

**23.0 Setting out Works:** The bidder shall set out the works and responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof, if at any time any error shall appear during the progress of any part of works the bidder shall at his own expenses rectify such error, if called upon to the satisfaction of the Owner.

**24.0** Bidder to remove all offensive matter, non-suitable material etc immediately.

24.1 All debris, excavated soil, filth or other matter or an offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface but shall be at once carted away by the bidder out of the premises/ site under intimation to concerned authorities.

24.2 Any material brought on site if found unsuitable shall be removed from site at once by the Bidder under intimation to the concerned authorities.

**25.0 Inspections by Owner**

25.1 The representative of the Owner at all times has free access to the works and /or to the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where materials are lying or from which they are being obtained. No person except the representatives of public authorities shall be allowed on the work at any time without the written permission of the Owner. If any work is to be done at a place other than the site of the works, the Bidder shall obtain written permission of the Owner for doing so.

25.2 The Owner and their representatives shall have the right to test and/ or inspect the works to confirm their conformity to the contract, at all times, whenever in progress either on the site on the Bidder's premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers or documents relating to the works including materials

used on works shall be kept open to the inspection of the Owner or his Authorized representative when so called for in writing.
25.3 The Bidder shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the Owner or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the Owner. The decision of the Owner in such cases shall be final.
25.4 The inspections and tests may be conducted on the premises of the Bidder or at the Project site. When carried out on the premises of the Bidder or its sub-Bidder(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Owner.
25.5 Should any inspected items of work fail to conform to the specifications, the Owner shall communicate them, and the Bidder shall either replace them or make all alterations necessary to meet specification requirements free of cost to the Owner.
25.6 The Bidder shall permit the Owner/Architect to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the Owner, if so required.

**26.0 Covering Up/Uncovering of Works**
26.1 No part of the works shall be covered up without the approval of Owner, and the Bidder shall afford full opportunity for examination and inspection by the Owner. The bidder shall give due notice to the EIC about the work to be covered up for its measurements and examination. The EIC shall within a reasonable time attend for the purpose of examining such work, unless the EIC specifically advises the Bidder in writing of his
26.2 Should the Owner consider it necessary in order to satisfy himself as to the quality of the work, the Bidder shall at any time during the continuance of the contract pull down or cut into any part of the work and make such opening into and to such an extent through the same, as the Engineer may direct and the Bidder shall make good the whole to the satisfaction of the Engineer, should the work prove to be faulty or in any respect not in accordance with the terms of the contract documents, the Engineer shall be at liberty to order such further removal as he may consider necessary and the whole of the expenses incurred shall be borne by the bidder. If, however, the work proves to be sound and in accordance with the contract document, the actual expenses incurred in such examination will be borne by the Owner.
26.3 Rates charged by the Bidder for works performed under the contract shall not vary from the rates quoted by the Bidder in its bid, with the exception of any price adjustments authorized in SCC or in the Owner's request for bid validity extension, as the case may be.
26.4 If requested by the Owner, the Bidder shall provide the Owner with a detailed cost breakdown of any rate in the Schedule of Quantities.
26.5 The Owner may at any time / stage of execution demand for the Analysis of Rates for any item / items of work which in their opinion is / are abnormally high / low rates or required for the Analysis of Rates of other Publish unwillingness not to attend for such examination in which case the Bidder may proceed further with the Contract work. / Extra item / items. The Bidder is bound to present the same and if the Bidder is unable to present a justified Analysis of Rates for any item / items, the rate / rates for such item may be adjusted accordingly and the decision of the Owner in such cases shall be final.

**27.0 Change in the order/ Extra items of work**

27.1 The ABV-IIITM Gwalior may at any time, by written order given to the Bidder, make alterations in, omissions from, additions to, or substitutions for, in drawings, designs or specifications or quantities of the items of work
27.2 ABV-IIITM Gwalior reserves to itself the right of omission of any item of work from the awarded, publish at any time / stage during the execution of work and award the same to another agency / bidder.
27.3 The Owner may at any time, by written order given to the Bidder, increase the scope of work or include any new item of work. The Bidder shall be bound to carry out such works, the rates for which shall be arrived after the approval of competent authority as below-
a) In the case of Extra item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate (at the time of tender) plus/Minus percentage above/below quoted contract amount. Payment of extra items in case of non-schedule items (non-DSR items) shall be made as per the prevailing market rate.
b) In the case of substitute items(s) being the schedule items (Delhi schedule of rates items). These shall be paid as per the schedule rate (at the time of tender) plus/minus percentage above/below quoted contract amount. Payment of substitute in case of non-schedule items (non-DSR items) shall be made as per the prevailing market rate.

**28.0 Payment**
28.1 The method and conditions of payment to be made to the Bidder under the contract shall be specified in SCC.

28.2 Payment shall be made promptly by the Owner after certification of the bill by the Owner.

28.3 All intermediate running payments to the bidder shall be regarded as payments by way of advance against the final payment and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed, taken away and reconstructed or re-erected.

**29.0 Variations and Provisional Cost (If applicable):**
29.1 Where work cannot be measured and valued properly, the Bidder shall be allowed day work rates on the prices prevailing when such work is carried out (unless otherwise provided in the contract):a. At the rates if any inserted by the Bidder in the priced Schedule of Quantities or b. If no such rates have been inserted, then at the rates prevailing in the market for material and labour and at the control rates for the controlled materials including in all cases the rate for delivery of the material at the work.
29.2 Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Owner the workman's names) and the materials used shall be delivered for verification to the Owner, or his authorised representative not later than the end of the week following that in which the work has been executed. Effect shall be given to the measurement and valuation of variations in interim Certificates and by adjustment of the total Contract Value.

**30.0 Claims for Extra or for Deductions** 30.1 The Owner shall not be responsible for the payment of any claim for extra work not included in the contract nor the Bidder shall be entitled to claim any addition to the contract sum in respect of any changes or alterations in the materials used unless the same shall have been ordered or sanctioned, as the case may be, in writing by the Owner.
30.2 The Bidder has to submit a monthly return by 10th of the ensuing month for any extra work which in his opinion is not covered by the contract agreement through the Owner's/ Owner's representatives and obtain a receipt from the authorized signatory of the Owner. Failing this, he shall have no right to any such claim, whatsoever may be the circumstances, later on.

30.3 In the event of any dispute arising either as to validity of the claim or as to the account to be paid or allowed in respect thereof, the decision of the Owner shall be final and binding on the bidder. In the meantime, the Bidder may either proceed with the work in question or suspend the same as may be determined by the Owner.
30.4 All extra works (those permitted by Owner) of every description shall be executed by bidder on site of work in pursuance of any of the provision of the contract, shall be measured up, and shall be paid according to actual quantities ascertained by such measurements and the prices as finalized by the Owner based on the priced schedule of quantities so that such priced schedule of quantities shall include all such operations and accessories as appear in the said schedule of prices or specification to be or shall in the opinion of the Owner the contingencies upon the works mentioned in such schedule of prices or required to make such works perfect and fit for use.
30.5 Provided also that if any work shall be ordered by the Owner and executed by the Bidder for the payment of which no provision in the opinion of the Owner have been made in the priced schedule of quantities or the specifications, the Owner shall fix and determine such prices for the same based on the prices appearing in the priced schedule of quantities, such allowance being made as may seem to the Owner sufficient for any difference in the character of conditions of the work. However, rates for extra items shall be fixed on the basis of actual rate analysis.
30.6 If, it shall appear that the work has been executed with unsound, imperfect or unskilled workmanship, or with material of any imperfect or any inferior quantity or otherwise not in accordance with the contract documents the Bidder shall at his own cost rectify, reform, remove, or reconstruct the same, wither in the whole or in part, as may be directed by the EIC, whether or not the value of any such work or materials shall have been included in any payment made to the Bidder.
30.7 The Bidder shall remove all malba etc., wash and clean the floors and hand over the site quite clean on the completion of the work.

**31.0 Delay in the Bidder's performance**
31.1 Execution of the work and performance of the services shall be done by the Bidder in accordance with the time schedule specified by the Owner in the Notice inviting tender.
31.2 If, at any time during performance of the contract, the Bidder should encounter conditions impending timely execution of the works and performance of services, the Bidder shall promptly notify the Owner in writing of the fact of the delay, it's likely duration and its cause(s). As soon as possible, after receipt of the Bidder's notice, the Owner shall evaluate the situation and may, entirely at its discretion, extend the Bidder's time for performance with or without liquidated damages.

**32.0 Liquidated Damages**: If the Bidder fails to execute any or all of the works or to perform the services within the period(s) specified in the contract, the Owner shall deduct from the contract value, as liquidated damages, a sum specified in the SCC for each week or part thereof delay until actual completion or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Owner may consider termination of the contract.

**33.0 When Contract can be Terminated:** Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or

otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in- Charge.
iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-Bonafide methods of competitive tendering or commits breach of Integrity Agreement.
viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in- Charge on behalf of the Registrar ABV-IIITM Gwalior shall have powers:

A. To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security Deposit, payable, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
B. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer- in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
xii) The owner may terminate the contract bond without prejudice due to financial malpractice/ misbehaviour /verbal or physical assault /poor quality of work etc. Further to this the bidder shall be debarred for two years for participating in any tender of ABV-IIITM Gwalior.

**34.0 Force Majeure**
34.1 The Bidder shall not be liable for forfeiture of its Security Deposit, liquidated damages or termination by default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
34.2 For purposes of this clause, "Force Majeure" means an unforeseeable event beyond the control of the Bidder and is not because of the Bidder's fault or negligence. Such events may include acts of the Owner either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics.
34.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Owner in writing of such conditions and the cause thereof. Unless otherwise directed by the Owner in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**35.0 Termination for Insolvency:** The Owner may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

**36.0 Termination for Convenience:** The Owner, by written 30 days prior notice sent to the Bidder may terminate the contract, in whole or in part, at any time for its convenience. The notice shall specify that the termination is for Owner's convenience, the extent to which performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective. The items of work that are complete and ready within (1) month after the Bidder's receipt of notice of termination shall be accepted by the Owner at the contract terms and values. For the remaining works, the Owner may elect;
a) to have any portion completed at the contract terms and value and/or

b) to cancel the remainder and pay to the Bidder an amount, finalized by the Owner, for partially completed works and for materials and parts previously procured by the Bidder.

**37.0 Resolution of Disputes**

37.1 The Owner and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, the Owner and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolutions to the formal mechanisms specified in the SCC. These mechanisms may include but are not limited to, Arbitration in accordance with rules of Arbitration Act and award made in pursuance thereof shall be binding on both the parties.

37.2 All disputes should be under the Jurisdiction of civil court Gwalior.

**38.0 Governing language:** The contract shall be written in Hindi or English language. All correspondence and other documents pertaining to the contract that are exchanged by the parties shall be written in the same language.

**39.0 Governing law:** The contract shall be governed by the laws of The Union of India for the time being in force. All disputes are subject to jurisdiction of courts at Gwalior or Honourable High Court Madhya Pradesh Jabalpur.

**40.0 Notices:** Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. A notice shall be effective on the date on when it is delivered, or on the notice's effective date, whichever is later.

**41.0 Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Owner. The Bidder is to notify the Owner of such discoveries and carry out the Owner' instructions for dealing with them.

**42.0 Dismissals of workmen:** The bidder on request from the Owner, immediately dismiss from the works any person employed by him who may be found in the opinion of the client to be unsuitable or incompetent or who has shown misconduct.

**43.0 Working Hours:** Normal working hours shall be from 08:45 a.m. to 05:30 p.m. No construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. However, permission to work beyond normal working hours can be granted by the Owner in exceptional circumstances to achieve the target schedule of completion**.**

Section 6

## SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract are supplementary to the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions of Contract is indicated in parentheses.

**1. Definition (GCC clause 1.0)**

a) Owner means: ABV-IIITM Gwalior.

b) Site means the project site situated in ABV-IIITM Gwalior, Residential Quarters at D.D. Nagar Gwalior

**2. Release of Security Deposit (if applicable)**:

Security Deposit will be refunded by the Owner after completion of Defect Liability Period i.e. **6 months** from date of virtual completion.

**3. Performance Security** as per the critical data sheet the PG shall remain valid for a minimum period of six months beyond the date of completion of all contractual obligations. The PG shall be refunded/ returned to the bidder on completion of work and recording of the completion certificate.

**4. Payment:**

**a) No advance payment** shall be made to the Contractor under any circumstances.
b) **No running account/interim payment** shall be admissible during the execution of the work.
c) Payment shall be released **only after successful completion of the entire work** in accordance with the tender specifications and to the satisfaction of the Engineer-in-Charge/competent authority.
d) The Contractor shall submit the **final bill along with all required supporting documents**, measurements, completion certificate and other documents as applicable.
e) The final bill shall be processed for payment **after verification and acceptance of the completed work** by the competent authority.
f) Payment shall be released **within 45 days from the date of submission of the complete and correct final bill**, subject to completion of all necessary verification and documentation.
g) Payment shall be made **after deduction of all applicable statutory taxes, duties, cess, TDS and other recoveries**, as applicable under prevailing Government rules.
h) No interest or compensation shall be payable to the Contractor for any delay in payment arising due to **verification, statutory deductions, administrative processing, availability of funds, or other reasons beyond the control of the Institute**.

**5 Manpower Engagement.**

The Contractor shall engage required manpower separately in order to ensure timely execution of works. The Contractor will arrange safety gear. such as safety shoes, safety helmets. gloves, etc., for the manpower deployed at his own cost. If the manpower is found not wearing safety gear, a penalty of Rs. 200 per violation will be imposed by the EIC.

**6. Liquidated Damages**

0.5% per week of balance/unattended work subject to a maximum of 5% (Five percent) of the Contract value from the stipulated date of completion.

**7. Resolution of Disputes**

In case the parties don't agree to the advice of owner, then the Director, ABV-IIITM Gwalior shall appoint a sole arbitrator within 30 days of receipt of request forthwith. The arbitration shall be governed by Arbitration and Reconciliation Act 1956.

**8. Notices**

For the purpose of all notices, the following shall be the address of the Owner and the Bidder.
**Owner:** Director, Institute Works Department (Civil Section)
Atal Bihari Vajpayee Indian Institute of Information Technology and Management, Gwalior
**Bidder:** (To be filled in at the time of Signing of the Contract).

**9. Resolution of Disputes & Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, terminations, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the bidder considers any work demanded of him to be outside the requirements of the contract or disputes any drawings, record or decision given in writing in connection with or arising out of the contract or carrying out of the work, he shall promptly within 15 days request the Owner in writing for written instruction or decision.

If the Bidder is dissatisfied with this decision, the Bidder shall within a period of 30 days from receipt of the decision, give written notice to the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior for appointment of Arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the Arbitrator.

Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by The Director, Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior. If reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such ABV-IIITM Gwalior as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contactor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 days of receiving the intimation from the Owner that the final bill is ready for payment, the claim of the bidder shall be deemed to have been waived and absolutely barred and ABV-IIITM Gwalior shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

“If any dispute which may arise with respect to any term and condition or with respect to the interpretation of any term and condition of the Purchase Order/Work order, which may be issued to the qualified and successful tendered subsequently, the same shall be settled strictly in accordance with and in compliance of the Arbitration procedure which is mentioned descriptively in the Purchase Order/Work Order.”

For Purchase Order-

“If any dispute arises out of the interpretation of any clause of this purchase Order/Work Order or with respect to any other mater connected with or arising out of any work/service to be done or completed pursuant to this Purchase order/Work order, the aggrieved party shall first serve the Statement of its Grievances to the other party in which the complete details and description of tis grievance should be mentioned descriptively. The true copies of all the relevant documents shall be filed with this statement by the aggrieved party. Both the parties shall then make utmost endeavour to settle the disputes amicably amongst themselves.

In the case the parties fail to settle their disputes amicably amongst themselves or if any dispute remains unsettled while other disputes are settled, the aggrieved party shall serve a Notice to the other party and to the Director of the ABV-IIITM Gwalior, intimating its desire to invoke the Arbitration for the settlement of the said disputes or any of the unsettled dispute. Such Notice invoking Arbitration shall strictly be given in compliance of the provisions of the Arbitration & Conciliation Act, 1996 or any other statute in force and ruling the law of Arbitration at that time. Such notice shall grant the time not less than 30 days to other party for the appointment of the Arbitrator.

The aggrieved party shall specifically and in very clear terms mention the points of Reference desired to be referred to the Arbitrator, give out the details and description of the dispute which it tends to get settled by the process of the Arbitration. The Notice invoking Arbitration shall contain the true copies of all the relevant documents on which the aggrieved party shall put reliance in support of its claim.

After service of the Notice invoking Arbitration, the Director of the Indian institute of Technology, Roorkee shall appoint the Sole Arbitrator for resolution of the dispute/s or any of the unsettled dispute/s within a period of thirty clear days from the date of receipt of the Notice invoking Arbitration from the aggrieved party. The Arbitration proceedings shall be commenced strictly in compliance of the provisions of the arbitration a& Conciliation Act, 1996 or any other statute in force and ruling the law of Arbitration at that time. The language of Arbitration proceedings shall English. The venue of Arbitration will be the premises of the ABV-IIITM Gwalior.

For the purpose of the provisions of the Arbitration & Conciliation Act, 1996 or any other statute in force and ruling the law of Arbitration at that time and for any legal action with regard to this Arbitration and for the purpose of any matter arising out of Arbitration proceedings under this Purchase Order/ Work Order, the courts situate at Gwalior shall only have the jurisdiction to try the legal Action. In this regard, the Commercial Courts having jurisdiction over Gwalior in the matters pertaining to commercial disputes or action arising out of any Arbitral Award passes during the course of the arbitral proceedings held and commenced in Gwalior shall only have the jurisdiction to try Such legal action. All the legal proceedings shall be subject to the territorial and geographical jurisdiction of Hon'ble High Court of Madhya Pradesh."

**10. Protection of environment**

10.1 The Bidder shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

10.2 During continuance of the contract, the Bidder and his sub-bidders shall at all times abide by all existing enactment on environmental protection and rules made there under, regulations, notifications and bye-law of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

10.3 Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974 This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to create a nuisance or render such water harmful or

injurious to public health or safety, or to domestic, commercial, industrial agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution, 'Air Pollution' means the presence in the atmosphere of any air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Prevention and Control of Pollution) Act, 1986 This provides for the protection and improvement of environment and for matters connected to herewith, and the prevention of hazards to human beings. Other living creatures, plants and property, 'Environment' includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act 1991. This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

**11. Specification to be followed for execution for execution of works are:**

**For Civil Works:** CPWD Specifications 2019 Vol. 1 and Vol. 2 with up-to-date correction slips. (Hereinafter called CPWD specifications also) and Specification mentioned in this Published document for each project(s).

| Form-1 | | | | |
|---|---|---|---|---|
| TECHNICAL OR ELIGIBLITY BID FOR **Construction of R.C.C. Foundation for Flag mast and Supply, Fixing of 20-Meter-High Flag mast ABV-IIITM Campus, Gwalior.** | | | | |
| Full Name of Bidder (In Capital Letter): | | | | |
| Correspondence Address: | | | | |
| Contact Number: | | | | |
| Alternative Contact Number: | | | | |
| Email Address: | | | | |
| | Full Address | | | |
| S.No. | Description | Whether Document Is Submitted or Not (YES? NO) | Furnish Information Here | Copy Enclosed at Page No. |
| 1 | Tender Fees | | Transaction Number: Dated: | |
| 2 | Earnest Money Deposit (Proof) | | Transaction Number ……. Dated: | |
| 3 | Documents regarding legal status of the firm and written power of attorney of the signatory | | | |
| 4 | Copy of Registration Certificate with CPWD/ State PWD (Buildings)/ MES in appropriate class & category /working contractor of ABV-IIITM Gwalior. | | | |
| 5 | Copy of work completion certificate/ similar work experience Certificate to be Submitted as proof of eligibility criteria. | | | |
| 6 | Notarized Undertaking as per the tender document. | | | |
| 7 | Balance Sheet/ the Average Annual Turnover CA Certificate preferably with UDIN should be at least 50% of estimated cost for last 03 (Three) consecutive Financial Years (2023-2024, 2024-2025, 2025-26). | | | |
| 8 | GST registration certificate. (certificate along with the GST returns for last one quarter to be enclosed) | | GST No. | |

| | | | | |
|---|---|---|---|---|
| 9 | Permanent Account Number (PAN) | | PAN Card No. | |
| 10 | Copy of valid ESIC registration certificate. | | | |
| 11 | Copy of valid EPFO Registration certificate | | | |
| 12 | Bank Solvency certificate: Bidder should have to submit valid solvency certificate of the amount at least 40% of the estimated cost of the work issued by a scheduled bank which is not more than one year old from the last date of tender submission (including extension time). Certified copy of original solvency certificate to be Submitted in cover-1. | | | |
| 13 | Details of Bank Account of Bidder.( Details of Bank account to be enclosed along with Account Statement)- in Annexure-VI | | | |
| 14 | A declaration to the following effect is required to be submitted on the affidavit of Non-Judicial Stamp of Rs.100/-that<br>(a)There is no pending criminal case before any Court of Law against the Proprietor/Firm/Partner on the bidder company.<br>(b)The bidder has not defaulted from the payment of statuary dues like EPF, ESIC, GST, Income Tax etc. during the last three financial years.<br>(c)The bidder is not blacklisted by any of the following:<br>Government department(s),PSU(s),Organization(s), private Institute(s),Educational Institute(s),Autonomous institute(s)during the last three financial years.<br>(d) No contract with the Bidder has been terminated before expiry term during the last three financial years. | | | |
| 15 | Any Other Information that Bidder Desires to submit, relevant to the contract and Present Bidding. | | | |
| 16 | Cover 2 (Financial Bid) | | | |

I, _____, Proprietor/Authorized Signatory of M/s _____, hereby declare that I have duly filled in all the details and submitted all required documents along with the tender.
I have carefully read, understood and unconditionally accepted all the terms and conditions, technical specifications and eligibility criteria of the tender.
I certify that all information and documents submitted by me/us are true, correct and genuine to the best of my/our knowledge.
I undertake to execute the work in accordance with the tender conditions and instructions of the Engineer-in-Charge.

**Place:**
**Date:**

**(Signature of the Bidder, with Official Seal)**

| Bill of Quantity (BOQ) | | | |
|---|---|---|---|
| **Work- Construction of RCC Foundation for Flag mast and supply, Fixing of 20-Meter-High Flag mast at ABV-IIITM Gwalior (M.P.)** | | | |
| **S.No.** | **Sub-Heads and Item of Work** | **Quantity** | **Unit** |
| 1 | **EARTH WORK** | | |
| 1.1 | Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. | | |
| 1.1.1 | All Kind of Soil | | |
| | Sub-Total | 100 | cum |
| **2** | **CEMENT CONCRETE (CAST IN SITU)** | | |
| 2.1 | Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of cantering, shuttering and finishing: | | |
| 2.1.1 | 1:5:10 (1 cement: 5 coarse sand (zone-III) derived from natural sources: 10 graded stone aggregate 40 mm nominal size derived from natural sources). | 10 | cum |
| 2.2 | Centring and shuttering including strutting, propping, etc., and removal of form work for: | | |
| 2.2.1 | Foundations, footings, bases for columns | 8 | sqm |
| | Sub-total – Cement Concrete | | |
| **3** | **REINFORCED CEMENT CONCRETE** | | |

| | | | |
|---|---|---|---|
| 3.1 | centring and shuttering including strutting, propping, etc., and removal of form for | | |
| 3.1.1 | Foundations, footings, bases of columns, etc., for mass concrete | 50 | sqm |
| 3.2 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level. | | |
| 3.2.1 | Thermo-mechanically treated bars of grade Fe-500D or more. | 4000 | kg |
| 3.3 | Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centring, shuttering, finishing and reinforcement as per direction of the engineer-in-charge: Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. | | |
| 3.3.1 | All works up to plinth level | | |
| | Concrete of M25 grade with minimum cement content of 330 kg/cum. | 20 | cum |
| | Sub-total – RCC | | |
| **4** | **STEEL WORK** | | |

| | | | |
|---|---|---|---|
| 4.1 | Providing and fixing stainless steel ( Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.). | 200 | kg |
| | Sub-total – Steel Work | | |
| 5 | **FLOORING** | | |
| 5.1 | Providing and laying Polished Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing , curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge. | | |
| 5.1.1 | Polished Granite stone slab of colour Black, Cherry/Ruby Red or equivalent. | 60 | sqm |
| | Sub-Total | | |
| 6 | MARKET RATE ITEM B | | |
| 6.1 | Supplying and filling stone dust in foundation below plinth level including watering, ramming, consolidating and dressing complete all as per direction of Engineer- in- charge. | 20 | cum |
| 6.2 | Supply of Indian National Flag, size 6300 × 4200 mm, in 100% knitted polyester (140 gsm) with reinforced super-strong Nylon webbing on all 3 sides & rope/toggle sleeve. The flag shall confirm to "Flag Code of India". | 1 | each |

| | | | |
|---|---|---|---|
| 6.3 | Supply and fixing/erection with suitable means of 20 m flag mast two-section hot-dip galvanized polygonal pole size bottom 460mm, top 150 mm, Plate thickness 4/5. Base plate 650*20mm, With PCD 550mm, 500kg Double Drum with 0.75 HP Motor & 6mm SS Wire Rope, And M30*850 mm Long 08 No. Foundation Bolt and All Accessories with White PU Paint, Without National Flag, Wires & Light Fitting all complete as per Direction of Engineer-In-Charge. | 1 | each |
| 6.4 | Granite stone slabs 18 mm thick in risers of steps, skirting, dado and pillars, laid on 12 mm (average)cement mortar 1:3(1 cement: 3 coarse Sand) and jointed with, including jointing, pointing, rubbing and polishing. Granite of any colour and shade; area of slab over 0.50 sqm. | 10 | sqm |

**The quantities indicated in the Schedule of Quantities are purely estimated and are liable to vary depending upon the actual requirement of the Institute. The quantities shall not be construed as a commitment by the Institute to execute the entire estimated quantity or value. Payment shall be made only for the actual quantities of work ordered, executed and measured at site, at the accepted percentage rate over/below the applicable CPWD DSR rates.**

| Form-2 Financial Bid | | | | | |
|---|---|---|---|---|---|
| **Work- Construction of RCC Foundation for Flag mast and supply, Fixing of 20-Meter-High Flag mast at ABV-IIITM Gwalior (M.P.)** | | | | | |
| **Name of Bidder & Details:** | | | | | |
| **S.No.** | **Sub-Heads and Item of Work** | **Quantity** | **Unit** | **Rate** | **Amount (Rs)** |
| 1 | **EARTH WORK** | | | | |
| 1.1 | Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. | | | | |
| 1.1.1 | All Kind of Soil | | | | |
| | Sub-Total | 100 | cum | | |
| **2** | **CEMENT CONCRETE (CAST IN SITU)** | | | | |
| 2.1 | Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centring, shuttering and finishing: | | | | |
| 2.1.1 | 1:5:10 (1 cement: 5 coarse sand (zone-III) derived from natural sources: 10 graded stone aggregate 40 mm nominal size derived from natural sources). | 10 | cum | | |
| 2.2 | centring and shuttering including strutting, propping, etc., and removal of form work for: | | | | |
| 2.2.1 | Foundations, footings, bases for columns | 8 | sqm | | |
| | Sub-total – Cement Concrete | | | | |
| **3** | **REINFORCED CEMENT CONCRETE** | | | | |
| 3.1 | centring and shuttering including strutting, propping, etc., and removal of form for | | | | |
| 3.1.1 | Foundations, footings, bases of columns, etc., for mass concrete | 50 | sqm | | |
| 3.2 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level. | | | | |
| 3.2.1 | Thermo-mechanically treated bars of grade Fe-500D or more. | 4000 | kg | | |

| | | | | | |
|---|---|---|---|---|---|
| 3.3 | Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centring, shuttering, finishing and reinforcement as per direction of the engineer-in-charge: Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. | | | | |
| 3.3.1 | All works up to plinth level | | | | |
| | Concrete of M25 grade with minimum cement content of 330 kg/cum. | 20 | cum | | |
| | Sub-total – RCC | | | | |
| **4** | **STEEL WORK** | | | | |
| 4.1 | Providing and fixing stainless steel ( Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.). | 200 | kg | | |
| | Sub-total – Steel Work | | | | |
| 5 | **FLOORING** | | | | |
| 5.1 | Providing and laying Polished Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing , curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge. | | | | |
| 5.1.1 | Polished Granite stone slab of colour Black, Cherry/Ruby Red or equivalent. | 60 | sqm | | |
| | Sub-Total | | | | |
| 6 | MARKET RATE ITEM B | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 6.1 | Supplying and filling stone dust in foundation below plinth level including watering, ramming, consolidating and dressing complete all as per direction of Engineer- in-charge. | 20 | cum | | |
| 6.2 | Supply of Indian National Flag, size 6300 × 4200 mm, in 100% knitted polyester (140 gsm) with reinforced super-strong Nylon webbing on all 3 sides & rope/toggle sleeve. The flag shall confirm to "Flag Code of India". | 1 | each | | |
| 6.3 | Supply and fixing/erection with suitable means of 20 m flag mast two-section hot-dip galvanized polygonal pole size bottom 460mm, top 150 mm, Plate thickness 4/5. Base plate 650*20mm, With PCD 550mm, 500kg Double Drum with 0.75 HP Motor & 6mm SS Wire Rope, And M30*850 mm Long 08 No. Foundation Bolt and All Accessories with White PU Paint, Without National Flag, Wires & Light Fitting all complete as per Direction of Engineer-In-Charge. | 1 | each | | |
| 6.4 | Granite stone slabs 18 mm thick in risers of steps, skirting, dado and pillars, laid on 12 mm (average)cement mortar 1:3(1 cement: 3 coarse Sand) and jointed with, including jointing, pointing, rubbing and polishing. Granite of any colour and shade; area of slab over 0.50 sqm. | 10 | sqm | | |
| | Sub-Total | | | | |
| | Total | | | | |
| | Total Inc. GST | | | | |

**Percentage above/ below the estimated cost 18 lacs:**

**Declaration by the Bidder: This is to certify that i/we before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.**

Note: No other changes would be payable by client 2) There would be increase in rates during the contract period. 3) Financial bid (Inside Envelope No.2)

Place:

Date:

Signature of Bidder with seal

Name:
Address:

Contact No.:

**Annexure –I**

**TENDER ACCEPTANCE LETTER**
**(To be given on bidders Letter Head)**

Tender Ref. No. _____ Date: _____

To
**The Registrar,**
**ABV IIITM, Gwalior**
**Morena Link Road, Gwalior,**
**Madhya Pradesh - 474015**

**Subject: Acceptance of Terms & Conditions of Tender**

Name of Tender

_____

Dear Sir,

1. I/We hereby confirm that we have thoroughly reviewed the complete tender documents from page __ to __, including all annexures, schedules, and related documents forming part of the contract agreement, and agree to abide by all terms and conditions therein.
2. We acknowledge and have incorporated all corrigenda issued by your department/institute while submitting this acceptance.
3. I/We unconditionally accept the terms and conditions of the tender documents and all associated corrigenda in full.
4. I/We declare that our firm has not been blacklisted, debarred, terminated, or banned by any Government of India or State Government department, central/state autonomous body, or public sector undertaking.
5. I/We certify that all information provided by our firm is true and correct. In case of any misrepresentation or violation, your department/organization reserves the right to reject the bid or terminate the contract without prior notice, and to forfeit the earnest money deposit, without prejudice to any other legal remedies.
6. I/We hereby offer to supply the items listed in this bid, or as specified in your acceptance, at the prices quoted in the schedule. This offer shall remain valid for 180 days from the date of tender opening and shall be binding upon communication of acceptance.
7. I/We certify that the prices quoted in this bid are the lowest offered for the specified item(s)/equipment. I/We further confirm that the same item(s)/equipment have not been quoted at a lower rate to any other customer, and shall not be offered at a lower rate to any other customer during the validity of this offer or until the execution of the purchase order, whichever is later.
8. I/We have read and understood the Instructions to Bidders and Conditions of Contract enclosed with the tender invitation. We have examined the specifications and are fully aware of the nature and scope of the goods required. Our offer complies strictly with the stated specifications and requirements.
9. We undertake to prioritize and execute all orders placed to meet urgent requirements.
10. Until a formal award is issued, this bid and your written acceptance shall constitute a binding contract between us.

**Yours faithfully,**

Annexure- II

**Undertaking**
(On non-judicial stamp paper of Rs. 100/-)

**Name & address of the bidder:** ……

**NIT No**……

**Name of the work:** ……

**Due Date:** ……

I/We have read and examined the Tender document for the work. I/We hereby submit bid for the execution of the work specified for the Institute within the time specified in NIT of quantities and in accordance with the specifications, designs, drawing and instructions in writing referred to 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.

I/We agree to keep the Bid open for ninety (90) days from the due date of its opening and not to make any modification in its terms and conditions.

Earnest Money as mentioned in the critical data sheet is hereby forwarded in Demand Draft issued by scheduled bank. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the Institute has to right to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Institute has to right 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 NIT. 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 bidder on back-to-back basis. Further that, if such a violation comes to the notice of owner, then I/we shall be debarred for tendering in Institute Works Department, ABV-IIITM Gwalior in future forever. Also, if such a violation comes to the notice of owner before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We hereby declare that I/We have no near relative connection by marriage to any staff of the Institute. The information given in the tender form is correct and best of my knowledge.

**Dated:** **Signature of Bidder:**

**Annexure –III**

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER**

**CERTIFICATE**

**(To be submitted on the affidavit of Non-Judicial Stamp of Rs.100/-)**

1. I certify that M/s ..... has never been blacklisted by any Government department(s), PSU(s), Organization(s), Educational Institute(s), Autonomous Institute(s) during the last three financial years.

2. I also certify that there is no criminal case pending against M/s ..... in any court of law.

3. I also certify that M/s……. has not defaulted in payment of statutory dues like GST, Income Tax etc. during the last three financial years.

4. I also certify that no contracts with the M/s……. were terminated before term expiry during the last three financial years.

5. No near relative (as per section 56(2) of the Income Tax Act, 1961) of the bidder is working as an employee in ABV-IIITM Gwalior.

**Date:**

**Place:**

**Annexure –VI**

## FORMAT OF PERFORMANCE BANK GUARANTEE

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.
This bank guarantee should be furnished on stamp paper of Rs. 100/-
The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

1. WHEREAS M/S_____, having its registered office at _____ hereinafter called the Distributor in India for_____ ,herein after called "The supplier" for the supply and installation of _____., in consideration of the ABV-IIITM Gwalior, Morena Link Road, Gwalior- M.P. (hereinafter called "ABV-IIITM, GWALIOR") P.O. No. ABV-IIITM, GWALIOR/_____ dt. placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs _____ (Rupees_____only). We _____Bank, _____(Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the ABV-IIITM, GWALIOR an amount on exceeding to Rs_____ (Rupees_____only).

2. We ……Bank do hereby undertake to pay ABV-IIITM, GWALIOR, the amounts due and payable under this guarantee without any demur, merely on a demand from ABV-IIITM, GWALIOR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs_____ (Rupees_____only).

3. We undertake to pay to the ABV-IIITM, GWALIOR any money so demanded notwithstanding any dispute or disputes raised by the supplier 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 valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We the.....Bank further agree that the guarantee herein contained shall remain in full force and affect 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 ABV-IIITM, GWALIOR under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the ABV-IIITM, GWALIOR certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said …..and accordingly discharges this guarantee.

5. We, the …….. Bank further agreed that the ABV-IIITM, GWALIOR shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the ABV-IIITM, GWALIOR against the said supplier 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 supplier or for any forbearance act or omission on the part of the ABV-IIITM, GWALIOR or any indulgence by the ABV-IIITM, GWALIOR to the said supplier 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 change in the constitution of the bank or the supplier.

7. We, the ……. Bank has recently undertaken not to revoke this guarantee except with the previous consent of the ABV-IIITM, GWALIOR in writing.

8. This guarantee shall be valid up to…… unless extended on demand by ABV-IIITM, GWALIOR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs……/- (Rupees .....only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs...../-(Rupees…….only)

2. Bank guarantee shall be valid up to……...

3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before ……...

**Dated:** **Signature & Seal of the Bank**

**Note:** The above format contains specific clauses and expressions. These clauses and expressions can vary depending on the nature/type of agreement and situation. A basic aspect to be kept in mind is that the interest of ABV-IIITM, GWALIOR, is fully protected.

**Annexure V**

**CONTRACTOR'S FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF ACRYLIC BASED EXTERIOR FINISHES AND EMULSION FINISHES IN BUILDING AND OTHER WORKS (If Applicable)**

The Agreement made this……day of ……Two thousand between and ……..……..son of ……..…… (here-in-after called the Guarantor of the one part) and the ABV-IIITM Gwalior.

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated…….and made between the GUARANTOR OF THE ONE part and the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior of the other Part, whereby the contractor, inter alia, undertook to render the acrylic based exterior finishes and emulsion finishes in building and other works in the contract recited completely for above-said work

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said painting work - acrylic based exterior finishes and emulsion finishes in building and other works for a **period of three (03) years** against blistering, peeling off from the date of completion of maintenance period or defect liability period prescribed in the contract bond.

Provided that the Guarantor will not be responsible for painting finishes defects caused by earthquake or structural defects or misuse of building and for such purpose:

During this period of guarantee the guarantor shall make good all acrylic based exterior finishes and emulsion finishes in building and other works defects and in case of any defect being found, render the acrylic based exterior finishes and emulsion finishes in building and other works 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 COMMITTEE or 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 there under 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 Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior Roorkee the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHERE OF these presents have been executed by the GUARANTOR

……and by ..... and for and on behalf of the Institute on the day, month and year first above written SIGNED, SEALED AND delivered by GURANTOR in the presence of:

1.…….

2. …….

SIGNED FOR AND ON BEHALF OF, Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior BY

… ..... in the presence of:

1. …….

2. ……

**Annexure VI**

**CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS (BASEMENT/LOWER GROUND FLOOR/UNDER GROUND TANK/ROOF) (IF APPLICABLE)**

The Agreement made this……day of ..... Two thousand between and ……. son of ..... (Hereinafter called the Guarantor of the one part) and the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior.

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated ..... and made between the GUARANTOR OF THE ONE part and the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior 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 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 storey 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 COMMITTEE 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 there under 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 and the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior 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 GURANTOR ……and by ……. and for and on behalf of the Institute on the day, month and year first above written SIGNED, SEALED AND delivered by GURANTOR in the presence of:

1. …….
2. …….

SIGNED FOR AND ON BEHALF OF Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior BY ..... in the presence of:

1. …….
2. …….

a) Defects arising from improper building maintenance, including damage caused by dampness or condensation due to such improper maintenance.

b) Damages arising from an Act of God or other cause not due to the negligence of the Contractor.

c) The decision of Engineer – in – Charge with regards to blistering, peeling off acrylic based exterior finishes and emulsion finishes shall de final and binding on the Contractor.

**Annexure VII**

**PERFORMANCE GUARANTEE BOND**

*In consideration of the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior 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 an irrevocable Bank Guarantee for……. (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 ABV-IIITM Gwalior (Indicate the name of the bank) an amount not exceeding Rs…… ( ..... only) on demand by the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior*

*2. We ……..do hereby undertake to pay the amounts due…… and payable (Indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior 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 (Rupees ..... only).*

*3. We, the said bank further undertakes to pay to the Institute 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 there under and the contractor(s) shall have no claim against us for making such payment.*

*4. We ……further agree that the guarantee herein contained 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 it shall continue to be enforceable till all the dues of the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior 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 Institute 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 bank) further agree with the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior at the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior 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 Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior 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 Institute or any indulgence by the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior 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 Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior in writing.*

*8. This guarantee shall be valid up to ..... unless extended on demand by the Atal Bihari Vajpayee Indian Institute of Information Technology and Management Gwalior. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to*

*……. (Rupees ..... 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).*

****