



INTERNATIONAL INSTITUTE OF INFORMATION TECHNOLOGY-BANGALORE

26/C, Electronics City, Hosur Road, Bengaluru: 560100

Bid No. : IIITB/EXPCNTR/2018

BID FOR

**Execution of Interiors, Electrical Light Fixtures &
Electrical work, D&V Networking, HVAC lowside work, LV
systems, Fire Detection, Access Control System and
CCTV for Experience Centre - Advance Centre for
Machine Intelligence and Robotics at IIITB**

VOLUME – I

BID TERMS AND CONDITIONS

VOLUME - I: BID TERMS AND CONDITIONS

INDEX

Clause No.	Description	Page No.
SECTION – I	NOTICE INVITING BID	05
SECTION – II	INSTRUCTIONS TO BIDDER	07
SECTION – III GENERAL CONDITIONS OF CONTRACT		
1.0	Definitions	13
2.0	Mobilization Advance	14
3.0	Deviations / Variations Extent And Pricing	14
4.0	Escalation	15
5.0	Action in Case Work Not Done As Per Specifications	15
6.0	Action in Case of Bad Work	15
7.0	Cancellation / Termination of Contract in Full or Part	15
8.0	Termination of Contract on Death of Contractor	15
9.0	Time Essence of Contract & Extension for Delay	15
10.0	Time Schedule & Progress	16
11.0	Taxes and Duties	16
12.0	Insurance of Works	17
13.0	Payments	17
14.0	Contractor to Supply Tools & Plants	17
15.0	Mobilization of Men, Materials and Machinery	17
16.0	Restriction on Sub-Contracting	18
17.0	Force Majeur	18
18.0	No Compensation Clause	18
19.0	Direction for Work	18
20.0	Water & Electricity	19
21.0	Watch, Ward and Lighting of Work Place	19
22.0	Bill of Quantities	19
23.0	Works to be Open to Inspection	19
24.0	Co-ordination with other Agencies	19
25.0	Site Clearance	19
26.0	Possession prior to the Completion	19
27.0	Employment of Personnel	20
28.0	Technical staff for Work	20
29.0	Labour Laws	20

30.0	Law Covering the Contract	21
31.0	Laws, Bye-Laws relating to the Work	21
32.0	Contract Agreement	21
33.0	Manner of execution of Agreement	21
34.0	Jurisdiction	21
35.0	Arbitration	21

Clause No.	Description	Page No.
-------------------	--------------------	-----------------

SECTION – IV FORMATS

1.0	Acceptance of Bid	23
2.0	Covering letter for Bid	24
3.0	Contract Agreement		25
4.0	Bank Guarantee for mobilization		28



INTERNATIONAL INSTITUTE OF INFORMATION TECHNOLOGY-BANGALORE

26/C, Electronics City, Hosur Road, Bengaluru: 560100

Project

Proposed Experience Centre for Advance Centre for Machine Intelligence & Robotics at IIIT-B at 26/C, Electronics City, Hosur Road, Bengaluru: 560100.

Bid No. : IIITB/EXPCNTR/2018

SECTION - I

NOTICE INVITING BID

SECTION – I
NOTICE INVITING BID (NIB)

International Institute of Information Technology Bangalore hereby invites bids on item rate basis from the experienced & eligible contractors for the Execution of Interiors, Electrical Light Fixtures & Electrical work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection System, Access Control System and CCTV for it's new Experience Centre for Advance Centre for Machine Intelligence & Robotics at IIIT-B at the Academic block of International Institute of Information Technology Bangalore at 26/C, Electronics City, Hosur Road, Bengaluru, Karnataka 560100.

1.	Name of the work	Bid for the Execution of Interiors, Electrical Light Fixtures & Electrical work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection System, Access Control System and CCTV for it's new Experience Centre for Advance Centre for Machine Intelligence & Robotics at Academic block of International Institute of Information Technology Bangalore at 26/C, Electronics City, Hosur Road, Bengaluru, Karnataka 560100.
2.	Completion Period	60days from the date of issue of Work Order
3.	Payments	
a)	Mobilization Advance	30% of Contract value against Bank Guarantee of the equivalent amount or against the purchase and delivery of materials of equivalent amount to the IIITB campus.
b)	Running Bills	Payment of 50% of the purchase order value will be made on the progress of the work after physical verification/approval by the IIITB's Project Monitoring team in the interval of 15days.
c)	Final bill certification	Balance 20% of the payment will be after completion of the contract & on final scope of job.
13.	Last Date & Time of submission of Bid	On or before 16.03.2018, up to 12:00 noon.

14	Addressee and Venue for submission of hardcopies of Bid	<p>The Registrar,</p> <p>International Institute of Information Technology Bangalore (IIITB),</p> <p>26/C, Hosur Road, Electronics City, Bengaluru, Karnataka 560100.</p>
15	Validity of Offer	90 days from the date of opening the Price bid

1. The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. The bidder are required to quote strictly as per terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
3. If the Contractor is found ineligible after opening of bid, his bid shall become invalid.
4. Notwithstanding anything stated above, the Owner reserves the right to assess the capabilities and capacity of the bidder to perform the contract, in overall interest of the project. In case, bidder's capabilities and capacities are not found satisfactory, IIIT-B reserves the right to reject the bid without giving any explanations whatsoever.
5. The Bidder should consider unless specifically excluded, all materials, consumables, wages, salaries, insurance, transportation, wastages etc., on the rates quoted.
6. The Bidder should consider taxes including GST and other Taxes/levies, on the materials, consumables and labour charges considered in this bid.
7. The price shall be entered against each item in the Bill of Quantities. The Rate shall be quoted up to 2 decimals.
8. All pages of the entire bid document must be duly signed by the authorized officer having power of attorney.
9. In case of any query, please mail your queries to registrar@iiitb.ac.in before 13.03.2018 , 12:00Hrs or get them clarified at the pre-bid meeting to be held on 13.03.2018 at 4:00 PM at IIITB.



INTERNATIONAL INSTITUTE OF INFORMATION TECHNOLOGY-BANGALORE

26/C, Electronics City, Hosur Road, Bengaluru: 560100

Project

Proposed Experience Centre for Advance Centre for Machine Intelligence & Robotics at IIIT-B at 26/C, Electronics City, Hosur Road, Bengaluru: 560100.

Bid No. : IIITB/EXPCNTR/2018

SECTION - II

INSTRUCTIONS TO BIDDER

SECTION – II
INSTRUCTIONS TO BIDDER (ITB)

- 1.0** Item rate bidders are invited for the Execution of Interiors, Electrical Light Fixtures & Electrical work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection System, Access Control System and CCTV for it's new Experience Centre for Advance Centre for Machine Intelligence & Robotics at IIIT-B at the Academic block of International Institute of Information Technology Bangalore at 26/C, Electronics City, Hosur Road, Bengaluru, Karnataka 560100.
- 2.0** Bid document can be obtained on an email request to cao@iiitb.ac.in from 09.03.2018 from 12.00Hrs onwards till 13.03.2018 Upto 4 PM
- 4.0 Submission of Bid and other documents:**
- i) An affidavit attested from a Notary by an authorized signatory of the bidding company certifying that the company has never been banned or blacklisted by the Central / State Govt. and Central / State PSUs to do business with Government departments.
 - ii) Copy of GST Registration Certificate.
 - iii) Copy of ESI Registration Certificate.
 - iv) Copy of PF Registration Certificate.
 - v) Copy of PAN card.
 - vi) Duly signed and sealed copies of the entire bid documents
 - a) Notice Inviting Bid
 - b) Instructions to Bidder
 - c) General Conditions of Contract
 - d) All formats for BG, Covering letters and agreements
 - e) Bid Layout
 - vii) Any other relevant documents
 - viii) Hard copy of the filled BOQ with signature and seal (Including corrigendum if any).

All pages of the entire document as listed above must be duly signed by the authorized person shall be deposited in a sealed envelope superscripted as belo

Bid Ref. No.: IIITB/EXPCNTR/2018

Bid for Execution of Interiors, Electrical Light Fixtures & Electrical work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection System, Access Control System and CCTV for it's new Experience Centre for Advance Centre for Machine Intelligence & Robotics at the Academic block at International Institute of Information Technology Bangalore at 26/C, Electronics City, Hosur Road, Bengaluru, Karnataka 560100.

Address to:
The Registrar,
International Institute of Information Technology Bangalore
26/C, Electronics City, Hosur Road, **Bengaluru: 560100**

Bidders Name & Address :

5.0 Place of Submission:

The hard copies of complete set of bid in a sealed cover as mentioned above shall be submitted to the following address by 16.03.2018 up to 4.00 p.m.

**The Registrar,
International Institute of Information Technology Bangalore
26/C, Electronics City, Hosur Road,
Bengaluru: 560100**

6.0 VALIDITY OF BID

The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of the bid. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Owner, then the Owner shall, without prejudice to any other right or remedy, be at the liberty to reject the bid without giving any explanations whatsoever.

7.0 ACCEPTANCE OF BID

The Owner reserves the right to reject any or all the bids in part or full without assigning any reason whatsoever and does not bind itself to accept the lowest bid.

- i)** The bid shall be strictly as per the Conditions of contract. Bidder with any additional condition(s)/modifications shall be rejected.
- ii)** The acceptance of bid will rest with the Owner who does not bind itself to accept the lowest bid and reserves to itself the right to reject any or all the bids received without assigning any reason thereof. Bids in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

8.0 The time of completion of the entire work, as contained in contract shall be as mentioned in "NIB", which shall be reckoned from the 3rd day after issue of the Work Order by the Owner.

9.0 Canvassing whether directly or indirectly, in connection with bidder is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

10.0 The bid award, execution and completion of work shall be governed by bid documents consisting of (but not limited to) work order, NIB, Bill of Quantities, General Conditions of Contract, Technical specifications and Layout. The bidder shall be deemed to have gone through the various conditions of the site or any other condition which in the opinion of contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.

11.0 The Layout with the bid documents are bid Layout and are indicative only.

12.0 ADDENDA/CORRIGENDA

Addenda/Corrigenda to the bid documents may be issued prior to the date of submission of the bid to clarify or effect modification in specification and/or contract terms included in various bid documents. The bidder shall suitably take into consideration such Addenda/Corrigenda while submitting his bid. The bidder shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the bid document.

All addenda/ Corrigenda shall be signed and stamped on each page by the bidder and shall become part of the bid and contract documents.

13.0 SITE VISIT AND COLLECTING LOCAL INFORMATION

Before bidding, the bidder are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute complete scope of work. The bidder may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their bid prices. Bidder shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the Owner at a later date.

15.0 HANDING OVER & CLEARING OF SITE

16.0 The Contractor should note that work may be required to be carried out in constrained situations. Nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time.

17.0 The efforts will be made by the Owner to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the Owner shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the Owner shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc.

18.0 The information about the public utilities (whether over ground or underground) like electrical/telephone/water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation.

20.0 SCOPE OF WORK

20.1 The scope of work covered in this bid shall be as per the Bill of Quantities, Specifications, Layout, Instructions, Orders issued to the contractor from time to time during the pendency of work. The Layout for this work, which may be referred for bidding, provide general idea only about the work to be performed under the scope of this contract. These may not be the final Layout and may not indicate the full range of the work under the scope of this contract. The work will be executed according to the Layout and according to any additions/ modifications/ alterations/ deletions made from time to time by IITB. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of bidding and as actually required to be executed.

20.2 The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities.

21.0 CLARIFICATION AFTER BID SUBMISSION

Bidder's attention is drawn to the fact that during the period, the bids are under consideration, the bidder are advised to refrain from contacting by any means, the Owner and/or his employees/ representatives on matters related to the bid under consideration and that if necessary, the Owner will obtain clarifications from contractors in writing or as may be necessary.

22.0 ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference, contradiction, discrepancy, with regard to General conditions of contract, Specifications, Layout, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence and the decision of the Director IITB is final & binding.

- 22.1 Letter of Intent or Work Order along with statement of agreed variations and its enclosures, if any.
- 22.2 Bill of Quantities.
- 22.3 Layout
- 22.4 General Conditions of Contract.
- 22.5 Technical specifications as given in Bid documents.



INTERNATIONAL INSTITUTE OF INFORMATION TECHNOLOGY-BANGALORE

26/C, Electronics City, Hosur Road, Bengaluru: 560100

Project

Proposed Experience Centre for Advance Centre for Machine Intelligence & Robotics at IIIT-B for IIIT-B at 26/C, Electronics City, Hosur Road, Bengaluru: 560100.

Bid No. : IIITB/EXPCNTR/2018

SECTION – III

GENERAL CONDITIONS OF CONTRACT

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS

The Contract means the documents forming the bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Owner and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, Layout and instructions issued from time to time by the Architect and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

- a. **Owner** shall mean '**Indian Institute of Information Technology – Bangalore (IIITB)** and includes duly authorized representative of IIIT-B or any other person empowered in this behalf by IIIT-B to discharge all or any of its functions.
- b. **Approval** shall mean approved in writing including subsequent written confirmation of previous verbal approval from Owner.
- c. **Approved Equal** shall mean an alternative product or service approved by the Owner as being equivalent to that specified in the Contract Documents.
- d. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the bid.
- e. **Contractor** shall mean the individual, firm, LLP or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or LLP or company, or the successors of such firm or company and the permitted and authorized assignees of such individual, firm or company.
- f. **Contract value** means the sum for which the bid is accepted as per the letter of Intent / Work Order.
- g. **Layout** mean the Layout referred to in the contract document including modifications if any and such other Layout as may from time to time be furnished and/ or approved by Owner.
- h. **Date of Commencement of Work:** The date of start of contract shall be reckoned from 1st day after the date of issue of Work Order.
- i. **Language:** All documents and correspondence in respect of this contract shall be in English Language.
- j. **Work Order** shall mean the Owner's letter or notification conveying its acceptance of the bid subject to such conditions as may have been stated therein.
- k. **Day** means a Calendar day of 24 hours each.
- l. **Site** means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Owner.
- m. **Bid** means the Contractor's priced offer to the Owner for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Work Order. The word Bid is synonymous with Bid and the word Bid Documents with "Bidding Documents" or "offer documents".

- n. **Writing** means any manuscript typed, written, e-mail or printed statement under or over signature and/or seal as the case may be.
- o. **The Works** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- p. **The headings** in the clauses / conditions of bid documents is for convenience only and shall not be used for interpretation of the clause/ condition.
- q. **Singular and Plurals** shall mean the words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- r. **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Owner or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to the Architect's faulty design of works.
- s. **Market Rate** shall be the rate as decided by the Owner on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere in the bid document to cover, all overheads and profits.

2.0 MOBILIZATION ADVANCE

Mobilization advance up to maximum of amount as mentioned in "NIB" shall be paid to the contractor within 7 days on submission of irrevocable Bank Guarantee valid for contract period for an equivalent amount of the mobilization advance from a nationalized bank or all Commercial scheduled banks as per the enclosed Performa or Purchase & delivery of materials to IIITB site for an equivalent amount. The mobilization advance amount can be as per the percentage of the contract value mentioned in NIB or as requested by the contractor and supported by the Bank Guarantee whichever is lesser.

3.0 DEVIATIONS / VARIATIONS EXTENT AND PRICING

The Owner shall have power (i) to make any alterations in, omissions from, additions to or substitutions for, the original specifications, Layout, designs and instructions that may appear to him to be necessary during the progress of the work, (ii) to omit part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Owner and such alterations, omissions, additions, or substitutions shall form part of the contract as if originally provided therein and any altered, additions or substituted works which the contractor may be directed to do in the manner specified above as part of the work, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereunder provided:

- 3.1 The extra items include any work for which no rate is specified in the contract or the items that are completely new, and are in addition to the items contained in the contract, and then such work shall be carried out at the prevailing market rates approved by the Owner.

The contractor shall claim the rates supported by proper analysis, for the work

- 3.2 For extra items, Market Rates are to be determined on the basis of prevailing rates of Material (unless mentioned otherwise), relevant rate for Labour, market rates of Tools & Plants etc. plus 15% towards Contractors' Profits & Overheads plus applicable taxes

4.0 ESCALATION

No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

5.0 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

If it shall appear to the Owner, that any work has been executed with unsound, imperfect, or unskilful workmanship, the contractor shall rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be at his own cost.

6.0 ACTION IN CASE OF BAD WORK

If it shall appear to the Owner, that any work has been executed with a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall rectify, or remove and reconstruct the work so specified in whole or in part as the case may be at the risk and expense in all respects of the contractor.

7.0 CANCELLATION / TERMINATION OF CONTRACT IN FULL OR PART

In the event of the Contractor failing to keep to the agreed scheduled of Works, or in the event of the Contractor failing to complete the Works within the stipulated period, the Owner may, notwithstanding the provisions in Clause 5.6 above, terminate this Contract forthwith and employ at the Contractor's cost, another contractor or a sufficient number of workmen to complete the Works and this Contract is terminated.

8.0 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the right or remedies under this contract if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the contractor.

9.0 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

9.1 The time allowed for execution of the Works as specified in the NIB shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in NIB or the date on which the Owner issues written order/s to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid, the Owner shall without prejudice to any other right or remedy available in law, be at liberty to terminate this contract.

9.2 If the work(s) be delayed by:

9.2.1 force-majeure or

9.2.2 Abnormally bad weather, or

9.2.3 Serious loss or damage by fire, or

9.2.4 Civil commotion, local commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or

9.2.5 Delay on the part of other contractors or tradesmen engaged by the Owner in executing work not forming part of the Contract, or

9.2.6 Non-availability or break down of tools and plant to be supplied or supplied by the Owner or,

9.2.7 Any other cause which, in the absolute discretion of the Owner, is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Owner but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Owner to proceed with the works.

9.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case the Owner may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Owner in writing within a reasonable time from the receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Owner and the extension of time so given by the Owner shall be binding on the contractor.

10.0 TIME SCHEDULE & PROGRESS

10.1 Time allowed for carrying out all the works as entered in the bid shall be as mentioned in the NIB which shall be reckoned from the 3rd day from the date on which the Work Order is issued to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.

10.2 Contractor shall mobilize and employ sufficient resources for completion of all the works. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule.

11.0 TAXES AND DUTIES

11.1 Except as otherwise specifically provided in the contract, the contractor shall be liable and responsible for the payment, of all taxes, such as excise duty, custom duty, sales tax, GST including the purchase tax, consignment tax, work contract tax, service tax, entry tax or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, labour cess, levy and other tax(es) or duty(ies) which may be specified by local/state/ central government from time to time on all material articles which may be used for this work.

11.2 The imposition of any new and/or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax) is imposed by Statute, after the last stipulated date for the receipt of bid including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid. The contractor shall give a written notice thereof to the Owner that the same is given pursuant to this condition, together with all necessary information relating thereto.

11.3 The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor as applicable in the state of work.

11.4 In the event of decrease / relaxation and / or waiver of any of the existing / prevailing

tax(es), duties, levies, cess by Central / state Govt. Or any other statutory body(ies), after the last stipulated date for the receipt of bid including extension (if any), and the contractor thereupon has been paid or has raised claims of such tax(es), duties, levies, cess; such sums shall be recovered / deducted (from claims raised but which has not been paid) effective from the date as reckoned in the relevant statutory order / law / ordinance etc.

12.0 INCOME TAX DEDUCTION (TDS)

Income tax deductions shall be made from all payments made to the contractor including advances

against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.

13.0 GST / SALES TAX

The contractor shall comply with all the provisions of GST / SALES TAX Act applicable in the respective state. The contractor shall be registered with the applicable tax authority of the state / Union territory as applicable for the works. The contractor shall be responsible for submission of appropriate sales tax / GST to the authority and the Owner shall all times be kept indemnified for non fulfillment of the sales tax / GST obligations by the contractor including but not limited to registration, submission of tax & its returns at appropriate times and any other statutory obligation(s) in this regard as applicable.

14.0 INSURANCE OF WORKS

14.1 Contractor is required to take Contractor's All Risk (CAR) policy or erection all risk policy (as the case may be) from an approved insurance company and bear all costs towards the same for the full period of execution of works for the full amount of contract against all loss of damage from whatever cause arising other than **excepted risks** for which he is responsible under the terms of the contract and in such manner that the Owner and the contractor are covered during the period of construction of works.

- a. The work and the temporary works to the full value of such works.
- b. The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value.
- c. Insurance against any damage, injury or loss which may occur to any person or property including that of the Owner arising out of the execution of the works or temporary works.

14.2 INSURANCE UNDER WORKMEN COMPENSATION ACT

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof.

15.0 PAYMENTS

All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and/or accepted by the Owner.

The final bill shall be submitted by the contractor within 7 days of the completion of work, otherwise the Owner's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor.

16.0 CONTRACTOR TO SUPPLY TOOLS & PLANTS

The contractor shall provide at his own cost all materials, machinery, tools & plants as require for completion of work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract.

17.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:

17.1 All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.

17.2 It shall be entirely the Contractor's responsibility to provide, operate and maintain all

necessary equipment, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work.

17.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/or modification desired by him from the Owner before implementation.

17.4 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.

17.5 It is mandatory for the contractor to provide safety equipment and gadgets to his all workers, supervisory and Technical staff engaged in the execution of the work while working.

17.6 All designs, Layout, bill of quantities, etc., for all works shall be supplied to the contractor for their scope of work. However it shall be the duty and responsibility of the contractor to bring to the notice of Owner as to any variation, discrepancy or any other changes required and to obtain revised Layout and designs and / or approval of Owner for the same.

17.7 All contractors' plant, machinery and equipment shall be kept in perfect condition during currency of the contract.

18.0 RESTRICTION ON SUBCONTRACTING

The contractor may entrust specialist items of works like MEP services, HVAC and Data & Communication networking, interiors etc. to the agencies specialized in the specific trade.

19.0 FORCE MAJEURE

The parties to this Contract shall not be responsible for any failure of performance or delay in performance of their obligations hereunder, if such failure or delay shall be a result of acts of God, or of public enemy, restraints of sovereign state, fires, floods, earth quake, epidemic, any Government directive relevant to this Contract or due to war, hostility, riots or civil commotion, lawful strikes and lock-out, arrests.

Notwithstanding the foregoing, Event of Force Majeure shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the Project including the monsoon season, (b) any Site condition or event arising therefrom.

If the Works be delayed by then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Owner but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Owner.

Of any such case the Owner may only give a fair and reasonable extension of time for completion of the Works.

20.0 NO COMPENSATION CLAUSE

The contractor shall have no claim whatsoever for compensation or idle charges against the Owner on any ground or for any reason, whatsoever.

21.0 DIRECTION FOR WORKS

All works under the contract shall be executed under the direction and subject to approval in all respect of the Owner who shall be entitled to direct at whatever point or points and in whatever manner works are to be commenced and executed.

22.0 WATER AND ELECTRICITY

22.1 **Electricity:** The Owner will provide Electricity and contractor shall make his own arrangement for connections to their equipment in the site. The contractor shall also make standby arrangement for electricity to ensure un-interrupted supply. No extra cost will be reimbursed or paid other than what is mentioned in the bid BOQ.

22.2 **Water:** The Owner will provide sources of water at the premises and the contractor will have to make his own arrangement at his own cost to pump, transit, store and distribution of water. The contractor shall also make standby arrangement for water in case of any problem at the source to ensure un-interrupted supply.

23.0 WATCH, WARD AND LIGHTING OF WORK PLACE

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, Obstructions, lights, watchmen etc. during the progress of work as per site conditions.

24.0 BILL OF QUANTITIES

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site. No item which is not covered in the bill of quantities shall be executed by the Contractor without the approval of the Architect / Owner.

25.0 WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the Owner.

The compliance of observations/improvements as suggested by the Owner shall be obligatory on the part of the Contractor at the cost of contractor.

26.0 CO-ORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute, the decision of the Owner shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

27.0 SITE CLEARANCE

27.1 The contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the work to the Owner, the contractor shall remove all temporary structures scaffolding rubbish, debris, left over materials tools and plants, equipment etc.,

27.2 The contractor shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc., touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the rates quoted by the contractor shall be deemed to have included the same.

27.0 POSSESSION PRIOR TO COMPLETION

27.1 The Owner shall have the right to take possession of or use any completed or partially

completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the contract agreement. If such prior possession or use by the Owner delays the progress of work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly. The decision of the Owner in such case shall be final binding and conclusive.

27.2 The contractor shall prepare 'as built' Layout for the required packages to show each and every change from the updated contract Layout and shall be submitted to the Owner within 30 days of the completion. All costs incurred in this respect shall be borne by the contractor.

28.0 EMPLOYMENT OF PERSONNEL

- 28.1 The contractor shall employ as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way are associated with the works.
- 28.2 In case the Owner observed misconduct negligence or incompetence etc. on the part of any representative, agent, servant and workmen or employees etc. of the contractor, the Owner shall have full power and without giving any reason to the contractor, instruct the contractor to remove such engineer / staff / worker from site.

29.0 TECHNICAL STAFF FOR WORK

The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by the Owner to take instructions.

30.0 LABOUR LAWS

30.1 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the contract labour (Regulation & Abolition) Act 1970 and the contract labour Act (Regulation & Abolition) Central Rules 1971 and amended from time to time, and continue to have a valid license till the completion of the project.

Any failure to fulfill above requirement shall attract the penal provisions of this contract arising out the resultant for non execution of the work before the commencement of work. No labour below the age of 18 years shall be employed on the work.

30.2 LABOUR SAFETY PROVISION

The contractor shall be fully responsible to observe the labour safety provisions. The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work.

30.3 OBSERVANCE OF LABOUR LAWS

The Contractor shall submit proof of having valid EPF registration certificate. He shall submit to the Owner a statement showing the recoveries of contributions in respect of each employee employed by or through him.

30.4 MINIMUM WAGES ACT

The contractor shall comply with all the provisions of the minimum wages Act, 1948, contract labour Act (Regulation & Abolition) 1970, and rules framed there under and other labour laws / local laws affecting contract labour that may be brought into force from time to time.

31.0 LAW COVERING THE CONTRACT

This contract shall be governed by the Indian laws for the time being in force.

32.0 LAWS, BYE-LAWS RELATING TO THE WORK

The contractor shall strictly adhere by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

33.0 CONTRACT AGREEMENT

The Contractor shall enter into a Contract Agreement with the Owner within the days as may be granted by Owner.

34.0 MANNER OF EXECUTION OF AGREEMENT

34.1 The agreement as per prescribed Performa as enclosed shall be signed at the office of the Owner within the days as mentioned by the Owner from the date of issue of Work Order. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney and the requisite documents/ materials. Unless and until a formal contract is prepared and executed, the Work Order read in conjunction with the Bid Documents will constitute a binding contract.

34.2 The agreement will be signed in two originals and the Contractor shall be provided with one signed original and the other original will be retained by the Owner.

35.0 JURISDICTION

The agreement shall be executed at Bangalore on non-judicial stamp paper purchased in Bangalore and the courts in Bangalore alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

56.0 ARBITRATION

Any disputes and differences of any nature arising from this project shall be referred to an arbitrator/ panel of arbitrators mutually agreed by both parties. The arbitration shall be held under Arbitration & Conciliation Act 1996 and statutory modification thereto. The decision of the arbitrator/s shall be binding upon the parties concerned and the decision of the arbitrator/s shall be final on every matter arising hereunder.



INTERNATIONAL INSTITUTE OF INFORMATION TECHNOLOGY-BANGALORE

26/C, Electronics City, Hosur Road, Bengaluru: 560100

Project

Proposed Experience Centre for Advance Centre for Machine Intelligence & Robotics at IIIT-B for IIIT-B at 26/C, Electronics City, Hosur Road, Bengaluru: 560100.

Bid No. : IIITB/EXPCNTR/2018

SECTION – IV

FORMATS

ACCEPTANCE OF BID CONDITIONS

(On the letter head of the company and signed by the authorized officer having power of attorney)

To:

**The Registrar,
International Institute of Information Technology Bangalore (IIITB),
26/C, Electronics City, Hosur Road,
Bengaluru: 560100.**

Sir,

Ref: BID No.: IIITB/EXPCNTR/2018

Sub: Bid for the execution of Execution of Interiors, Electrical Light Fixtures & Electrical work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection System, Access Control System and CCTV for it's new Experience Centre for Advance Centre for Machine Intelligence & Robotics at IIIT-B at Academic block at IIITB, 26/C, Electronics City, Hosur Road, Bengaluru: 560100

- i) This has reference to above referred bid. I/We are pleased to submit our bid for the above work and I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work.
- ii) I/we are eligible to submit the bid for the subject bid and I/We are in possession of all the documents required.
- iii) I/We have viewed and read the terms and conditions of this bid carefully including the following documents forming part of the bid document:
 - a) Notice Inviting bid
 - b) Instructions to bidder
 - c) General Conditions of Contract
 - d) All formats for BG, Covering letters and agreements
 - e) Bill of Quantities
 - f) Bid Layout
 - g) Corrigendum, if any
- iv) Should this bid be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in bid documents elsewhere and in default thereof, to forfeit and pay the Owner, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting bids and bid documents.
- v) If I/we fail to commence the work the 3rd day of issue of Work Order and/or I/we fail to sign the agreement as per Clause/Clauses of Contract and/or I/we agree that the Owner shall, without prejudice to any other right or remedy, be at liberty to cancel the Work Order and terminate the contract award.

Yours faithfully,

(Signature of the bidder with rubber stamp)

Dated _____

Ref:

Date:

COVERING LETTER FOR BID

(On the Letterhead of the Company with duly signed & sealed on all pages by the authorized officer and submitted along with the enclosures in the Price bid cover)

To:

**The Registrar,
Institute of Information Technology Bangalore (IIITB)**
26/C, Electronics City, Hosur Road,
Bengaluru: 560100.

Dear Sir,

Bid Ref. No.: IIITB/EXPCNTR/2018

Project : Bid for the Execution of Interiors, Electrical Light Fixtures & Electrical work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection System, Access Control System and CCTV for it's Experience Centre for Advance Centre for Machine Intelligence & Robotics at IIIT-B at Academic block at IIITB, 26/C, Electronics City, Hosur Road, Bengaluru: 560100

Subject : **Bid**

As per the Terms and Conditions of the above said bid, as a fulfillment of our bid, please find enclosed the following:

1. Hard copy of the duly filled BOQ including Corrigendums.

I/we agree that the Owner reserves the right to reject our bid in case not found satisfactory without giving any explanations whatsoever.

Thanking you,
Yours faithfully,

(Signature of the Bidder with rubber stamp)

Dated: _____

CONTRACT AGREEMENT

(On Non Judicial Stamp paper of Rs. 100/-)

This agreement made this day of2018, between the **Institute of International Institute of Information Technology Bangalore (IIITB)**, having its Registered Office at 26/C, Electronics City, Hosur Road, Bengaluru, Karnataka 560100. (hereinafter referred to as the “**IIITB/Owner**” which expression shall include its administrators, successors, executors and assigns) of the one part and**(NAME OF CONTRACTOR)** (hereinafter referred to as the ‘Contractor’ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, **IIITB**, has desirous of Execution of Interiors, Electrical Light Fittings & Electrical Work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection, Access Control & CCTV for it’s Experience Centre of Advance Centre for Machine Intelligence and Robotics at Academic block, Phase 1 at 26/C, Electronics City, Hosur Road, Bengaluru, Karnataka 560100 (hereinafter referred to as the “**PROJECT**”), had invited bids as per Bid documents vide **Bid Ref. No.: IIITB/EXPCNTR/2018**.

AND WHEREAS **(NAME OF CONTRACTOR)** having its Registered Office at had participated in the above referred bid and the Owner has accepted their aforesaid bid and award the contract for Execution of Interiors, Electrical Light Fittings & Electrical Work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection, Access Control & CCTV for it’s Experience Centre of Advance Centre for Machine Intelligence and Robotics at Academic block, Phase 1 at 26/C, Electronics City, Hosur Road, Bengaluru, Karnataka 560100 on the terms and conditions contained in its Work Order No.____and the documents referred to therein, which have been unequivocally accepted by **(NAME OF CONTRACTOR)** resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

IIITB has awarded the contract to **(NAME OF CONTRACTOR)** for the Execution of Interiors, Electrical Light Fittings & Electrical Work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection, Access Control & CCTV for it’s Experience Centre of Advance Centre for Machine Intelligence and Robotics at Academic block on the terms and conditions in its Work Order No.. _____ dated _____ and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid Work Order. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the

following documents attached herewith (hereinafter referred to as "Contract Documents").

a) Bid Ref. No.: IITB/EXPCNTR/2018 and bid documents consisting of:

Volume I: Bid Terms and Conditions

- i) Section I: Notice Inviting Bid
- ii) Section II: Instructions to Bidder
- iii) Section III: General Conditions of Contract (GCC) with amendments to GCC (if any) issued.
- iv) Section IV: Formats

Volume III: Duly filled Bill of Quantities along with amendments if any.

Volume III: Layout

b) **(NAME OF CONTRACTOR)** letter proposal dated _____ and their subsequent communication:

i) Letter of Acceptance of Bid Conditions dated _____

ii) Covering letter for Technical bid

iii) Covering letter for Price bid

2.2 IITB's detailed Work Order No. _____ dated _____ including Bill of Quantities etc.,

2.3 All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the bid documents and what has been specifically agreed to by IITB in its Work Order. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "BID" but not agreed to specifically by IITB in its Work Order, shall be deemed to have been withdrawn by the Contractor without any cost implication to IITB. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

ARTICLE 3.0 – CONDITIONS & CONVENANTS

3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in IITB's Work Order No. _____ dated _____ are to be read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract as well as the instructions issued by the Architect / Owner from time to time.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.

3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.

3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.

3.5 This agreement constitutes full and complete understanding between the parties. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs. _____ (Rupees _____ only), which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 – GOVERNING LAW AND JURISDICTION

4.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Bangalore Court (s) only.

4.2 Arbitration

Any disputes and differences of any nature arising from this project shall be referred to the Project Management Team as sole arbitrator appointed by IIITB, Bangalore. The arbitration shall be held under Arbitration & Conciliation Act 1996 and statutory modification thereto. The decision of the arbitrator shall be binding upon the parties concerned and this decision shall be final on every matter arising hereunder.

4.3 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned.

For and on behalf of:

(NAME OF CONTRACTOR)

WITNESS:

1.

For and on behalf of:

M/s. Institute of International Institute of Information
Technology Bangalore (IIITB)

WITNESS:

1.

**PROFORMA OF BANK GUARANTEE
(FOR MOBILIZATION ADVANCE)**

(On Non Judicial Stamp paper of Rs. 100/-)

To:

International Institute of Information Technology Bangalore (IIITB),
26/C, Electronics City, Hosur Road,
Bengaluru: 560100.

1.0 In consideration of the **International Institute of Information Technology Bangalore (IIITB)**, having its Registered Office at 26/C, Electronics City, Hosur Road, Bengaluru: 560100 (hereinafter called "IIITB/Owner" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of **Bid Ref. No.: IIITB/EXPCNTR/2018** dated made between and IIITB in connection with **Bid for Execution of Interiors, Electrical Light Fittings & Electrical Work, D&V Networking, HVAC Lowside work, LV Systems, Fire Detection, Access Control & CCTV for it's Experience Centre of Advance Centre for Machine Intelligence and Robotics at Academic block, Phase 1 at 26/C, Electronics City, Hosur Road, Bengaluru, Karnataka 560100** (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to IIITB, we the..... Bank Ltd., (hereinafter referred to the "the said Bank") and having our registered office at..... do hereby guarantee the due recovery by IIITB of the said advance as provided according to the terms and conditions of the Contract. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from IIITB stating that the amount claimed is due to IIITB under the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the contractor under this guarantee and Bank agree that the liability of the contractor to pay IIITB the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

2.0 We, Bank further agree that IIITB shall be the sole judge of and as to whether the amount claimed has fallen due to IIITB under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by IIITB on account of the said advance together with interest not being recovered in full and the decision of IIITB that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by IIITB shall be final and binding on us.

3.0 We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till IIITB certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that IIITB shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.

4.0 This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of IITB and liabilities of Contractor arising up to and until.....

5.0 IITB shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to IITB and the said Bank shall not be released from its liability under these presents by any exercise by IITB of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of IITB or any indulgence by IITB to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

6.0 It shall not be necessary for IITB to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which IITB may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

7.0 We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of IITB in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated thisday of.....

For and on behalf of Bank

(NAME AND DESIGNATION)

Dated: