

NOTICE INVITING TENDER FOR

**Providing Manpower for Maintenance Services or the year 2024-25
at Sahyadri & Nila Campus, IIT Palakkad**

NIT No. 17/IITPKD/EWD/CIVIL/2023-24/068

S. No.	Events	Date and Time
1	Notice Inviting BID (NIT) No.	17/IITPKD/EWD/CIVIL/2023-24/068
2	Date of Publication	28-03-2024
3	Date / Time of closing	10-04-2024, 1500 hrs
4	Opening of Technical cum eligibility Bids	10-04-2024, 1530 hrs
5	Estimated Cost put to bid	Rs.12,75,000/-
6	Earnest Money Deposit (EMD)	Rs.25,500/-

Engineering works Division
Indian Institute of Technology Palakkad
Kanjikode West, Palakkad – 678 623
Email: ewd@iitpkd.ac.in

Indian Institute of Technology Palakkad an Autonomous Institution under Ministry of Education, Govt. of India invites online tender under Two-Bid System (Cover 1 - Eligibility Bid and Cover 2- Financial Bid) for Providing Manpower for Maintenance Services or the year 2024-25 at Sahyadri & Nila Campus, IIT Palakkad as per the details given in Annexure - I.

1	Name of work	Providing Manpower for Maintenance Services or the year 2024-25 at Sahyadri & Nila Campus, IIT Palakkad
2	Estimate Cost put to Tender	Rs.12,75,000/-
3	Earnest Money Deposit (EMD)	Rs.25,500/-
4	Duration Period	6 Months
5	Validity of the tender	75 days
6	Last Date for Submission of e-Tender	10-04-2024, 1500 hrs
7	Date of Opening of the Eligibility document	10-04-2024, 1530 hrs
8	Date of opening of the financial bid	Will be intimated later to eligible bidders through online in E- Wizard portal

DEFINITION

Officer inviting tender : Chairman, EWD

Engineer in charge : Executive Engineer (Civil), EWD

Accepting authority : Chairman, EWD

Time allowed for submission of Performance security : 7 days Maximum allowable extension with late fee at the rate of 0.1% of PS per day beyond the period of 7 days - 5 days.

No of days from the date of issue of letter of acceptance for recurring date of start : 7 days

Instructions to Bidders including Terms and Conditions

1. GENERAL

- 1.1. Indian Institute of Technology Palakkad (hereinafter called "IITPKD") invites online item rate tenders under two-bid System. The bid document consists of a schedule of quantities of various items to be executed, scope of works, terms and conditions of the contract and other necessary documents can be seen and downloaded from <https://mhrd.euniwizarde.com/>
- 1.2. The bids will be opened by the competent authority of IIT Palakkad on behalf of the IIT Palakkad
- 1.3. The bids shall be submitted online in MHRD Portal (<http://mhrd.euniwizarde.com/>)
- 1.4. The responsibility of submission of the bids on or before the last date shall rest with the tenderer
- 1.5. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 1.6. The bidder shall bear all costs associated with the preparation and submission of his bid and IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 1.7. IITPKD will respond to any request for clarification or modification of the Tender Document that is received up to FIVE (05) days prior to the deadline for submission of bids prescribed by IITPKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify IITPKD in writing at the address mentioned. Any such clarification, together with all details on which the clarification had been sought, will be published on the E-Wizard website
- 1.8. Except for any such clarification by the Institute, which is expressly stated to be an addendum/Corrigendum to the tender document issued by the Chairman, EWD, IIT Palakkad, no written or oral communication, presentation, or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute

2. EARNEST MONEY DEPOSIT (EMD)

- I. The bidder shall furnish EMD of Rs. 25,500/- (Rupees Twenty Five Thousand Five Hundred Only) through an online payment gateway in the E-Wizard.
- II. Bids without paying the EMD in gateway of E- Wizard portal shall be DISQUALIFIED.
- III. EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.
- IV. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest by the 30th day after the award of the contract.
- V. 100% EMD shall be forfeited
 - a. if the bidder withdraws his bid after opening of the bid during the period of validity of the tender.
 - b. if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Institute.
 - c. if the successful bidder fails to execute the Contract on specified timeline
- VI. The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro & Small Enterprises (MSEs) are exempted from furnishing the EMD. Self-attested photocopy of valid registration certificate issued by competent authority for "**Supplying Highly skilled, Skilled, semi-skilled and unskilled manpower are exempted from payment of EMD**" to be uploaded with the eligibility bid for exemption of EMD

3. ADDENDUM / CORRIGENDUM IN THE TENDER DOCUMENT

- i. At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s)/ Corrigendum
- ii. Addendum/Corrigendum will be intimated through the E- Wizard portal and the bidders shall ensure that the addendums are carried out in the bid before submission. The addendums will not be published in newspapers. Bidders should regularly visit the E-Wizard portal to keep themselves updated.
- iii. No extension in the bid due date/ time shall be considered on account of delay in submission of bid.

4. DOCUMENTS COMPRISING THE BID: All bids must be substantially responsive and shall comprise the following:

4.1 ELIGIBILITY BID:

- a. Proof of Payment for Earnest Money Deposit (EMD).
- b. The Eligibility and the Financial Bids shall be submitted ONLINE through the portal mentioned as Cover 1 and Cover 2.
- c. Bidder's company related information. The bidder should furnish photocopies of the PAN, GST and TIN.
- d. Digitally signed tender document should be submitted in Cover One
- e. The vendor must have a registered office in South India (Kerala/ Tamilnadu / Karnataka/ AndhraPradesh/ Telangana) with trained personnel. Details of the same must be provided.
- f. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
 - i. Employment of Children Act
 - ii. Workmen compensation Act
 - iii. Contract Labour (Regulation & Abolition) Act 1970.
 - iv. Minimum Wages Act
 - v. Employee Provident Fund Act & Misc. Provisions Act
 - vi. ESI Act, Payment of Bonus Act
 - vii. Any other act or legislation as may be in force from time to time

As and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

4.2 FINANCIAL BID:

- g. The bidder shall download Annexure I, II & III from the website, quote the rate for and amount in the Annexure I.
- h. Price shall be inclusive of all taxes, however statutory increase/decrease if any will be paid/recovered while making the payments.
- i. Employer contribution of EPF/ESI will be reimbursed against evidentiary proof.

Note : All Eligibility and Financial bid documents should be submitted online through E-Wizard MHRD Portal.

5. PERIOD OF VALIDITY OF BIDS: Bids shall remain valid for a period of 75 days after the date of deadline for submission of bids prescribed by the Institute.

6. DEADLINE FOR SUBMISSION OF BIDS: The IITPKD may, at its discretion, extend this deadline for submission of bids in which case all rights of the Owner and all obligations of the Bidders will thereafter be subject to the deadline as extended.

7. OPENING AND EXAMINATION OF BIDS

- 7.1. The Eligibility bids will be opened on the prescribed date and time as mentioned in the Bid document. Bidders or their representative may be present during the opening of Eligibility bid, if they wish to be present.

- 7.2. The Institute will evaluate the technical bids for the eligibility criteria. Those bids, who satisfy the eligibility criteria will be considered for opening their financial bids. Those bids which are found to be either non-responsive, not satisfying the eligibility criteria will not be considered for opening their financial bids and will be rejected.
- 7.3. The date of opening of financial bid (cover 2) will be intimated later to the eligible bidders through E- wizard portal
- 7.4. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, *the unit or subtotal price shall prevail* and the total price shall be corrected. If there is a discrepancy between words and figures, *the amount in words shall prevail*. If a Bidder does not accept the correction of errors, the bid will be rejected and its EMD may be forfeited.
- 7.5. If a bid is not substantially responsive, it shall be rejected by the IITPKD and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 7.6. The IITPKD determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

8. CLARIFICATION OF BIDS: During the bid evaluation, the Institute may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be through ONLINE mode ONLY and no change in the price or substance of the bid shall be sought, offered or permitted

9. EVALUATION OF RESPONSIVE BIDS: The IITPKD will evaluate the bids that have been determined to be substantially responsive.

10. AWARD CRITERIA

The competent authority on behalf of the IIT Palakkad does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed conditions is not full fill including that of conditional rebate is put forth by the bidders shall be summarily rejected. The competent authority on behalf of the IIT Palakkad reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform at the rates quoted

11. CONTRACT AGREEMENT

On receipt of work Order from the Chairman (EWD), the successful bidder shall sign with the date on each page of the work order and return it to the Chairman EWD, along with the Performance Security. Copy of Work Order duly signed by the successful Bidder on each page shall constitute the Contract Agreement.

12. PERFORMANCE SECURITY

Within SEVEN DAYS of receipt of notification of award from the Chairman EWD, the successful Bidder shall furnish the performance security equal to 5% of the Contract value The Performance Security shall be valid all along the contract period and shall extend up to sixty (60) days after the date of completion of work accepted by the Engineer in Charge. The performance security shall be a bank guarantee (in the format as provided in (in the format as provided in Annexure-IV of the bidding documents) issued by any Scheduled Bank in India acceptable to the Purchaser or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD. The performance security shall be returned to the contractor not later than fifteen (15) days after its expiration.

13. CONTRACT DOCUMENTS

All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

The order of precedence of the Contract documents shall be as follows:

1. Contract Agreement
2. All other Forms

3. Bid documents

14. AMENDMENT TO CONTRACT

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract

15. CONTRACTORS RESPONSIBILITIES

The Contractor's obligations involve: The work shall be executed as per Schedule of quantity / as per indian oil corporation guideline and as per direction of Engineer /officer in charge of IIT Palakkad. The contractors are advised to make site visits before participating in the tender. No such escalation claims will be entertained once taken up the work for any items mentioned in the schedule of quantity. The supplying materials related to work completion, necessary transportation permits should be taken care of by the contractor. The work to be completed by the contractor at site including loading unloading transportation, handling & rehandling and required manpower charges etc.

16. TIME ALLOWED FOR CARRYING OUT THE WORK

The time allowed for carrying out the work will be **Six months** from the date of start. The date of start shall commence from the 7th day of issue of work order. The agency shall complete the work within the period specified in the tender document and sign the work order or within the period mutually agreed between Institute and Contractor.

17. TAXES AND DUTIES

The Contractor should ensure payment of all taxes, GST, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract. Nothing extra shall be paid on any account. Rates quoted shall be inclusive of all taxes and duties

18. ASSIGNMENT: The Contractor shall not, without the prior written consent of the Owner, assign to any third party, the Contract or any part thereof.

19. GOVERNING LAW: The Contract shall be governed by and interpreted in accordance with the laws of India.

20. SETTLEMENT OF DISPUTES : Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad.

21. Indian Institute of Technology Palakkad reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever. No further correspondence in this regard will be entertained.

22. ACCEPTING AUTHORITY : The accepting authority - Chairman, EWD

SCHEDULE OF QUANTITY

Name of Work : Providing Manpower for Maintenance Services or the year
2024-25 at Sahyadri Campus & Nila Campus, IIT Palakkad

Sl. No	Description of items	Qty	Period
1	Providing manpower for day to day maintenance for attending the maintenance / repair work in water supply line, STP line, Sewer line, Irrigation line, Valves and fittings, terrace tanks and other plumbing related services inside and outside buildings within the IIT Palakkad premises as per the time schedule given in the tender document.		
1.1	Skilled workers: Plumbers, Carpenters		
1.2	Unskilled workers: Helpers	6	Months

Note:

1. EPF and ESI payment made by the agency to the employees will be refunded against evidentiary proof.
2. TDS @ 2% will be deducted as per Circular No.65/39/2018-DOR, Dated 14.09.2018 from Ministry of Finance

ANNEXURE II
ADDITIONAL TERMS AND CONDITIONS

1. The bidder/contractor shall have to abide by the Institute Security Rules. Proper discipline shall have to be maintained at site of work. The identity of staff engaged in work will be verified at the entrance gate. The staff shall not be changed frequently after issuing security passes.
2. The bidder is advised to visit the site before quoting and get acquainted with the scope of the work.
3. The Institute shall be at liberty to terminate the contract in between also by giving a notice of 30 days if the performance of the agency is found unsatisfactory or any of the conditions of the contract is violated and the decision of the Institute in this respect shall be final and binding on the contractor and no claim of the contractor of being put to loss shall be entertained by the department because of premature termination of the contract.
4. The following staff shall be deputed for operation and maintenance.

	Morning shift	Evening shift	Night shift	General Shift
	6 AM to 2 PM	2 PM to 10 PM	10 PM to 6 AM	9 AM to 5 PM
Plumber	2 No	2 No	1 No	Nil
Helper	Nil	Nil	Nil	2 Nos

5. The staff to be engaged by the contractor shall have the following **qualification**:-
 - a) **Should having minimum ITI in Fitter / Plumbing trade with 2 years work experience in similar trade**
 - b) Helper: 10th Pass / Fail.
 - c) **The salary and travel expenses of the employees posted at site shall be made before 5th of every month.**
6. The timing of shift duty can be changed by the Engineer In-charge as per site requirement.
7. The firm/contractor shall keep the system operational on 24 hours basis & in healthy condition including Sundays & all kinds of holidays. No extra payment on account of working on Holidays and on National holidays shall be made to the firm.
8. The contractor shall submit the biodata, complete with educational qualification, one passport photograph in respect of the staff deployed on the work to the Engineer In-charge before commencement of work or whenever an employee is changed.
9. In the absence of duty the **recovery** at the rate of Rs.990/- **for plumbers and Rs.830/- per day** for helper will be made from the bill.
10. The contractor shall be fully responsible for the integrity and character of the staff engaged. Any staff not considered suitable for the job by the Institute shall have to be changed immediately by the contractor.
11. Any fault in the lines/ fittings shall be informed to the Engineer-in-charge or his authorized representative immediately. The agency should notify the single point of contact for this purpose.
12. All the required material for replacement including consumables and T&P (only ladders) required for the day-to-day maintenance work will be issued by the IIT Palakkad.

13. **Payment shall be made on a monthly basis against submission of Invoice and certification by the Engineer in Charge for the satisfactory performance.**
14. **Payment of wages: The contractor shall pay his workers' wages not less than the applicable minimum wages and all other statutory dues like EPF, ESI, bonus, etc., throughout the tenure of the contract.**
15. In the event of revision of minimum wages or any amendment in the labor laws for up on and payment of statutory benefit either by Government of India or Government of Kerala, the rate proposal shall be amended by mutual agreement and the same form part of this contract.
16. While carrying out the works, the contractor shall take adequate care and observe relevant safety precautions. Necessary safety gadgets shall be provided by the Contractor to comply with statutory regulations. He shall indemnify Sahyadri and Nila Campuses of IIT Palakkad against claims for compensation in this regard. Within 15 days of placing the order, he should arrange for training for the personnel engaged by him on preventive maintenance, safety regulations, safety precautions and general idea about operation of equipment, pre and post hazard activities.
17. Any damage caused to Sahyadri and Nila Campuses of IIT Palakkad's Installations by workers employed by the Contractor during the course of execution of the work shall be made good to the satisfaction of the Engineer In-charge, failing which, the same will be recovered from the Contractor's bill if proper justification is not given by the contractor. However, the decision of Engineer In-charge is final and binding on the Contractor.
18. Necessary PPE items like safety gloves, safety shoes etc shall be issued to all employees and First aid boxes shall be provided in plant rooms and all necessary items shall be maintained in the box at all times.
19. All staff should wear uniform with badge & name plate complete with name of the firm otherwise recovery @100/- per person per day shall be made from contractor's bill. Uniform and safety shoes must be issued every year.
20. If the performance/ integrity of any worker deputed by the contractor on the work is observed unsatisfactory, the worker shall be replaced within 48 hrs. The decision of the Engineer in charge in this respect shall be final and binding on the contractor.
21. The contractor shall have to adopt all the safety precautions while executing the work and no claim shall be entertained by the Engineering Department in case of any accident while carrying out the work.
22. The duty of staff shall be as per requirement of site & direction of Engineer-in-charge..
23. The workers engaged by the agency will be utilized for all types of electrical/mechanical addition alteration/modification works of all campuses for IIT for which nothing will be paid extra.
24. The Institute shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Security deposits of the Contractor.
25. **Termination of The Contract:-**

The contract may be terminated in any of the following contingencies:

a) On the expiry of the contract period, without any notice;

OR

b) On giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;

OR

c) On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.

OR

d) On Contractor being declared insolvent by the competent Court of Law without any notice;

26. No party shall be allowed to be represented by the lawyer during any investigation, inquiry, dispute or appeal.

27. The Courts at Palakkad only shall have the jurisdiction for the purpose of this agreement.

28. Settlement 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, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

I. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chairman (EWD), or where there is no Chairman (EWD) request the Director, IIT Palakkad who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The **Dispute Redressal Committee (DRC)** give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from Chairman (EWD) / Director, IIT Palakkad.

The constitution of the Dispute Redressal Committee (DRC) shall be as indicated in bid. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. The DRC will submit its decision to the concerned Chairman (EWD) / Director, IIT Palakkad for acceptance. Chairman (EWD) in a time limit of 30 days from receipt of DRC decision will convey acceptance or other wise on the said decision .If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the Chairman (EWD) / Director, IIT Palakkad fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (Chairman (EWD) the neither party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), Chairman (EWD) / Director, IIT Palakkad or on expiry of aforesaid the time limits available to DRC / Chairman (EWD) / Director IIT Palakkad may give notice to the Chairman (EWD) / Director, IIT Palakkad for appointment of arbitrator under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration. Director , IIT Palakkad shall be Appointing Authority to appoint the sole arbitrator within 30 days of receipt of such a request and refer such disputes to arbitration. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the Chairman (EWD) / Director, IIT Palakkad on the finding / recommendation of DRC. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. This fee shall be shared equally by parties The place of arbitration shall be Palakkad.

30. The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over whenever required by IIT Palakkad.

31. The contractor will be responsible for opening the individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.

32. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with IIT Palakkad.

Annexure III

Other Details:

- I. Name of the Bidder :

- a. Full postal address
- b. Full address of the premises
- c. Telephone number
- d. Type of firm: Propriety/ Private/ Private Ltd/ MNC/ Cooperative /Govt. undertaking
- e. Name of the proprietor /Partners
- f. Firm Registration No.
- g. Year of starting
- h. PAN Number
- i. TIN Number
- j. GST Number
- k. Bank Account Details for receiving payment for the work done raised

The terms and conditions are acceptable to me/us.

Signature and seal of the bidder

Annexure- IV
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Indian Institute of Technology Palakkad (hereinafter called "the Owner") of the other part.

2. Whereas the Owner has awarded the contract for Supply, Installation, Commissioning, Integration and Validation

of _____ (name of the equipment) (hereinafter called the contract) to

_____ (hereinafter called the Contractor); (Name of the Contractor)

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Owner a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Owner the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned Contract with the Owner, the Bank is engaged to pay the Owner, any amount up to and inclusive of the aforementioned full amount upon written order from the Owner to indemnify the Owner for any liability of damage resulting from any defects or shortcomings of the Contractor under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Owner immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Contractor. The Bank shall pay to the Owner any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period).

7. At any time during the period in which this Guarantee is still valid, if the Owner agrees to grant a time extension to the Contractor or if the Contractor fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Owner and at the cost of the Contractor.

1. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

2. The neglect or forbearance of the Owner in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Owner for the payment hereof shall in no way relieve the bank of its liability under this deed.

3. The expressions "the Owner", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month & Year) being herewith duly authorized. For and on behalf of the _____ Bank.

Signature of Authority

Bank official Name: Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

Annexure - V

Declaration

We hereby certify that we have read all the tender documents uploaded in the web site and submitted the required eligibility documents/ Price bid based on the same.

Signature and seal of the bidder

Annexure - VI

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH
REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

We hereby confirm and declare that we, M/s -----, is not
blacklisted/ De-registered/ debarred by any Government department/ Public Sector
Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken
the works/ Services

For -----

Authorized Signatory

Date: