

**CENTRE FOR INDUSTRIAL CONSULTANCY AND SPONSORED RESEARCH (IC&SR)
IIT MADRAS, CHENNAI 600 036**

BID INVITATION

For and on behalf of IC & SR, IIT Madras sealed tenders are invited in **TWO COVER SYSTEM** (TECHNICAL BID AND FINANCIAL BID) for the work briefly described hereunder:

1)	Description	“Condition Assessment of concrete for evaluation of residual strength in the Reinforced Concrete Structural Elements wherever required at the berths in any Major/Non Major port”
2)	Specification No.	OED/2019/11/NTCPWC/KMUR
	Tende Reference no.	OED/KMUR/072/2019
3)	Earnest Money Deposit	Rs.2,00,000/- (Rs. Two lakhs only) in the form of DD drawn issued by any nationalized /commercial bank in favor of "The Registrar, IIT Madras", Chennai. The DD shall be enclosed in the Technical Bid failing which tender will be summarily rejected. If the contractor/Tenderer withdraw their offer in the course of tendering process after submission and /or fails to undertake the above work after issuance of the work order or letter of acceptance, the EMD furnished shall be forfeited without any further correspondence or reference to the contractors /Tenderers.
4)	Pre-bid Meeting	1500 hours IST on 06 th March 2019
5)	Last date for submission of bids	1600 hours. IST On 14 March 2019
6)	Method of submission of Tender	The tenders shall be submitted under Two cover system (i.e. Technical Bid and Financial Bid) Technical Bid: Technical bid shall contain only the technical details/specifications, balance sheets along with the copies of the work orders/completion certificate for the works completed in the past three years for works relating to condition assessment of concrete structural elements of the existing berths at Major & non-major ports Financial Bid: The Financial bid shall contain item-wise price for each item. The rates quoted shall cover all commercials aspects and including mobilization of equipment, cost of fuel, consumables, labor/manpower charges, transportation, payment terms etc. and shall be exclusive of Taxes and duties which will be paid/reimbursed by IIT Madras as applicable. However the tenderers shall mention applicable taxes and their rates at the time of submission of bids.

		<p>The technical and financial bids shall be placed in separate covers and superscribed as “Technical Bid” or “Financial Bid” as the case may be, and sealed. Both the sealed covers shall be placed in an outer cover and superscribed with the name of the work, tender number etc.</p> <p>The vendors who can supply and operate various size of Boat on Hire alone need to respond to this tender subject to their satisfying the qualification requirements</p>
7)	Date & Place of Opening of Tender (Technical bid)	<p>The offer/bids will be opened by a duly constituted Tender Committee at 1615 hours IST on Conference Room of NTCPWC, 6th Floor, New Academic Complex, IIT Madras, Chennai. If the due date happens to be a holiday, the received tender will be opened on the next working day at the time specified above</p> <p>On the day of opening only the main cover and the Technical Bids will be opened in the presence of the tenderers who wish to participate and the financial bids of all the bidders will be kept in a cover unopened and sealed.</p>
8)	Validity of offer	90 days from the date of opening
9)	Clarification to be obtained from	Prof. K. Murali / Dr. J. Sriganesh (+91-9445507962) ntcpwc@iitm.ac.in / sriganesh@imail.iitm.ac.in
10)	Cost associated with the tendering process	The bidders shall meet all the expenses and IIT Madras shall not be responsible for any costs associated in the tendering process.
11)	Tender Inviting Authority	Shri. V.Sathyanarayanan, Senior Manager, Project Purchase, IC &SR, Indian Institute of Technology, Madras, Chennai 600 036
12)	Authority to accept the bid	IC & SR, IIT Madras reserves the full right to accept or reject any tender at any stage without assigning any reasons.
13)	Evaluation of offer and opening of financial bids	<p>The Technical bids opened shall be evaluated by a duly constituted committee or its sub-committee to ascertain the suitability of the bid in accordance with the specification and other requirements of the tender.</p> <p>The Financial bids of only those technically qualified bidders will be opened under intimation to the qualified bidders. The Financial bids of other bidders shall be returned unopened to the respective bidders</p>

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SECTION – I

INSTRUCTIONS TO BIDDERS

1.1. GENERAL

1.1.1 Specification No. OED/2019/11/NTCPWC/KMUR

1.1.2 For and on behalf of the Centre for Industrial Consultancy and Sponsored Research (IC&SR), IITM, National Technology Centre of Ports, Waterways and Coast(NTCPWC) of sealed competitive bids under Two Cover system are invited as per the details furnished hereunder:

1.2 SCOPE OF WORK

The scope of the work under this tender cover **“Condition Assessment of concrete in the Reinforced Concrete Structural Elements wherever required at the berths in any Major/Non Major port”**. The detailed scope Technical specification and other terms and conditions are elaborated under relevant schedule of this tender.

1.3 EARNEST MONEY DEPOSIT (EMD)

Rs.2,00,000/- (Rs. Two lakhs only) in the form of DD issued by any nationalized /commercial bank in favor of "The Registrar, IIT Madras", Chennai. The DD shall be enclosed in the Technical Bid failing which the tender will be summarily rejected. (The EMD is fixed at 2.0% of ₹ 100 lakhs upto which value of contracts are likely to be awarded to the selected bidder during the period of one year of their engagement.

If the contractor/Tenderer withdraws their offer in the course of Tender processing after its submission and /or fails to undertake the above work after issuance of the work order or letter of acceptance, the EMD furnished shall be forfeited without any further reference to the contractor/Tenderer.

No interest shall be paid on the EMD. The EMD deposited by the successful bidder shall be returned after the receipt and acceptance of Performance security and issue of the work order/purchase order. The EMD submitted by all other unsuccessful tenderers shall be returned within 10 days after finalization of the award of contract and on receipt of a request from the tenderers enclosing an advanced stamped receipt for the EMD amount.

1.4 PRE-BID MEETING : 1500 hours IST on 6th March 2019

1.5 SUBMISSION OF TENDER

1.4.1 Tender shall be submitted in two cover system (i.e.) “Technical bid” and “Financial Bid” and both of these bids shall be placed in an outer cover and super scribed **“Condition Assessment of concrete in the Reinforced Concrete Structural Elements wherever required at the berths in any Major/Non Major port)”**

1.5.1.1 Cover-1 Technical Bid:

Technical bid shall contain only the technical details/specifications, balance sheets along with the copies of the work orders/completion certificate for the past three years for works relating to condition assessment of concrete structural elements of the existing berths at Major & non-major ports. EMD should be enclosed in cover 1.

List of equipment including floating crafts should also submitted along with technical bid

No prices should ever be included in the Technical bid.

1.5.1.2 Cover-2: Financial Bid: The Financial bid shall contain item wise price for each item as per BOQ. The rates quoted shall cover all commercial aspects including cost of fuel, consumables, labour charges, transportation, payment terms etc. and shall be exclusive of Taxes and duties which will be paid/reimbursed by IIT Madras as applicable. However the tenderers shall indicate applicable taxes and their rates at the time of submission of bids.

1.5.2 The technical and financial bid shall be placed in separate covers and superscribed as “Technical Bid” and “Financial Bid” as the case may be, along with the name of work and sealed. Both the sealed covers shall be put in an outer cover and superscribed with the name of the work with tender number etc.

1.5.3 The Main cover containing both Technical bid and Financial bid shall be delivered or sent to the below mentioned address within the scheduled date and time specified for receipt of the tenders:

Shri.V.Sathyaranayanan,
Senior Manager, Project Purchase,
IC & SR,
Indian Institute of Technology Madras,
Chennai 600 036

1.5.4 The bidders have the option of sending the bid by Registered Post, courier or handover the bid in person. NTCPWC shall not be responsible for any postal or delivery delays. Bids submitted by Telex/Fax/Telegram/E-mail etc. will not be accepted.

1.5.5 **Only firms/vendors who possess the expertise and equipment for carrying out tests for condition assessment of concrete in PCC/RCC structural elements including UPV tests, core drilling etc. alone need to respond to this tender subject to their satisfying the qualification requirements.**

1.6 SCHEDULE FOR RECEIPT AND OPENING OF BID:

a) Last date and time for receipt of both the bids : 14 Mar. 2019, 3:00pm.

b) Date and time for opening of technical bid : 14 Mar. 2019, 4:15pm.

If the due date for tender opening happens to be a holiday, the tenders will be opened at the time mentioned earlier on the next working day.

1.7 OPENING OF TENDER:

The main cover and the cover containing the technical bid alone shall be opened at the Conference Room of NTCPWC, 6th Floor, New Academic Complex, IIT Madras, Chennai on the due date and time prescribed in the presence of such of those tenderers who may desire to participate in the tender opening.

- 1.7.1 On the day of opening of the tender, the financial bids of all the tenderers who submitted their bid, shall be placed in a separate cover and sealed in the presence of Tenderers who participated in the Tender opening. The financial bid of the Tenderers whose Technical offers have been accepted, alone will be opened at a later date under intimation to the successful bidders and also after hosting in the website. The financial bids of the non-qualified bidders in Technical evaluation shall be returned unopened.
- 1.7.2 The representatives of the firm attending the opening of tenders should be duly authorized by the respective participating firms in the tender.
- 1.7.3 If the tenderer has any doubt about the meaning of any portion of this specification, they may address the queries to Tender inviting authority so as to reach the concerned authority at least one week prior to opening of this tender. No clarifications, beyond the stipulated date will be entertained.

1.8 **Tender Inviting Authority**

Shri.V.Sathyannarayanan,
Senior Manager, Project Purchase,
IC & SR,
Indian Institute of Technology Madras,
Chennai 600 036

1.8.1 **Late Offer**

The offers received after the due date and time will not be considered. The institute shall not be responsible for the late receipt of tender owing to postal/courier or delays and/or lost during the transit. Such offers will be returned to the Tenderers unopened

- 1.8.2 Do not quote for the optional items or additional items unless otherwise stipulated in the tender documents /specifications.

- 1.8.3 All amendments, time extension, communication, clarifications etc., will be uploaded on the website only and will neither be published in newspapers nor individual communications sent. Bidders should regularly visit the above website to keep themselves updated. No extension in the bid due date/time shall be considered on account of delay in receipt of any document by post from the Tenderer

1.8.4 Acknowledgements

The tenderer hereby acknowledges that they have gone through all the conditions mentioned in this document and also agree to abide by all such conditions.

SECTION II

COMMERCIAL AND TECHNICAL CONDITIONS

2.1 GENERAL

The scope of services shall be as detailed in Section-III.

2.2 LOCATION

The site is located in any of Major/Non-Major Ports.

2.3 COMPLETENESS OF TENDER

The tender shall be complete in all respects. The Bidders shall furnish all relevant details called for in this document and also attach supporting documents wherever required either in original or duly notarized for consideration by the tender inviting authority or their authorized representatives. The tenders not containing the complete details as required are liable for rejection.

2.4 SUBMISSION OF TENDER

Tenderers are advised to send their sealed tenders well in advance so as to reach this office before the schedule closing time and date. Tenders though posted in time but delayed in transit by post will not be considered, if received after the due date and time.

2.5 PRICE

The price(s) quoted by the tenderer shall remain firm for the entire period of contract including any extension if any allowed by the tender inviting authority. For pricing structure kindly see the Annexure-I. Unit rates for individual items and Taxes should be quoted separately. Total price of the work shall also be filled in at the appropriate place.(The Price will be based on the notional quantities indicated in the BOQ)

2.6 VALIDITY OF TENDER

The tenders should be valid for a period of 90 days (ninety days) from the date of opening of tender. In case any bidder quotes a lower validity period than that specified, their offer shall be liable for rejection. In exceptional circumstances, the purchaser may solicit the bidder's consent for an extension of the period of validity. The request and response thereto shall be made in writing (including mail).

2.7 EMPLOYER RESERVES THE RIGHT

- a) Not to accept the lowest or any tender.
- b) To reject any or all the tenders without assigning any reasons thereof.
- c) To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of the project for good and sufficient reasons.
- d) To revise the quantum of works/completion period of work of any or all the items covered by this enquiry during the pendency of contract and to terminate the contract in between the agreed stipulated period.

2.8 EVALUATION AND COMPARISON OF OFFERS

- a) The evaluation of the Tender will be done as per IIT Madras guidelines in vogue.

- b) The evaluation shall include contract value of works with applicable sales/service tax, etc.,
- c) In case of discrepancy between the prices quoted in words and in figures, the lower of the two shall be considered.

2.9 PERFORMANCE BANK GUARANTEE

The selected bidder shall submit a single Performance Bank guarantee for an amount of 2.5 lakhs valid for a period of one year upon issue of LoA of the first contract. The performance bank guarantee shall be furnished as per the format attached.

In case the successful bidder wishes to submit Bank Guarantee (BG) towards performance obligations viz. Performance Bank Guarantee, the BG should be routed through Beneficiary bank to the end user bank. The Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

ONLY AFTER SUBMISSION OF PERFORMANCE SECURITY, THE CONTRACT AGREEMENT SHALL BE EXECUTED AND ANY PAYMENT UNDER THIS AGREEMENT SHALL BE RELEASED.

2.10 PAYMENT TERMS

- a) No advance will be payable from IIT Madras. The bidder may propose payment terms as per physical progress of works.
- b) The bills will be passed for payment subject to the compliance of the bill and payment shall be released normally within 15 days of submission of bills.

2.10.1 Payment will be made either in the form of NEFT/RTGS or cheque on any of the commercial banks or their branches in India as may be decided by NTCPC from time to time. If the contractor requests for Payment by DD, Exchange commission for issue of bank draft shall be to the account of the contractor.

2.10.2 Offers conforming to the above terms of payment alone will be processed further. In the event of any deviation from the specified payment terms, the Authority/ NTCPC reserves the right to reject the offers.

2.11 SPECIAL CONDITIONS:

2.11.1 PRE QUALIFICATION CRITERIA:

Three similar works in the past three years by the Firm/Company or its proprietor only . Similar work means “Condition Assessment of Concrete in the Reinforced concrete structural elements of Berths/Major installations in any of the Major Ports or Non-Major (Government) Ports utilizing their personnel/labor, equipment including floating craft, tools, etc.

NOTE: Relevant work orders/agreement along with the completion certificate issued by the competent authorities shall be enclosed either in original or as notarized copies as proof of evidence of experience.

2.11.1.2 **Technical Manpower**

The bidder shall have on their rolls the following technical personnel.

- a. Experienced structural engineer with PhD qualifications in the area of Non Destructive testing/Structural Retrofitting who is a core member of the Firm/Bidder
- b. Structural Engineer Experienced in Project Engineering and Implementation in similar works relevant to the present tender.
- c. Experienced structural engineer with PhD qualifications, specializing in the area of Corrosion in Reinforcement of Concrete.

All documents relevant to experienced personnel above shall be listed and quantified.

2.11.1.3 **Joint Venture**

Joint venture will not be permitted to quote for the work

2.12 FORCE MAJEURE

Neither the Contractor nor the NTCPWC shall be considered in default in performance of its obligations hereunder if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected, such as war, hostilities , revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes or because of any law, order, proclamatory regulations or ordinance of Government or because of any act of God, provided notice in writing of such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event and in any case it is not possible to serve the notice within 14 days period, then within the shortest possible period without delay. In case the force majeure conditions prolong beyond a continuous period of 6 months, the NTCPWC shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.

- 2.12.1 As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay occurred on account of such activities.
- 2.12.2 Although the time for completion of work shall be suitably extended (not exceeding the period during which the work was stopped on account of Force Majeure clause), such extension shall not result in any financial claim by the Contractor against the Purchaser or any account of such a delay for any other reason whatsoever.

2.13 TAXES

The price quoted shall be firm and **shall be inclusive of all applicable taxes including GST and shall be either paid by NTCPWC directly or reimbursed at actuals to the contractor. Applicable income tax will be deducted at source** on each bill as per the regulations in force and TDS will be issued.

2.14 LIQUIDATED DAMAGES:-

If the contractor fails to complete the work within the specified time or deserts the work or delays the work for reasons solely attributable to them, the NTCPWC shall levy liquidated damages (not by way of penalty) at the rate of 0.5% of the total contract value per week or part thereof subject to maximum of 10% of overall contract value. If the work has been abandoned or is not to the satisfaction of the NTCPWC, the NTCPWC shall also reserve its rights to terminate the contract after giving 10 days notice , in addition to levying the Liquidated damages and forfeiting the performance Bank Guarantee. The decision of the NTCPWC in this regard is final and binding on the contractor.

2.15 JURISDICTION FOR LEGAL PROCEEDINGS

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in a Court Save in the City Civil Court of Chennai or the Courts of Small Causes at Chennai. It is agreed that no other courts shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in the Chennai City, it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

The bidders shall furnish an undertaking in a non-judicial stamp paper of value Rs.100/- agreeing to the above condition as per schedule furnished in Annexure-II. This should be given after issuing the work order – This is applicable only for selected Lowest bidder conforming to bid requirements.

2.16 ARBITRATION

Arbitration is not applicable to this contract.

2.17 COMPLETION OF PROJECT

Time duration of completion of project for the notional quantities indicated in BOQ in 3 calendar months from the date of acceptance of work order. This quantity will vary for each contract at different Ports but the rates will remain firm However, NTCPWC reserves its right to increase the ordered quantities if required under the same terms and conditions of the agreement without any entitlement of the contractor to any revision of the rates. In such a case suitable extension of time will be granted for completion of additional work, if ordered.

2.18 TENDERES TO ACKNOWLEDGE

The tenderers are deemed to have accepted all the terms and conditions of this tender including.

1. Specific acceptance of terms of payment.
2. Terms of Liquidated damages for delay in completion of work.
3. Validity of tender.

In the absence of any specific remarks to the contrary on the above by the tenderer in his offer, it is presumed that the tenderer is agreeable to the terms and conditions of the NTCPWC mentioned in this tender.

2.19 LANGUAGE OF TENDER

All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the tender should be attested.

2.20 DEVIATIONS IN TENDER

No deviations from the tender conditions will be entertained. Under specifically ordered by NTCPWC.

Section – III

Technical Specification

Name of work: **Condition Assessment of concrete in the Reinforced Concrete Structural Elements wherever required at the berths in any Major/Non Major Port**

Specification No.: **OED/2019/11/NTCPWC/KMUR**

SCOPE OF WORK - PREAMBLE

Scope of Work is as follows:

1. Condition Assessment of Concrete in the Reinforced Concrete (RC) structural Elements wherever required at the berths (in any Major/Non Major port) using Ultrasonic Pulse Velocity (UPV) Test, Core Drilling Test, Half-Cell Potential test and extraction of concrete powder Samples to evaluate chlorides & pH. Thickness measurement using steel NDT to be carried out for the steel piles.
2. Processing the NDT measured data, preparation and submission of detailed report on NDT including condition assessment.
3. Suggesting suitable rehabilitation methodology for the existing RC structural elements of the berths where ever required along with preparation of BOQ.
4. Creating and demonstrating computer models of all the berths for testing the strength by IITM team.
5. Rebound Hammer Test.
6. Profoscope Survey.

TECHNICAL SPECIFICATIONS:

1. Conducting detailed visual inspection of the berths wherever required and documentation of the distresses through photographs
2. Rebound Hammer Test
3. Conducting Ultrasonic Pulse Velocity Tests in the various RC structural elements of the Berths wherever required to assess the integrity of the concrete.
4. Drilling core samples of 69 mm diameter and of sufficient length in the various RC structural elements of the Berths wherever required and Conducting compressive strength tests on the core samples as per the relevant IS standards
5. Conducting carbonation test on the core samples
6. Conducting Half-cell Potential test in the various RC structural elements as per ASTM C-876
7. Drilling powder samples for the evaluation of chlorides and pH as per the relevant IS standards

8. Profoscope Survey.
9. Suggesting suitable Rehabilitation methodology for the distressed RC structural elements
10. Preparation of the Bill of Quantities along with the detailed specifications for the rehabilitation work
11. Processing the NDT measured data, preparation and submission of detailed report on NDT including condition assessment.

Annexure - I

BILL OF QUANTITY (PRICE BID)

S.No	Items / Nature of Work	Unit	Qty	Rate (Rs)	Total (Rs.)
1	Conducting detailed visual inspection wherever required including below the water level upto sea bed at the berths and documentation of the distresses through photographs	nos	1		
2	Rebound hammer test to be conducted as IS 13311(part-2)- 1992 at each berth	nos	100		
3	Conducting Ultrasonic Pulse Velocity Tests in the various RC structural elements wherever required at the Berths to assess the integrity of the concrete as per IS 13311 Part I - 1992	nos	100		
4	Drilling core samples of 69 mm diameter and of sufficient length in the various RC structural elements wherever required at the Berths. Conducting compressive strength tests on the core samples after trimming and capping and evaluation of the equivalent cube compressive	nos	6		

	strength as per IS standards IS-456 2000, ASTM D2113				
5	Conducting carbonation test on the core samples through Phenolphthalein test as per IS 1920 Part-12	nos	6		
6	Conducting Half-cell Potential test in the various RC structural elements as per ASTM C-876	nos	6		
7	Drilling powder samples for the evaluation of chlorides and pH as per the relevant IS standards	nos	6		
8	Profoscope survey at selected location in each berth	nos	6		
9	Suggesting suitable Rehabilitation methodology for the distressed RC structural elements.	LS			
10	Preparation of the Bill of Quantity along with the detailed specifications for the rehabilitation of the distressed RC structural elements of the required Berths	LS			
11	Processing the NDT measured data, preparation and submission of detailed report on NDT including condition assessment.	LS			
Total Contract Value					
Add: GST(as applicable)					
Grand Total					

Note 1: The quantities in the above BOQ are for a typical berth. The actual quantities will depend upon the number of berths in case of each Port where work order is placed on the selected bidder.

The rates for the individual items will however remain firm for the entire period of contract.

Note 2: The rate for each item of the BOQ shall be inclusive cost of Mob/dmob, Labor, Technical manpower Personal, materials, tools, equipment including floating crafts etc. complete for the item.

Note 3: The total value of contracts which can be awarded to the successful bidder in stages during the one year period shall be limited to 100 lakhs

Note 4: As the items of the BoQ are interdependent, they cannot be considered in isolation and hence award of contract will be made by considering the work in totality.

ANNEXURE-II

(This should be given after issuing the work order – This is applicable for selected L1 bidder)

**UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS
(NON JUDICIAL STAMP PAPER VALUE RS.100/-)**

This undertaking executed at.....on this (Date) (Month) Two thousand and by M/s Registered under Companies Act, 1956 having its registered office at hereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and in favour of Indian Institute of Technology Madras, Chennai- 600 036. herein after called the purchaser (which expression shall where the context so admits means and includes its successors if Office and assigns).

WHEREAS a contract for the supply ofhas been awarded in favour of the contractor under the Purchase order No.....dated.....
AND WHEREAS in accordance with the terms of the above Purchase order, the contractor has to furnish un undertaking to the effect that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any matter in any respect under this contract shall be instituted in any court other than in the High court, Madras of District court at or Sub-court ator at the District Munsiff court at as the case may be.

IN CONSIDERATION of the Board having agreed to accept the undertaking the contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High court, Madras or District court at.....or sub court at or at the District Munsiff court atas the case may be it is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though , part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the State of Tamil Nadu, then it is agreed to between the parties that such suits on proceedings shall be instituted in a court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction.

IN WITNESS WHEREOF Thiru..... of M/s hereby put his hand and seal for due observance of the undertaking in the presence of the following witnesses

COMPANY SEAL	SIGNATURE	:
DESIGNATION	:	
COMPANY	:	
DATE	:	

WITNESSES:

1)

ANNEXURE-III

PRO FORMA OF PERFORMANCE BANK GUARANTEE

Dear Sirs,

- 1.0 In consideration of the Indian Institute of Technology Madras, Chennai - 36 (hereinafter referred to as IITM. which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor interest and assigns on the one part having awarded the deployment works in favour of having registered office at (hereinafter referred to as the CONTRACTOR), which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assigns, on the other part, by signing an agreement no. IITM/OED/.....on hereinafter referred as the AGREEMENT for the execution of the works on terms and conditions set out inter alia in the AGREEMENT mentioned above as "CONTRACT" documents, valued at Rs. (Rupees) the same having been unequivocally accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide a performance bank guarantee for the obligations/liabilities under the contract equivalent to 10% of the said value of the Contract to the PURCHASER NIOT amounting to Rs..... (Rupees) as Contract security in the form of a Bank Guarantee.
- 2.0. We hereinafter referred to as 'The Bank' which expression, shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocable guarantee and undertake to pay the PURCHASER IITM, MERELY STAMP PAPER WORTH OF Rs.100/- (NON-JUDICIAL) ON DEMAND WITHOUT any previous notice and **without any demur and without referring to any other source, any and all monies payable by the CONTRACTOR by** reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said CONTRACTOR including non-execution of the "CONTRACT AGREEMENT" to the extent of 10 % of the Contract price upto . Any such demand made by the Purchaser IITM on the Bank shall be conclusive and binding absolute and unequivocal not withstanding any difference between the IITM and the CONTRACTOR or any dispute or disputes raised/pending before any court, tribunal, Arbitrator or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the IITM is fully paid and claims satisfied or till the IITM discharges this guarantee.
- 3.0 The Bank further irrevocably guarantees and undertakes to pay any and all monies due and payable by the CONTRACTOR by reasons of non-fulfillment of any of the following obligations.
 - 3.1. In the event of failure by the CONTRACTOR to satisfactory execute the works meeting the schedule and in complying with the provisions of the agreement.
- 4.0. The IITM shall have the fullest liberty without affecting in any way the liability of the Bond under this guarantee, from time to time, to extend the time of performance by the CONTRACTOR. The bank shall not be released form its liabilities under these presents by any exercise of IITM of the liberty with reference to the matter aforesaid.
- 5.0. The IITM shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants contained or implied in the agreement between IITM and the CONTRACTOR or any other course of remedy or security available the IITM and the bank shall not be released of its obligations / liabilities under

these presents by any exercise by IITM of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act of forbearance or other acts of omission or commission on the part of IITM or any other indulgence shown by IITM or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of IITM.

- 6.0 The Bank further agrees that the decision of IITM as to the failure on the part of the CONTRACTOR to fulfill their obligations as aforesaid and/or as to the amount payable by the Bank to IITM hereunder shall be final, conclusive and binding on the Bank.
- 7.0 The Bank also agrees that IITM shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have relations to the CONTRACTOR'S liabilities.
- 8.0 This guarantee will not be discharge due to the change in the constitution of the Bank or the CONTRACTOR.
- 9.0 Notwithstanding anything contained hereinabove, our liability under this bank guarantee shall not exceed Rs. (). This bank guarantee shall be valid upto. It is a condition to our liability for payment of the guarantee amount or any part thereof arising under this bank guarantee that we receive a valid return claim or demand for payment under this bank guarantee on or before, failing which our liability under this bank guarantee will automatically cease.

WITNESS:-

1..... SIGNATURE.....
(Signature with name in block letters and (Printed Name)
with designation)

2..... Bank's Common Seal:-
(Signature with name in block letters and
with designation)