

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 following work being executed IIT Madras

1)	Description	Supply of Boat on hire for carrying out monitoring surveys at Deendayal Port Trust, Gandhidham, Kachchh, Gujarat.
2)	Tender No.	OED/2018/012/PROJECT/KMUR
3)	Earnest Money Deposit	Rs. 2,00,000/- (Rs. Two lakhs only) in the form of DD in favour of The Registrar, IIT Madras, Chennai issued by any nationalized /commercial bank. The DD should be enclosed in the Technical Bid only or otherwise the tender will be summarily rejected. If the contractor/Tenderer fails to undertake the above work after issuance of the work order or letter of acceptance the EMD shall be forfeited without making any correspondence or reference to the tenderers/contractors.
4)	Date for Pre Bid meeting	05.11.2018 Monday at 11.00 Hours Venue: Conference Room of NTCPWC, 6 th Floor, New Academic Complex, IIT Madras, Chennai
5)	Last date for submission of bids	16.00 hours. IST On 09.11.2018
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 all technical details/specifications only. In this technical bid, the intending tenderer shall enclose the last three years balance sheet along with the copies of the work order received during the past three years in support of the boats supplied to the various port trust authorities and government agencies and/or port related services. Financial Bid: The Financial bid shall contain item wise price for each item. The rates quoted shall cover all commercial terms including cost of fuel, consumables, labour charges, transportation, packing and forwarding, installation, guarantee, payment terms, pricing terms etc. and shall be exclusive of Taxes and duties which will be

		<p>paid/reimbursed by IIT Madras as applicable. However the tenderers shall indicate applicable taxes and their rates at the time of submission of bids..</p> <p>The technical and financial bids shall be placed in a separate cover and superscribed as “Technical Bid or Financial Bid” as the case may be and sealed. Both the sealed covers shall be put in a bigger cover and it shall also be superscribed with the name of the work with tender number etc.</p> <p>A vendor who can supply and integrate the Boat Hire/Service alone need to respond to this tender subject to 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 16.15 hours IST on 09.11.2018 Conference Room of NTCPCW, 6th Floor, New Academic Complex, IIT Madras, Chennai</p> <p>On the day of opening only the main cover and the technical bids will be opened in presence of the tenderers who wish to participate and all financial bids will be kept in a sealed cover unopened.</p> <p>If the due date happens to be a holiday, the tender will be received and opened on the next working day.</p>
8)	Validity of offer	90 days from the date of opening
9)	Clarification to be obtained from	Prof. K. Murali/Sri R.Srinivasa Kannan,(9445183232) ntcpwc@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 alone will be opened under intimation to the qualified bidder. The Financial bids of other bidders shall be returned unopened.</p>

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SECTION – 1

INSTRUCTION TO BIDDERS

1.1. General

1.1.1 Tender No. OED/2018/012/PROJECT/KMUR

1.1.2 On behalf of the Centre for Industrial Consultancy and Sponsored Research (IC&SR), Indian Institute of Technology, Madras (IITM) sealed competitive bid under Two Cover system are invited for the scope of work mentioned hereunder.

1.2 Scope of work

The scope of the work covered under this tender is ‘FOR THE SUPPLY OF BOAT ON HIRE FOR CARRYING OUT MONITORING SURVEY AT DEENDAYAL PORT TRUST, GANDHIDHAM, KACHCHH, GUJARAT.’

(Detailed specification for the above work is at annexure.)

1.3 EARNEST MONEY DEPOSIT (EMD)

Rs. 2,00,000/- (Rs. Two lakhs only) in the form of DD in favour of The Registrar, IIT Madras, Chennai issued by any nationalized / commercial bank. The DD should be given with the Technical Bid only or otherwise the tender will be summarily rejected.

If the contractor/Tenderer fails to undertake the above work after issuance of the work order or letter of acceptance the EMD shall be forfeited without making any correspondence or reference to the tenderers.

No interest will be paid on EMD and 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 for others within 10 days upon finalization of the contract.

1.4 Submission of Tender:

1.4.1 Tender should be submitted in two cover system (i.e.) “Technical bid and Financial Bid” and both these bids submitted in a sealed cover, superscribed as “Supply of Boat for carrying out monitoring surveys at Deendayal Port Trust, Gandhidham, Kachchh, Gujarat.”

1.4.1.1 Cover-1 – Technical Bid: Technical bid should consist of all technical details/specifications only. In this technical bid the intending tenderer should enclose the last three years balance sheet along with the copies of the work order received by them during the past three years in support of the boats supplied to the various Port Trust authorities and government agencies and /or port related services.

Notarized catalogue (copies of the quoted model of boat) must accompany with the Technical bid. No prices should ever be included in the Technical bid.

1.4.1.2 Cover-2: Financial Bid: It should contain item wise price for each item. The rates quoted shall cover all commercial terms including cost of fuel, consumables, labour, transportation, packing and forwarding, installation, guarantee, payment terms, pricing terms etc. but exclusive of taxes/duties, which shall be paid/reimbursed by IIT Madras

at actual as applicable. However the applicable taxes and their rates prevailing at the time of submission of bids shall be separately indicated by the tenderers.

- 1.4.2 The technical and financial bid should be placed in separate covers with superscribed as "Technical Bid and Financial Bid" along with the name of work and sealed. Both the sealed covers should be put in a bigger cover and it should also be superscribed with the name of the work with tender number etc.
- 1.4.3 The Main cover containing both Technical bid and Financial bid should be delivered or sent to the below mentioned address: within the scheduled date and time specified for receipt of the tenders:

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

- 1.4.4 The bidders have the option of sending the bid by Registered Post, courier or submitting the bid in person, so as to ensure that the bids are received in the specified office of the purchaser, by the date and time indicated as aforesaid paras. Bids submitted by Telex/Fax/Telegram/E-mail etc. will not be accepted. IIT Madras shall not be responsible for any postal or delivery delays.
- 1.4.5 **A vendor who can supply and integrate the Boat Hire/Service alone need to respond to this tender, subject to satisfying the qualification requirement.**

1.5 Schedule for Receipt and Opening of Bid:

- a) Last date and time for receipt of both the bids : 09.11.2018 at 16.00 hours
b) Date and time for opening of technical bid : 09.11.2018 at 16.15 hours.

1.6 Opening of tender.

The main cover and the cover containing the technical bid alone will be opened at Conference Room of NTCPWC, 6th Floor, New Academic Complex, IIT Madras, Chennai on due date and time prescribed in presence of such of those tenderers who may desire to be present. If the due date for tender opening happens to be a holiday, the tenders will be opened on the next working day.

Those who qualified in the technical bid their financial cover will be opened and taken for comparison purposes.

- The individuals attending the opening of tenders should be duly authorized by the participating firms in the tender.
- If the tenderer has any doubt about the meaning of any portion of this specification, they may address the Tender inviting authority which should reach at least one week before opening of this tender. Any clarification received after this date will not be entertained.

1.7 **Tender Inviting Authority**

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

1.8. Late Offer

The offers received after the due date and time will not be considered. The institute shall not be responsible for the last receipt of tender on account of postal/courier or any other delay.

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

1.10 All amendments, time extension, clarifications etc., will be uploaded on the website only and will not be published in newspapers. 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 mail.

1.11 Acknowledgements:- The tenderer is deemed to have been gone through all the conditions mentioned above and agrees to abide by them.

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 the Deendayal Port Trust, Kachchh, Gujarat.

2.3. COMPLETENESS OF TENDER

The tender should be completed in all aspects. The Vendors shall furnish all relevant details called for in the specification with supporting documents wherever required for consideration by the tender inviting authority or his authorized representatives. . The tenders not containing the complete details as requested in the specification are liable for rejection.

2.4. For pricing structure kindly see the annexure-I Rates, Taxes should be quoted separately along with the total price structure for the above mentioned work.

2.5 VALIDITY OF TENDER

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

2.6 PERFORMANCE BANK GUARANTEE:

The successful bidder shall submit performance Bank guarantee for an amount equivalent to 5% of the value of the contract. The performance bank guarantee may be furnished as per the format attached.

ONLY AFTER SUBMISSION OF PERFORMANE SECURITY, WORKORDER/PURCHASE ORDER WILL BE ISSUED.

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.

2.7 PAYMENT TERMS

- a) The bidder can submit the bills for payment after every month for the work they have completed during the preceding months.
- b) The bills will be passed for payment subject to the compliance of the bill.

2.7.1 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 employer from time to time. If the contractor requests for DD Payment, Exchange commission for issue of bank draft will be to the account of the consultant.

2.7.2 Offers agreeing to the above terms of payment alone will be preferred. In the event of any deviation from the specified payment terms, the Authority/Employer may reject the offers.

2.8 SPECIAL CONDITIONS:

2.8.1 PRE QUALIFICATION CRITERIA:

The tenderer should have successfully supplied boats to any ports or other government organisations and/or other Agencies carrying out port related activities to the value specified hereunder.

- a) Rs. 70.00 lakhs or more in a single contract or agreement during the last three years ending September 2018.

(or)

- b) Rs. 52.00 lakhs or more each under two separate contracts or agreement during the last 3 years ending September 2018.

(or)

- c) Rs. 35.00 lakhs or more each under three separate contract or agreement during the last 3 years ending September 2018

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

2.8.1.1 It is also mandatory that the bidder should have supplied such boat/equipment within India in general and Gulf of Khambhat and or Gulf of Kutch, Gujarat in particular in any of the leading government organizations to Research centers or IISC or IITs or other port related activities.

- 2.8.2 The equipment or machinery has to be installed or commissioned by the successful bidder within 7 days from the date of receipt of the firm work order. IIT Madras shall install the survey and other equipment in the boat and the successful bidder shall provide necessary watch and ward at their cost to safeguard the equipment installed by IIT Madras.

2.9 FORCE MAJEURE

Neither the Contractor nor the employer 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 employer shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.

- 2.9.1 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.
- 2.9.2 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.

2.10 TAXES

The price quoted shall be firm and **shall be inclusive of fuel and other consumable and exclusive of taxes and/or GST as applicable.** However **the bidder shall incorporate the elements of “Duties and Taxes”/GST separately and the said taxes shall be either paid by IITM directly or reimbursed at actual to the successful bidder. Necessary income tax will be deducted at source** on each bill as per the regulations in force. If the Institution is exempted from payment of income tax, the documentary evidence for the same has to be furnished.

2.11 LIQUIDATED DAMAGES:-

If the contractor fails to supply the suitable boats within the specified time, or fail to replace the repaired / damaged boats, within the period specified by the employer and /

or the contractor deserted the work or delayed the work for reasons solely attributable to them the employer shall levy the liquidated damage (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 quality of the boat supplied is not upto the satisfaction of the employer, the employer shall also reserve their rights to terminate the contract after giving 10 days notice , in addition of levying the Liquidated damage and forfeiting the performance Bank Guarantee. The decision of the employer in this regard is final and binding on the contractor.

2.12 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 for selected L1 bidder

2.13 ARBITRATION

Arbitration is not applicable to this contract.

2.14 Completion of project

Time duration of completion of project in 12 calendar months from the date of acceptance of work order. However, IITM reserves its rights to vary the contract period by a maximum of two months (viz \pm 2 months) under the same terms and conditions of the agreement without any entitlement of the revision in the quoted rates. The tenderers should clearly indicate their acceptance or otherwise to the following terms and conditions.

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

If no indication is given by the tenderer in his offer, it is presumed that the tenderer is agreeable to the terms and conditions of the employer mentioned in the specification.

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

Tenderers are advised to post sufficiently early so as to ensure that the tenders reach this office in time. Tenders though posted in time but delayed in transit by post will not be considered, if received after the due date and time.

2.15 DEVIATIONS IN TENDER

No deviation to be allowed.

2.16 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.

2.17 EVALUATION AND COMPARISON OF TENDER 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.

Section – III

Technical Specification

Name of work : Supply of Boat on hire for carrying out monitoring surveys at Deendayal Port Trust, Gandhidham, Kachchh, Gujarat.

Bid No. : OED/2018/012/PROJECT/KMUR

SPECIFICATIONS

Bids are invited for providing the following services on monthly rate basis for supply of Boat on hire for carrying out monitoring surveys at Deendayal Port Trust, Gandhidham, Kachchh, Gujarat. Successful bidder will be engaged to provide the services and will be known as contractor. The near shore and offshore field measurement program includes but not limited into monitoring of navigational channels and berth pockets once in a week in zone I and zone II, monitoring of dumping ground once in every fortnightly, discharge measurement in creek in zone I and Zone II, bed sample collection, radioactive tracer studies in creek and dumping ground and investigation of oil jetty I area. This program requires different types of services and boats. The boats will be operated upto 20m depth contours (approximately 23 km offshore distance from shoreline). The services involve the following items, but not exhaustive.

Special Conditions:

- (i) Oceanographic / Survey equipment that need to be deployed will be supplied and installed by IIT Madras.
- (ii) The bidder shall use one or more number of boats of suitable size with capability to operate up to 20m water depth. If the boat identified and approved is not capable of operating during monsoon period or in high swell season the contract or shall supply higher capacity boat during the said period at no extra cost. Similarly if the boats supplied by the contractor develop any repair or breakdown the contractor shall replace the board either of equal or higher capacity boats within a period of 3 working days. The boat shall have a winch with capacity to life / lower upto 200kg weight. They shall have suitably navigational equipment including sounding equipment with display for the purpose of understanding sailing ground

depths. The boats shall be motorized. Any seagoing license or other approval required for the said use is the responsibility of the bidder/ Contractor.

- (iii) All insurance coverages for the boat and the manpower / services are the responsibilities of the contractor / bidder.
- (iv) The boat supplied shall contain all life savings equipment such as life jacket, first aid box etc.
- (v) Availability / engagement of suitable support crafts to assist the above services is the responsibility of the bidder / contractor.
- (vi) Contractor need not engage special manpower for the purpose of providing the services under these activities. IIT Madras will provide the special manpower. However, the contractor shall provide required unskilled manpower to carry out the various activities and their quoted rates are deemed to have been included all these contingent items.
- (vii) The contractor is required to mobilize the supply of the specific type of boats and carryout the activity successfully as and when required for the operations of oceanographic measurements. A detailed tentative program will be handed over to the successful bidder. IIT Madras will inform the bidder a minimum of 1 week in advance.

(viii) Approximate deployment schedule:

The boat shall be deployed 40 hrs. average per week calculated per month basis. If the boats are deployed beyond the above mentioned period extra per hour or part thereof will be paid at the quoted rates. The bids under this tender should be valid for a maximum period of 18 months from the day of award of the work

BILL OF QUANTITY

S.No	Items / Nature of Work	Unit	Rate (Rs)	GST & other Taxes (Rs)	Total (Rs.)
1	Supply, operate, maintain a suitable boat to carry out monitoring surveys on all weather conditions including cost of labour, fuel, consumables, insurance at the rate of 40 hours (Average) per week calculated on monthly basis and other related works specified in the contract	Per month			
2	Extra cost for deploying the boat beyond the period mentioned above Note: The rate shall be worked out proportionate for the period less than an hour from the rate quoted.	Per hour			

The price quoted shall be firm and **shall be inclusive of fuel and other consumable and exclusive of taxes and/or GST as applicable.**

- 1) The work will be carried out at Deendayal Port Trust, Gujarat for one calendar year approximately. Deployments will be in both Shallow Water (1m to 14m water depth) & Deep Waters (15 to 20m water depth). The type of mooring will be dictated by IIT Madras and will be executed by the Contractor. All required materials (except tools) will be procured by IIT Madras. It is the responsibility of the contractor to identify, and purchase any additional accessories. The major oceanographic equipment may be assumed to be available with IIT Madras.
- 2) The instruments and allied items will be handed over to the contractor two days before the day of commissioning at the project site. It is the responsibility of the contractor for the local transport to reach the project site fixing in position and for the deployment. Similarly, from the day of decommissioning, within two days, the instrument and allied fixtures should reach IIT Madras or any other

site as per the direction of IIT Madras. ALL road/ rail/ air and water transport costs are within the scope of the contractor.

3) Watch keepings and Other Terms and Conditions:

The monitoring surveys may be carried out maximum of 10 hours per day subject to a 40 hours per week may be around twelve months covering all seasons.

- Bathymetry survey maximum of run time per day not more than 10 working hours.
- Sampling of Seabed Sediments will be within 20 m water depth.
- Seawater sampling of Surface, Middle Depth and Bottom water will be performed
- Radioactive tracer studies for sediment movement in creek and dumping ground.
- Transportation by road and sea including the inter-state border clearances shall be the responsibility of the bidder only. Instruments' boarder clearance or the number of times of transport of instruments may not be more than 4 times (to & from) for the state border clearance in a year.

ANNEXURE-2

(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 at
.....or 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)
- 2)

FORMAT OF PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GUARANTEE

To

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 interalia 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 satisfactorily 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 from 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)