

भारतीय प्रौद्योगिकी संस्थान मंडी

कार्य का नाम :- "Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi."

NIT No.: भा.प्रौ.सं. मंडी (सीडब्ल्यू)/अधीक्षण अभियंता -
1914/2026-27/207-09 दिनांक 17-04-2026

NIT

भारतीय प्रौद्योगिकी संस्थान मंडी
अधीक्षण अभियंता कार्यालय, भा.प्रौ.सं. मंडी, कमांद परिसर जिला.
मंडी (हि.प्र.) 175075

प्रमाणित किया जाता है कि इस एनआईटी नंबर भा.प्रौ.सं. मंडी (सीडब्ल्यू) /अधीक्षण अभियंता-1914/2026-27/207-09 दिनांक 17-04-2026 में पेज 1 से 58 शामिल हैं।

भारतीय प्रौद्योगिकी संस्थान मंडी

अधीक्षण अभियंता कार्यालय, भा.प्रौ.सं. मंडी, कमांड परिसर

कार्य का नाम :- " Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi."

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यह प्रमाणित किया जाता है कि इस दस्तावेज़ में तीन भाग हैं यानी भाग क, भाग ख और भाग-ग जिसमें पृष्ठ संख्या 1 से 58 हैं।

भारतीय प्रौद्योगिकी संस्थान मंडी

कार्य का नाम :- **“Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.”**

Volume I Of Part A

भाग 'क' का खंड- I

O/o Superintending Engineer, IIT Mandi, Kamand campus

अधीक्षण अभियंता कार्यालय, भा.प्रौ.सं. मंडी, कमांद परिसर

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Certified that this tender Document volume-I of part A contains total pages from 5 to 13

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING
PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE
(Applicable for inviting open bids)**

The Superintending Engineer, IIT Mandi, Kamand campus, Distt. Mandi (HP) on behalf of BoG invites online Item rate **composite bids (Two bids system)** from registered and eligible contractors of appropriate class (for tendering limit of equal to or more than the estimated cost) in **CPWD/MES/BSNL/RAILWAYS/STATE PWDs, CENTRAL & STATE PSUs** for the following work(s): -

Sr. No.	NIT No.	Name of work & Location	Estimated cost put to Bid	Cost of tender document	Earnest money	Period of completion	Last date & time of submission of bids	Time & date of opening of technical bids	Last date & Time for submitting EMD and other documents by lowest bidder	Last date & Time for submitting Tender cost
1	2	3	4	5	6	7	8	9	10	11
1	IIT Mandi (CW)/SE-1914/2025 - 26/ 207-09 dated 17-04-2026	Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi	Rs. 1,05,82,863.00 {Rs.88,35,710/- (Civil) + Rs.14,20,952 (Elect.) + Rs. 3,26,201 (Horti.)}	Rs. 1180.00	Rs. 2,11,657.00	120 Days	08-05-2026 upto 06:00 P.M.	11-05-2026 upto 03:30 P.M.	At the time of opening of bid by bidder or their representative.	At the time of opening of bid by bidder or their representative.

Note: Tender cost & EMD shall be submitted by the bidder or their representative at the time of opening of bid.

- Contractors who fulfill the following requirements shall be eligible for bidding. Joint ventures and conditional tender will not be accepted.
Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month **April, 2026**.
Three similar works each of value not less than 40% of estimated cost **i.e Rs. 42,34,000/-** or two similar work each of value not less than 50% of estimated cost **i.e. Rs. 52,92,000/-** or one similar work of value not less than 80% of estimated cost **i.e. Rs. 84,67,000/-** for above mentioned work with some Central Government Department/ State Government Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/State Gazette. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.
The experience certificate given by an officer not below the rank of Executive Engineer or equivalent shall indicate clearly the nature of the work, agreement no. and satisfactory completion of the work

along with actual value of work done and actual date of completion and shall be issued by authorized signatory/authority.

Similar work means civil works which includes electrical works.

The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

2. **The bid of the bidders who have been penalized for delayed completion by IIT Mandi for 3 times or more during the last 3 years preceding to the date of invitation of tender shall be rejected at the level of technical evaluation itself.**
3. Information and Instructions for bidders posted on web site shall form part of bid document.
4. Plan, specification can also be seen in the office of the SE, IIT Mandi at Kamand campus on working days except on Saturday, Sunday and Public Holidays before last date/time of submission of bid. The bid document consisting of the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from Central Public Procurement Portal website <http://eprocure.gov.in/eprocure/app>
5. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft /Fixed Deposit Receipts of any Scheduled Bank towards **EMD in favour of The Registrar, IIT Mandi payable at Kamand** and other documents as specified.
6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending bidder must have valid digital signature to submit the bid.
8. Contractor can upload documents in the form of **PDF format**.
9. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
List of Documents pertaining to technical bid (Eligibility Criteria) to be scanned and uploaded on due date and time mentioned above:
 1. Demand Draft of any scheduled bank **in favour of "The Registrar, IIT Mandi payable at Kamand"** against tender cost. Original to be deposited at the time of opening of technical bid.
 2. Demand Draft/ Fixed Deposit Receipt of any Scheduled Bank against EMD. Original to be deposited at the time of opening of technical bid.
 3. Enlistment Order of the Contractor.
 4. Certificate of Registration for GST.
 5. Certificate from the competent authority having completed similar type of work in Govt. departments/PSU & Autonomous institute under MOE in the **prescribed format on** page no. 45.

-sd-

Superintending Engineer,
IIT Mandi, Kamand campus,
Distt. Mandi (H.P.) Pin 175075
(For and on behalf of the BoG)

Copy to:

1. Institute website.
2. CPP Portal.
3. Notice board.

-sd-

Superintending Engineer

CPWD-6 FOR e-TENDERING

The Superintending Engineer, IIT Mandi, Kamand campus, Distt. Mandi (HP) on behalf of BoG invites online Item rate **composite bids (Two bids system)** from registered and eligible contractors of appropriate class (for tendering limit of equal to or more than the estimated cost) in **CPWD/MES/BSNL/RAILWAYS/STATE PWDs, CENTRAL & STATE PSUs** for the following work(s): for **Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.**

The enlistment of the contractors should be valid on the last date of submission of bids.

In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids)

The work is estimated to cost **Rs. 1,05,82,863.00** **{Rs 88,35,710/- (Civil) + Rs 14,20,952 (Elect.) + Rs. 3,26,201 (Horti.)}**.

This estimate, however, is given merely as a rough guide.

Contractors who fulfill the following requirements shall be eligible for bidding. Joint ventures and conditional tender will not be accepted.

Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month **April, 2026.**

Three similar works each of value not less than 40% of estimated cost **i.e. Rs. 42,34,000/-** or two similar work each of value not less than 50% of estimated cost **i.e. Rs. 52,92,000/-** or one similar work of value not less than 80% of estimated cost **i.e. Rs. 84,67,000/-** for above mentioned work with some Central Government Department/ State Government Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/State Gazette. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

The experience certificate given by an officer not below the rank of Executive Engineer or equivalent shall indicate clearly the nature of the work, agreement no. and satisfactory completion of the work along with actual value of work done and actual date of completion and shall be issued by authorized signatory/authority.

Similar work means civil works which includes Electrical works.

Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

1. The time allowed for carrying out the work will be **120 Days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
2. The site for the work is available.
3. Plan, specification can be seen in the office of the SE, IIT Mandi at Kamand campus on working days except on Saturday, Sunday and Public Holidays before last date/time of submission of bid. The tender document consisting of the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen and downloaded from Central Public Procurement Portal website www.eprocure.gov.in. free of cost.

4. Earnest Money **Rs.2,11,657.00** can be paid in the form of Demand Draft/ Fixed Deposit (drawn in favour of The Registrar, IIT Mandi, payable at Kamand) of any Scheduled Bank shall be scanned and uploaded to the e-tendering website within the period of tender submission.

The intending bidder has to fill all the details of Demand Draft/ Fixed Deposit Receipt (bankers name, amount, number and date) against EMD etc.

The amount of EMD can be paid by Demand Draft/ Fixed Deposit Receipt of any Scheduled Bank. Original to be deposited at the time of opening of technical bid.

5. Technical bid shall be opened first on **11-05-2026 at 03:30 PM**. Eligibility related documents shall be evaluated and parties/agencies will be qualified/disqualified by the Competent Authority.

6. **The bid submitted shall become invalid if:**

- 1.1 The bidder is found ineligible.
- 1.2 The bidder does not upload all the documents (including GST registration) as stipulated in the bid document.
- 1.3 If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of tender opening authority.
- 1.4 The bidder does not deposit physical EMD and Tender cost at the time of technical bid opening.

7. The contractor whose bid is accepted will be required to furnish performance guarantee of **5% (Five Percent)** of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Demand Draft/Fixed Deposit Receipts of any Scheduled Bank in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule "F" including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along tender shall be returned after receiving the aforesaid performance guarantee.

8. Site of construction is located at **North Campus of IIT Mandi at Kamand, Distt. Mandi (H.P.) Pin 175075.**

9. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

10. The competent authority on behalf of the BoG does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

- 11.** Canvassing whether directly or indirectly, in connection with tenderer is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 12.** The competent authority on behalf of BoG reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- 13.** The contractor shall not be permitted to tender for works in the IIT Mandi responsible for award and execution of contracts, in which his near relative is posted as a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the IIT Mandi. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 14.** No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 15.** The bid for the works shall remain open for acceptance for a period of **Ninety (90) days** from the date of opening of financial bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
- 16.** This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign contract consisting of: -
 - 1.1** The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Particular Specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - 1.2** Standard C.P.W.D. Form 8 or other Standard CPWD form as applicable.
- 17. For Composite Tenders**
 - 18.1** The Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.
 - 18.2** The bid document will include following four components:

Part A: CPWD-6, CPWD form - 8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2020 as amended upto date.

Part B: General / specific conditions, specifications

Part C: Schedule A to F for minor component of the work. (Superintending Engineer of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/ specific conditions, specifications.

Part D: Schedule of quantities applicable to Civil and electrical work.

18.3 The bidders must associate with himself, agencies enlisted with Central/State Govt. organization/Central Autonomous body/Central Public Sector undertaking and eligible to bid for each of the minor component individually.

18.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of the bid.

18.5 After acceptance of the bid by competent authority, the Engineer in charge of major component of the work shall issue letter of award on behalf of the BoG. After the work is awarded, the main contractor will have to enter into one agreement with Engineer in charge of major component and has also to sign two or more copies of agreement depending upon number of Engineer in charge of minor components. One such signed set of agreement shall be handed over to Engineer in - charge of minor component. Engineer of major component will operate part A and part B of the agreement. Engineer in - charge of minor component(s) shall operate Part C along with Part A of the agreement.

18.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

18.7 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer- in-charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of minor component(s).

18.8 In case the main contractor intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of respective Engineer-in-charge/ DDH of the agreement. The new agency/ agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge of respective discipline is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

18.9 The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Engineer-in- charge of each minor component as well as to Engineer in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

18.10 Running payment for the major component shall be made by Superintending Engineer of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.

18.11 The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in- charge of major component after record of completion certificate of all other components.

18.12 Final bill of whole work shall be finalized and paid by the Superintending Engineer of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the Superintending Engineer of major component for including in the final bill for composite contract.

18.13 It will be obligatory on the part of the tenderer to sign the tender documents for all components before the first payment is released.

-sd-

Superintending Engineer,
IIT Mandi, Kamand campus,
Distt. Mandi (H.P.) Pin 175005
(For and on behalf of the BoG)

SECTION-I
BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids invited are as under:

Sr. No.	Name of Work	Approx. Cost	Period of completion
1.	Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.	Rs. 1,05,82,863.00	120 Days

2. The work is situated at **North Campus of IIT Mandi at Kamand Distt. Mandi (H.P).**

3. **Features:**

- 3.1 General features and major components of the work are as under:
a. As per schedule of quantity.

4. Work shall be executed according to General Conditions of Contract 2023 with amended up to date correction slips.

SECTION-II INFORMATION AND INSTRUCTIONS FOR BIDDERS:

1.0 GENERAL:

- 1.1 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars / query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.2 The bid should be type written / neatly hand written. The bidder should sign each page of the bid.
- 1.3 Over writing should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the pre-qualification document are numbered. Additional sheets, if any, added by the contractor, should also be numbered by him. These should be submitted as a package with signed letter of transmittal.
- 1.4 References, information and certificates from the respective clients, certifying suitability, technical know-how or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.

2.0 DEFINITIONS

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them:
- 2.2 EMPLOYER: Means the BoG, acting through the Superintending Engineer, IIT Mandi, Kamand Campus, Distt. Mandi (H.P.)
- 2.3 CONTRACTOR/ BIDDER/ AGENCY/ FIRM/ APPLICANT: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 Year: means "Financial Year" unless stated otherwise.
- 3.0 Method of Application
- 3.1 If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 FINAL DECISION MAKING AUTHORITY

The Employer reserves the right to accept or reject any application and to annul the Eligibility Criteria process and reject all applications at any time, without assigning any reason or incurring

any liability to the tenderer.

5.0 SITE VISIT

The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

6.0 Award Criteria

6.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- a. Amend the scope and value of contract to the bidder.
- b. Reject any or all the applications without assigning any reason.

6.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

Indian Institute of Technology Mandi

Name of work: Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.

Volume II of Part A

भाग 'क' का खंड- II

INDIAN INSTITUTE OF TECHNOLOGY MANDI

O/o Superintending Engineer, IIT Mandi, Kamand campus

Indian Institute of Technology Mandi

Name of work: Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.

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Certified that this tender Document Volume-II of Part A contains pages from 14-22 pages.

FORM NO.8

Indian Institute of Technology Mandi

STATE: HIMACHALPRADESH

DISTT: MANDI

ITEM RATE TENDER & CONTRACT FOR WORKS

(A) Tender for the work of:-

Name of Work: Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.

- i) To be submitted online by **06:00 PM on 08-05-2026** through website www.eprocure.gov.in to **Superintending Engineer, IIT Mandi, Kamand campus, Distt. Mandi (H.P.)**.
- ii) Technical bid to be downloaded online in presence of qualified tenderer/their authorized /representatives who may be present at **11-05-2026 at 03:30 PM** in the office of **Superintending Engineer, IIT Mandi, Kamand campus, Distt. Mandi (H.P.)**.
- iii) Agency:-.....(contractor)

Designation:- **Superintending Engineer, IIT Mandi, Kamand campus, Distt. Mandi (H.P.)**

TENDER

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the BoG within the time specified in Schedule 'F', viz. Schedule of Quantities and in accordance in all respects with the Specifications / Special conditions, Designs, Drawings and instructions in writing as referred to in this tender document and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

CPWD FORM NO.8

We agree to keep the tender open for **(90) Ninety days** from the date of opening of financial bid and not to make any modifications in its terms and conditions.

A sum of **Rs.2,11,657.00** is hereby forwarded in Demand Draft/Fixed Deposit Receipts of any Scheduled Bank as earnest money. If I/we fail to furnish the prescribed Performance Guarantee within prescribed period, I/we agree that the said BoG or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely. Further, if I/we fail to commence the work as specified, I/we agree that BoG or his successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the Performance Guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 & 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Dated:

Witness:-

Address:-

Occupation:-

Signature of Contractor

Postal Address:-

Telephone No.

Fax:-

E-Mail:-

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of BoG for a sum of Rs (Rupees.....)

The letters referred to below shall form part of this contract agreement.

i)

ii)

-sd-

Superintending Engineer,
IIT Mandi, Kamand campus,
Distt. Mandi (H.P.) Pin 175075
(For and on behalf of the BoG)

PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect. & Horti. Works in case of Composite Tenders)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3) - As per Part-C **Sheet Nos. 48-58**

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any.

1. Special Conditions - **Sheet No. 25-31**

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of work: **Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.**

Estimated cost of work: **Rs. 1,05,82,863.00**

(i) Earnest money: **Rs. 2,11,657.00** (to be returned after receiving performance guarantee)

(ii) Performance Guarantee : 5% of tendered value.

(iii) Security Deposit : 5% of work done/tendered value whichever is higher.

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS

Officer inviting tender

Superintending Engineer, IIT Mandi

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3

Definitions:-

2(v) Engineer-In-Charge

Superintending Engineer,
IIT Mandi, Kamand campus,
Mandi (H.P.)

2(viii) Accepting Authority

Superintending Engineer, IIT Mandi

2(x)	Percentage on cost of materials and labour to cover all overheads and profits	15%
2 (x)	Standard Schedule of Rates	Delhi Schedule of Rates 2023 for Civil work, DSR 2025 for Electrical works and DSR 2020 for Horticulture work with upto date correction slips.
2(xii)	Department	Indian Institute of Technology Mandi
9(ii)	Standard CPWD Contract Form	CPWD Form 8 with GCC 2023

Clause-1:

- (i) Time allowed for submission of Performance guarantee after date of issue of letter of acceptance **10 days**
- (ii) Maximum allowable extension with Late fee @ 0.1% per day of the Performance guarantee amount beyond the period provided in (i) above **7 days**

Clause-2:

Authority for fixing compensation under clause-2 **Superintending Engineer, IIT Mandi**

Clause 2A

Whether Clause 2A shall be applicable **NA**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone(s) as per table given below:- **10 days**

SI No.	Description of Milestone	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone
1.	1/4 of the tender amount	30 Days	1% Tendered Value
2.	1/2 of the tender amount	60 Days	1% Tendered Value
3.	3/4 of the tender amount	90 Days	1% Tendered Value
4.	Full Work	120 Days	1% Tendered Value

Time allowed for execution of work:- 120 Days

Authority to decide

- | | |
|---|-------------------------------------|
| i. Extension of time for
Completion of work. | Superintending Engineer, IIT Mandi. |
| ii. Re-scheduling of Milestone | Superintending Engineer, IIT Mandi. |
| iii. Shifting of date of start in case of
delay in handing over of site. | Superintending Engineer, IIT Mandi |

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause-7:-

Gross work to be done together
With net payment/adjustment
of advances for material collected,
if any, since the last such payment
for being eligible to interim payment

Rs. 26,45,000/-**Clause 7A**

Whether clause 7A shall be applicable

No

Clause 8A

Authority to decide compensation on account if
contractor fails to submit completion plans

Superintending Engineer, IIT Mandi

Clause-10A:-

List of testing equipment to be
Provided by the contractor at site lab.

NA

Clause-10-B(ii).

Whether clause 10-B (ii) shall be applicable

NA

Clause-10C:-

NA

Clause-10CA:-

NA

Clause-10CC:-

NA

Clause-11:- Specifications to be followed for execution of work

C.P.W.D. Specifications 2019 Vol. I & II for civil and for Electrical Works, Part-I (Internal)-2023, with correction slips issued up to last date of submission of tender, particular specifications, manufacturer's specification and work shall be got executed to the satisfaction of Engineer in-charge.

Clause-12:-

Authority to decide deviation upto 1.5 times of tendered amount :

Superintending Engineer, IIT Mandi

12.2 & 12.3 Deviation limit beyond which Clause 12.2 & 12.3 shall apply for building work.

100%

12.5 (i) Deviation limits beyond which Clause 12.2 & 12.3 shall apply for foundation works (except items mentioned in earth work subhead in DSR and related items)

100%

(ii) Deviation Limit for items in earth Work Subhead of DSR or related items

100%

Clause-16:-Competent Authority for deciding reduced rates.

Superintending Engineer, IIT Mandi

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:

1	2	3
4	5	6
7	8	9

Clause 19C (Superintending Engineer) authority to decide penalty for each default

Clause 19D (Superintending Engineer) authority to decide penalty for each default

Clause 19G (Superintending Engineer) authority to decide penalty for each default

Clause 19K (Superintending Engineer) authority to decide penalty for each default

Clause 19L NA

Clause 25

Constitution of Dispute Redressal Committee(DRC)

Chairman – Dean (I&S)

Member-Associate Dean (Infra)

Member- Superintending Engineer

Clause 32**Requirement of Technical Representative (s) and recovery rate**

Sl No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer Or Diploma Engineer	Civil	Project/site engineer and project planning/ billing Engineer	2 years Or 5 years	01 no	Rs. 25,000/-	Rs. Twenty five Thousand Only
2.							
3.							
4.							

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 38 NA

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of **Delhi Schedule of Rates 2023** printed by C.P.W.D.
- (ii) Variations permissible on theoretical quantities:
 - (a) Cement

For works with estimated cost put to tender not more than Rs. 25 lakh.	3% plus/minus.
For works with estimated cost put to tender more than Rs. 25 lakh..	2% plus/minus.
 - (b) Bitumen All Works

	2.5% plus & only & nil on minus side.
--	---------------------------------------
 - (c) Steel Reinforcement and structural steel sections for each diameter, section and category

	2% plus/minus
--	---------------
 - (d) All other materials.

	Nil
--	-----

Indian Institute of Technology Mandi

Name of work :- "Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi."

PART B

भाग 'ख'

INDIAN INSTITUTE OF TECHNOLOGY MANDI

O/o Superintending Engineer, IIT Mandi, Kamand campus

Indian Institute of Technology Mandi

Name of work: Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.

Index – Part B

<i>Sl.No.</i>	<i>Description</i>	<i>Sheet No.</i>
1	Part B	23-46
2	Special conditions	25-31
3	Memorandum of Understanding [M.O.U]	32-33
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5	Form of Earnest Money Deposit	35
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10	Declaration of Local Content	46

Certified that this tender Document of Part B contains pages from 23-46 pages

SPECIAL CONDITIONS

1.0 General

1.1 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications 2019 Vol.I & II" with up to date correction slips, additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge.

The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions.

Should there be any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed :

- i) Description of Schedule of Quantities
- ii) Particular Specifications and Special Conditions, if any.
- iii) Drawings
- iv) CPWD Specifications.
- v) Indian Standard Specifications of B.I.S.
- vi) Manufacturers' specifications & as decided by Engineer-in- charge.

"In the event of any variation/ discrepancy in the drawings, specifications and tender documents etc. the decision of the Engineer-in-charge shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the Engineer-in-charge and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Schedule of Quantities/Specifications etc. being used in the agreement".

The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.

- 1.2 The work shall be got executed through approved specialized agencies as per attached list and to the Satisfaction of the Engineer in charge.
- 1.3 The works to be undertaken by the contractor shall interalia include the following:
- a. Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
 - b. Obtaining of Statutory permissions where-ever applicable and required.
 - c. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
 - d. Warranty obligation for the equipment's and/or fittings/fixtures supplied by the contractor.
- 1.4 Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. **The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site.**
- 1.5 Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
- 1.6 The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.7 The tenderer shall see the approaches to the site. In case any approach from main road is required

at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.

- 1.8 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.9 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.
- 1.10 The contractor shall provide at his own cost suitable weighing and measuring arrangements as may be necessary at site for checking. All such equipment's shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 1.11 All the materials, fittings and accessories should conform to approved manufacturers specifications where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested from approved labs wherever required at his own cost.
- 1.12 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall super cede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
- 1.13 The contractor should submit the shop drawing of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
- 1.14 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre- delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 1.15 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.16 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.

- 1.17 The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the client department. No extra payment shall be made on this account.
- 1.18 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
- 1.19 For construction works which are likely to generate malba / rubbish, contractor shall dispose of malba,

rubbish & other unserviceable materials and wastes at his own cost to the notified specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.

- 1.20 The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc until / unless specified otherwise and any other incidental works required to complete this work. Nothing extra shall be payable on this account.
- 1.21 Any legal or financial implications resulting out of disposal of earth shall be sole responsibility of the contractor. Nothing extra over the schedule shall be paid on this account.
- 1.22 The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. It is clarified that the extra sewerage charges (one time charges for commencement of work) required to be paid to the Municipal Corporation / other statutory bodies shall be paid by the department and need not be considered by the contractor. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.
- 1.23 Royalty at the prevalent rates shall be paid by the Contractor as per the terms of supply between them on all materials such as boulders, metals, sand and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Nothing extra shall be payable on this account.
- 1.24 The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Engineer-in-Charge. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.
- 1.25 The Contractor shall make all necessary arrangements for protecting from rains, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.
- 1.26 In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.
- 1.27 The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology

and equipments for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

- 1.28 All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, barricading, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer- in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.
- 1.29 The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at his site office.
- 1.30 No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.
- 2.0 Unless otherwise specified in the schedule of quantities or CPWD specifications, the rates for respective items shall be all inclusive and apply to the following: -
- i) All lifts & all heights, floors including terrace, leads and depths.
 - ii) All labour, material, tools and plants and other inputs involved in the execution of the item.
 - iii) Any of the conditions and specifications mentioned in the tender documents.
 - iv) Providing sunk flooring in bath-rooms, kitchen, etc.
 - v) Any legal or financial implications resulting out of disposal of earth, if any.
 - vi) Payment of Royalty at the prevailing rates, if any, on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities.
 - vii) All incidental charges for cartage, storage and safe custody of materials brought to site.

3.0 **SECRECY**

- 3.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
- 3.2 The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.

3.3 All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work / works or the earlier determination of the contract.

4.0 **LABOUR AND SECURITY**

4.1 Contractor should provide his plan for labour huts as per his requirement and get it approved from the Engineer-in-Charge. The contractor will be provided space for labour huts etc. inside the campus but the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.

4.2 Contractor has to follow the security requirement of the campus and obtain necessary entry passes for the labour and vehicles and follow security checks at entry / exit gates, restriction on movement of vehicle, restricted timings of working etc. The Department however shall assist the contractor in obtaining such passes for movement of vehicles and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour including restrictions in working hours, if there is any.

4.3 The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the bonafides of such people.

4.4 The contractor & his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the campus/area (hereinafter referred to as "Administrator").

4.5 The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of his workmen, agents / representatives.

4.6 Normally contractor shall be allowed to carry out work between 7 AM to 6 PM. However, he may also be allowed to carry out the work beyond 6 PM & up to 7 AM if the site conditions / circumstances so demand with prior written permission from the "Administrator". However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.

4.7 Normally contractor's material / vehicles etc shall be allowed to move in / go-out between 7 AM to 7 PM only & no movement of material / vehicles out of site of work shall be allowed during night hours unless specific permission is obtained from the "Administrator".

4.8 In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at his own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.

5.0 **TRANSPORTATION AND OFFICE INFRASTRUCTURE:**

5.1 In order to complete the work within the scheduled time if the contractor shall be required to do the work in more than one shift and accepted by the department the contractor will provide vehicular facilities to the IIT Mandi site staff to reach the site and their residence at his own cost for their services required beyond the normal office hours. In case the contractor fails to provide the facilities Engineer-in-Charge shall be at liberty to make the arrangement themselves and deduct the respective cost from the contractor's bills.

5.2 The contractor shall make arrangement for Helmets and leather shoes (meant of construction work at sites) for all field staff of the department during the entire period of construction for safety reasons. One helmet and two pairs of shoes per staff member (maximum ten members) of the departments per year shall be arranged by the contractor.

6.0 DOCUMENTATION

The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, audio / video recording & other records etc. Nothing extra shall be payable to Contractor on this account. However, cost of photographs, slides, audio / video graph etc. shall be borne by the Department. The original films shall be the property of the Department. No copy shall be prepared without the prior approval of the Engineer-in-charge.

7.0 PROGRESS AND MONITORING OF WORK:

7.1 Apart from the above integrated program chart, the contractor shall be required to submit monthly progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified:

- i) Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.
- ii) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.
- iii) Plant and machinery statement, indicating those deployed in the work.
- iv) Man-power statement, indicating individually the names of all the staff deployed on the work, along with their designations.
- v) Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of cheque payment received etc.

7.2 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

7.3 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-charge.

7.4 The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the Engineer-in-Charge.

8.0 SAFETY MEASURES

8.1 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.

AE(C)

AE(E)

30

Superintending Engineer

Correction.. Nil Deletion.. Nil Insertion.. Nil Overwriting.. Nil

9.0 **Warning / Caution Boards**

All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", " No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.

10.0 **Sign Boards**

The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Associate contractors and specialized agencies. Nothing extra shall be payable on this account.

11.0 Necessary protective and safety equipment's shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and used at site.

12.0 No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

MEMORANDUM OF UNDERSTANDING [M.O.U] BETWEEN

1]M/S [Name of the firm with full address]

Enlistment Status

Valid Upto:

[Hence forth called the main contractor]

And

2]M/S [Name of the firm with full address]

Enlistment Status

Valid Upto:

[Henceforth, called Associated Electrical Contractor or Electrical Contractor]

For the execution of Electrical Work **"Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi."**

We state that M.O.U between us will be treated as an agreement and has legality as per Indian Contract Act [amended upto 14.05.2013] and the department [IIT Mandi] can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent this MOU allows. Both the parties shall be paid consequent to the execution as per agreement to the extent this MOU permits. In case of any dispute, either of us will go for mediation by the Superintending Engineer, IIT Mandi. Any of us may appeal against the mediation to the Dean(I&S) IIT Mandi. His decision shall be final and binding on both of us.

We have agreed as under:

1. The electrical contractor will execute all electrical works in the wholesome manner as per terms and conditions of the agreement. .
2. The electrical contractor shall be liable for disciplinary action if he fails to discharge the action[s] and other legal action as per agreement
3. All the machinery and equipments, tools and tackles required for execution of the electrical works, as per agreement, shall be the responsibility of the electrical contractor.
4. The site staff required for the electrical work shall be arranged by the electrical contractor as per terms and conditions of the agreement.

5. Site order book maintained for the said work shall be signed by the main contractor as well as by the Engineer of the Associated Contractor and by Associated Contractor himself.
6. All the correspondence regarding execution of the electrical work shall be done by the Department with the Associated Contractor with a copy to the main contractor. In case of non-compliance of the provisions of agreement, the main contractor, as well as the associated contractor shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the main contractor.

SIGNATURE OF MAIN CONTRACTOR

Date:
Place

SIGNATURE OF ASSOCIATED
ELECTRICAL CONTRACTOR.

Date
Place:

COUNTERSIGNED

Superintending Engineer, IIT Mandi,
Kamand campus

AE(C)
AE(E)

WILLINGNESS CERTIFICATE

Name of work: "Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi."

I hereby give my willingness to work as electrical contractor for the above mentioned.

I will execute the work as per specifications and conditions for the agreement and as per direction of the Engineer-in-Charge. Also I will employ full time technically qualified supervisor for the works. I will attend inspection of officers of the department as and when required.

Dated:

Signature of the Electrical Contractor

Form of Earnest Money Deposit Bank Guarantee Bond

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20... . THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
 - OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,
 - OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,
 - OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date

Signature of the Bank

Witness

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the BoG (hereinafter called "IIT Mandi") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the IIT Mandi an amount not exceeding Rs. (Rupees..... Only) on demand by the IIT Mandi.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IIT Mandi stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the IIT Mandi any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIT Mandi under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer- in- Charge on behalf of the IIT Mandi certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the IIT Mandi that the IIT Mandi shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIT Mandi against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IIT Mandi or any indulgence by the IIT Mandi to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or

the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IIT Mandi in writing.
8. This guarantee shall be valid up tounless extended on demand by the IIT Mandi. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees)
and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR
FOR REMOVAL OF DEFECTS AFTER COMPLETION OF WORK**

The agreement made this..... day of 20betweenS/o(hereinafter called the GUARANTOR of the one part) and the BoG.

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR OF THE ONE PART AND the BoG of the other part whereby the contractor inter alia undertook to render the work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty workmanship, improper slope, finishing and materials.

NOW THE GUARANTOR hereby guarantee that work executed by him will be free from any material defects, structural defects, cracks, hollow pockets, improper slope, faulty joints etc. for **five years** to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the BoG, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligatorand by for and on behalf of the BoG on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of :-

1. 2.

SIGNED FOR AND BEHALF OF THE BoG BYin the presence of :-

1. 2.

INTEGRITY PACT

To

.....,
.....,
.....

Sub: NIT No. for the work

.....

Dear Sir,

It is here by declared that IIT Mandi is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIT Mandi.

Yours faithfully

Superintending Engineer,
IIT Mandi, Kamand campus,
Distt. Mandi (H.P.) Pin 175075

INTEGRITY PACT

To

Superintending Engineer,
IIT Mandi, Kamand campus,
Distt. Mandi (H.P.) Pin 175075

Sub: Submission of Tender for the work of **Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.**

Dear Sir,

I/We acknowledge that IIT Mandi is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIT Mandi. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIT Mandi shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Mandi.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

BoG represented through Superintending Engineer, IIT Mandi, Kamand campus, Distt. Mandi (H.P.) hereinafter referred as '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/ firm/ Company) through (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.**

(Name of work) hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents)

adhere to the highest ethical standards and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if

already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIT Mandi.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
 (For and on behalf of Principal/Owner)

.....
 (For and on behalf of Bidder/Contractor)
 WITNESSES:

1.
 (signature, name and address)

2.
 (signature, name and address)

Place:

Dated :

COMPLETED WORK FORMAT

1. Name of work/project & location
2. Name of contractor.:
3. Agreement no.
4. Estimated cost
5. Tendered cost
6. Date of start
7. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
8. Amount of compensation levied for delayed completion, if any
 - (a) Whether case of levy of compensation for delay has been decided or not Yes/No
 - (b) If decided, amount of compensation levied for delayed completion, if any
9. Amount of completion
10. Amount of reduced rate items, if any
11. Performance Report
 - (1) Quality of work Outstanding/Very Good/Good/Poor
 - (2) Financial soundness Outstanding/Very Good/Good/Poor
 - (3) Technical Proficiency Outstanding/Very Good/Good/Poor
 - (4) Resourcefulness Outstanding/Very Good/Good/Poor
 - (5) General Behavior Outstanding/Very Good/Good/Poor

Dated:

Superintending Engineer

Declaration of Local Content

(To be given on Company Letter Head)

To

**The Superintending Engineer,
I.I.T. Mandi, Kamand, – 175 075,
District – Mandi, Himachal Pradesh, India**

Subject: Declaration of Local Content.

Dear Sir,

I / We, _____(Name of Authorized Official) on behalf of my organization/firm, M/s _____ (Name of the Organization/Firm), hereby declare that we have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I / Class-II local supplier for the offered goods/services. The details of the location(s) at which the local value addition is made for the respective item is/are as under:

S.No.	Description of BoQ Item	Goods / Services	Country of Origin	Local Content %	Details of the location(s) at which the local value addition is made

Further, we confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) from time to time.

Note:

"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law."

Yours faithfully,

(Signature)

Name:

Date:

Office Seal:

भारतीय प्रौद्योगिकी संस्थान मंडी

कार्य का नाम: -

“ Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.”

PART C

भाग 'ग'

भारतीय प्रौद्योगिकी संस्थान मंडी

अधीक्षण अभियंता कार्यालय, भा.प्रौ.सं. मंडी, कमांड परिसर

INDEX-PART-C (SCHEDULE OF QUANTITIES)

Sl.No.	Description	Sheet No.
1	Schedule of Quantity	48-57
	Drawings	58

It is certified that this document PART-C (Schedule of Quantity) containing pages from sheet no. 47 to 58.

Schedule of quantity

Name of Work: Development of rose garden and paved pathways and paved parking near the Kiran aircraft and Administrative block at North Campus of IIT Mandi.					
Sl. No.	DESCRIPTION OF ITEMS	Qty.	UNIT	RATE (INR)	AMOUNT (INR)
1.	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth within all lead and lift as directed by Engineer-in-Charge: a) All kinds of soil as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	1503.00	Sqm		
2.	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth within all lead and lift as directed by Engineer-in-Charge. a) All kinds of soil as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	191.00	Cum		
3.	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, all lift including getting out the excavated soil and disposal of surplus excavated soil as directed, within all lead. a) All kinds of soil as per entire satisfaction and direction of Engineer-in-charge.	153.00	Cum		
4.	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, within all lead and lift as per entire satisfaction and direction of Engineer-in-charge.	116.00	Cum		

5.	Excavating holes more than 0.10 cum & up to 0.5 cum including getting out the excavated soil, then returning the soil as required in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering etc, disposing of surplus excavated soil, as directed within all lead and lift a) All kinds of soil as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	4.00	Nos.		
6.	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : a) 1:2:4 (1 cement : 2 coarse sand(zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources) as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	96.00	Cum		
7.	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : a) 1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources) as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	209.00	Cum		
8.	Centering and shuttering including strutting, propping etc. and removal of form work for : a) Foundations, footings, bases for columns as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	189.00	Sqm		
9.	Centering and shuttering including strutting, propping etc. and removal of form work for : a) Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets, kerbs and steps etc. as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	278.00	Sqm		

10.	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : a) 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources) as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	99.00	Cum		
11.	Centering and shuttering including strutting, propping etc. and removal of form for : a) Walls (any thickness) including attached pilasters, buttersesses, plinth and string courses etc. as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	53.00	Sqm		
12.	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. a) Thermo-Mechanically Treated bars of grade Fe-500D or more as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	5000.00	Kg		
13.	Coursed rubble masonry (first sort) with hard stone in foundation and plinth with : a) Cement mortar 1:6 (1 cement : 6 coarse sand) as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	12.00	Cum		
14.	Coursed rubble masonry (second sort) with hard stone in foundation & plinth with : a) Cement mortar 1:6 (1 cement : 6 coarse sand) as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	14.00	Cum		

15.	<p>Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.</p> <p>a) Granite stone slab colour black, Cherry/Ruby red</p> <p>i) Area of slab over 0.50 sqm as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.</p>	29.00	Sqm		
16.	<p>Providing edge moulding to 18 mm thick marble stone counters, Vanities etc., including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-Charge.</p> <p>a) Granite work as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.</p>	127.00	Metre		
17.	<p>Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.</p> <p>a) Hot finished welded type tubes as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.</p>	231.00	Kg		
18.	<p>Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) :</p> <p>a) 25 mm thick as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.</p>	117.00	Sqm		

19.	Extra for pre finished nosing in treads of steps of Kota stone/ sand stone slab as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	100.00	Metre		
20.	Pointing on stone work with cement mortar 1:3 (1 cement: 3 fine sand) : a) Flush/ Ruled pointing as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	57.00	Sqm		
21.	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : a) Two or more coats on new work as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	5.00	Sqm		
22.	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	1218.00	Sqm		
23.	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	1002.00	Sqm		
24.	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge) as per entire satisfaction and direction of Engineer-in-charge including	20.00	Cum		

	carriage of material in all leads and lifts.				
25.	Providing and fixing 10x10x7.50 cm Granite stone block hand cut and chisel dressed on top, for paving in floors, drains etc. laid over 20mm thick base mortar 1:4 (1 cement : 4 coarse sand) with joints 10mm wide filled with same mortar including ruled pointing etc. complete as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	69.00	Sqm		
26.	Providing & making Gabion structure with Mechanically Woven Double Twisted Hexagonal Shaped Wire mesh Gabion Boxes as per IS 16014:2012, MORTH Clause 2500, of required size, Mesh Type 10x12 (D=100 mm with tolerance of $\pm 2\%$) zinc coated, Mesh wire diameter 3.0 mm, mechanically edged/ selvedged with partitions at every 1m interval and shall have minimum 10 numbers of openings per meter of mesh perpendicular to twist, tying with lacing wire of diameter 2.2mm, supplied @3% by weight of Gabion boxes, filled with boulders with least dimension of 200 mm, as per drawing, all complete as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	328.00	Cum		
27.	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete : a) 250 mm dia. R.C.C. pipe as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	10.00	Metre		
28.	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in	3.00	Nos.		

	<p>cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design :</p> <p>a) Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) :</p> <p>i) With common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.</p>				
29.	<p>Extra for depth beyond 45 cm of brick masonry chamber:</p> <p>a) For 455x610 mm size</p> <p>i) With common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.</p>	1.00	Metre		
30.	<p>Electrical items: Supplying and drawing 2x1.5 sq. mm of FRLS/HFFR PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit as required as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.</p>	40.00	Meter		
31.	<p>Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of Upto 35 sq. mm in the existing RCC/ HUME/ METAL pipe as required. as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.</p>	400.00	Meter		
32.	<p>Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as required.as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.</p>	800.00	Meter		
33.	<p>Supplying and laying of 63 mm dia (OD-63 mm & ID-51 mm nominal) DWC HDPE pipe ISI marked along with all accessories like socket, bend, couplers etc. conforming to IS 14930, Part II complete</p>	400.00	Meter		

	with fitting and cutting, jointing etc. direct in ground (75 cm below ground level) including excavation and refilling the trench but excluding sand cushioning and protective covering etc., complete as required as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.				
34.	Supplying and installation of 35 W New generation, IP 65 LED post-top family, CCT (4000-5000 K) energy saving, environmentally friendly, long life aesthetically designed with symmetrical light distribution, spun aluminium landscape luminaire with high power LEDs as light source and supply of 4 meter Aesthetically designed decorative hot dipped galvanised mild steel step pole with grey powder finish. Window - Plasma cut & duly chamfered opening window of 300x110 mm for terminal connections & mounting accessories. Window cover is fitted with allen screws to the pole. Decorative sleek casting ring to increase aesthetical appeal and 5to 32A SP "C" Curve MCB for lighting control and foundation bolts including as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	32.00	Each		
35.	Supplying of 4 Core x 6 Sq. mm of 1.1 kV aluminium conductor XLPE Insulated, PVC inner-sheathed armoured, Extruded PVC Type ST2 Outer Sheathed, 650 V/1100 V Grade as per IS 7098 (Part 1) 1988 with upto Date Amendments as required as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	400.00	Meter		
36.	Supplying and making end termination with aluminium lugs for 4 X 6 sq. mm size of PVC insulated and PVC sheathed aluminium conductor cable of 1.1 KV grade as required as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	64.00	Set		

37.	Erection of metallic pole upto 4.5 metre length in cement concrete 1:3:6 (1 cement: 3 coarse sand: 6 graded stone aggregate 40 mm nominal size) foundation including excavation and refilling etc. as required as per entire satisfaction and direction of Engineer-in-charge including carriage of material in all leads and lifts.	32.00	Each		
38.	Horticulture items: Providing & laying Selection no. 1 doob grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with required tools wooden and than rolling the surface with light roller make the surface smoothen and light watering the same and maintenance for 30 days or more till the grass establish properly, as per direction of the officer in charge	2000.00	sqm		
39.	Supplying and stacking at site dump manure from approved source, including carriage upto campus (FOR) lead complete (manure measured in stacks will be reduced by 8% for payment)	10.00	cum		
40.	Bush Rose in different colour 2 to 3 healthy branch 30 cm and above ht. well developed with 8 or more flowers / flower buds in 20 cm Earthen pot / Plastic pot/ Polybag including plantation at site watering and removal of unserviceable material while planting as per direction of the officer-in-charge.	400.00	nos.		
41.	Providing and Displaying of Standard Rose (H.T. variety) 3 to 4 healthy branch 90 cm and above ht. well developed with one and above flowers in 25 cm Earthen Pot, Polybag including plantation at site watering and removal of unserviceable material while planting as per direction of the officer-in-charge.	200.00	nos.		
42.	Providing and stacking of Duranta Golden, having ht.15 to 20 cm bushy shape with fresh and healthy leaves in 15 cm size of Earthen Pot / Plastic Pot, Polybag including plantation at site watering and removal of unserviceable material while planting& as per direction of the officer-in-charge.	500.00	nos.		

43.	Providing and stacking of Gardenia jasminoides of height 45-60 cm. with 3-4 branches in earthen pots/Poly Bag of size 20 cm, Polybag including plantation at site watering and removal of unserviceable material while planting as per direction of the officer-in-charge.	10.00	nos.		
44.	Providing and stacking of Nerium oleander variegated of height 60-75 cm., multi-branched in earthen pots of size 25 cm, Polybag including plantation at site watering and removal of unserviceable material while planting as per direction of the officer-in-charge.	800.00	nos.		
	Total				

Note:-

- 1. Quoted rate should be inclusive of all applicable taxes including GST (nothing extra shall be payable).**
- 2. All Statutory deduction will be made as per prevailing rates.**

Sd/-
Superintending Engineer

