



**INDIAN INSTITUTE OF TECHNOLOGY GOA, GEC
CAMPUS, FARMAGUDI, PONDA, GOA, 403401**

**TENDER DOCUMENT FOR THE WORKS "CREATION OF
STORAGE SPACE BENEATH STAIRCASE WAIST SLAB- CIVIL
WORKS"**

NIT: IITGOA/C&EMD/2024/001 DT. 16-02-2024



Contents

PART A (TECHNICAL BID)

1. NOTICE INVITING TENDER.....	3
1.1 INTRODUCTION.....	3
1.2 PARTICULARS	3
1.3 ELIGIBILITY CRITERIA.....	4
2. INFORMATION TO BIDDERS.....	5
2.1 SCOPE OF WORK	5
2.2 GENERAL INSTRUCTIONS.....	5
2.3 SUBMISSION OF TENDER	7
2.4 EVALUATION OF BIDS AND AWARD OF WORK.....	8

PART A (FINANCIAL BID)

1. SCHEDULE OF QUANTITIES - CIVIL WORKS	10
---	----

ANNEXURES.....	11
----------------	----

1. ANNEXURE A (UNDERTAKING BY THE BIDDER).....	11
2. ANNEXURE B (BID SECURITY DECLARATION).....	12
3. ANNEXURE C (LIST OF APPROVED MAKE OF MATERIALS)	13
4. ANNEXURE D (FORMAT - PERFORMANCE GUARANTEE).....	14
5. ANNEXURE E (FORMAT - AGREEMENT ON NON JUDICIAL STAMP PAPER) ..	15



PART A (TECHNICAL BID)

1. NOTICE INVITING TENDER

1.1 INTRODUCTION

Indian Institute of Technology (IIT) Goa, invites sealed item rate tenders from the eligible contractors for the works "Creation of storage space beneath staircase waist slab- Civil Works".

1.2 PARTICULARS

1.NIT No	IITGOA/C&EMD/2024/001
2.Name of work	Creation of storage space beneath staircase waist slab - Civil Works
3.Location of work	640 capacity hostel premises
4.Estimated Cost (Including GST)	Rs. 1,89,612/-
5. Tender Fees	Rs. 1000/-
6. Earnest Money Deposit	Rs. 3,800/-
7. Security deposit	5% of the completed work amount.
8. Performance Guarantee	5% of the value of the contract.
9. Contract Period	30 days
10. Tender Basis and Mode	Two Bid System
11 .Mode of Payment to IITGoa	Tender Fees -Demand Draft EMD – Demand Draft/Fixed Deposit Receipt The Demand Draft/Fixed Deposit Receipt should be drawn in favour of IIT Goa Main Account payable at Goa. (Cheques will not be accepted)
12. Date, Time & Venue of Pre-Bid Meeting	26-02-2024 at 11.00 hrs in the C&EMD Office, IIT Goa
13. Closing Date & Time of Receiving of bids.	11-03-2024 at 15.00 hrs
14. Date & Time of opening of technical bids	11-03-2024 at 15.30 hrs at C&EMD Office, IIT Goa
15. Date, Time & Venue of Financial Bid Opening	Will be informed to all technically qualified bidders.
16. Address of tender issue, submission and opening	Tender documents will be available on the site as stated: https://www.iitgoa.ac.in (Under tender Section) & CPP Portal. Tender submission & opening place: C&EMD OFFICE, IIT GOA
17. Website for full and updated information.	https://www.iitgoa.ac.in (Under tender Section) .

Sd/-
Registrar, IIT Goa



1.3 ELIGIBILITY CRITERIA

1.3.1 The bidder must have successfully completed at least 1 (ONE) similar work of value of 80% of the estimated cost or 2 (TWO) similar works each of value 60% of the estimated cost or 3 (THREE) similar work each of value 40% of the estimated cost with Government/ Semi-government/ PSU/ Government Funded Autonomous Organization or reputed Pvt. Organisations during last 7 (seven) years preceding last date of the month of tender submission. In case of private works, the same shall be supported by TDS certificate for the work under consideration along with the document of having satisfactorily completed the above work to the satisfaction of Engineer-in -Charge.

Note:

(i) The estimated cost is Rs. 1,89,612/- (Rupees One Lakh Eighty Nine Thousand Six Hundred and Twelve Only) (Inclusive of GST).

(ii) Similar works shall mean: Installation of structural steel frames.

1.3.2 The bidder must have GST registration certificate and Permanent Account Number of income tax.

1.3.3 A Certificate/ Undertaking on the letter head of the company to the effect that the bidder/ Manufacturer has not been blacklisted anywhere in India or abroad by any organization. A self- certification to this effect is required to be enclosed as given in ANNEXURE-A.

1.3.4 Average annual turnover for the last three years (till 31.03.2023) of the bidder as per ITCC or profit & loss statement shall not be less than the estimated cost (i.e. Rs. 1,89,612/-)

1.3.5 The agencies should enclose the Xerox copies of the following;

- a) Performance certificate / Work Completion Certificate.
- b) GST Registration.
- c) PAN Card Copy
- d) TDS Certificate in support of private works as per criteria 1.3.1 along with work order copy and completion certificate.
- e) Average Annual turnover for the last three years duly certified by CA
- f) Complete tender document, each page duly signed and stamped by the bidder as acceptance of the conditions.



2. INFORMATION TO BIDDERS

2.1 SCOPE OF WORK

- 2.1.1 IIT Goa invites tender for the works “Creation of storage space beneath staircase waist slab- Civil Works”.
- 2.1.2 The summary of the works is as stated below:
- A. Providing structural steel work in single section.
 - B. Painting with synthetic enamel paint.
 - C. Providing and fixing galvanised M.S wire gauge
- 2.1.3 The contractor shall provide weekly report on the amount of work completed.
- 2.1.4 Police Verification Certificate of all workers shall be obtained by Contractor.

2.2 GENERAL INSTRUCTIONS

- 2.2.1 Bidding documents are to be obtained electronically through websites: <https://www.iitgoa.ac.in> (Under tender Section) & CPP Portal.
- 2.2.2 The CPWD GCC (excluding clauses 10B, 10C, 10CA, 10CC) and Specifications of CPWD shall be applicable to this tender unless otherwise specified.
- 2.2.3 **The bidder shall visit and inspect the site and obtain all information at his/her own responsibility and at own cost, which may be necessary for the purpose of quoting and submitting the tender.** No excuse or ignorance as to site conditions and local information shall be accepted after awarding of the contract. The Engineer-in-charge will grant access to the site on all working days within working hours.
- 2.2.4 All clarifications about the tender shall be sought by bidder on or before the final submission date & time.
- 2.2.5 **The bidders having MSME registration and claiming exemption for submission of tender fees and Earnest Money Deposit should duly fill and submit the Bid Security Declaration Form stated in Annexure B.**
- 2.2.6 Completion certificate issued by the Competent Authority (not below the rank of Executive Engineer) accompanied by the copy of work order shall be credential for the similar work. The completion certificate should contain the name of the contractor, location of work, work order reference, date of start of work, actual and scheduled date of completion, delay if any, penalty levied, remark about the quality of work etc. Completion certificate from reputed private organisations accompanied by TDS certificate and the details as mentioned above shall also be considered.
- 2.2.7 The bidding document (consisting of the schedule of quantities of various types of items to be executed, the set of terms and conditions of the contract and other documents / drawings, if any), corrigendum can be downloaded from the website: <https://www.iitgoa.ac.in> (Under tender Section) & CPP Portal. The institute shall not be responsible for any delay /difficulties / inaccessibility of downloading facility for any reason whatsoever.



- 2.2.8 All costs, charges & expenses that may be incurred in connection with the preparation of the tender shall be borne by contracting agency and the Institute accepts no liability whatsoever therefore.
- 2.2.9 Rates quoted by the bidders shall be inclusive of labour charges, GST (Goods and Services Tax -Central, State and Interstate), applicable taxes, overheads and profits. Income Tax and all other statutory deductions like labour cess etc. will be deducted from the bill as per prevailing rules.
- 2.2.10 Exemption to IITGoa against any tax/ duty/ fee/ surcharge/ charge/ cost, if any, found applicable or sought later from IITGoa after award shall be passed on to IITGoa by the contractor without dispute.
- 2.2.11 IITGoa reserves the right to reject any or all of the bids without assigning any reason.
- 2.2.12 Bid Validity: Bid shall remain valid for 120 days from the date of submission.
- 2.2.13 Materials required for satisfactory completion of work shall be of approved quality, make, grade etc. and confirming to the Indian Standard Specifications (Latest revision) wherever applicable and as approved by the Engineer-in-charge. **All material before fixing/ installation should be shown to the engineer-in-charge for quality check and approval.**
- 2.2.14 **Compensation for delay in work completion:** Time is the essence of the contract. The work should be completed in all respects and handed over to IIT Goa for its use within the time stipulated in the contract. In case of delay in the work beyond the stipulated time or extended time duly granted by IIT Goa if any, the contractor shall pay compensation an amount equal to 1% of the work order value or such smaller amount as the employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement for every week that the work remains uncommenced or unfinished or remains incomplete due to quantity of work that remains incomplete after proper date as per the progress chart. Compensation to be paid by the contractor shall not exceed 10% of the work order value as shown in the agreement.
- 2.2.15 The work should be completed within the stipulated time period as mentioned in the contract or extended time if any duly granted by IIT Goa. In case the work is delayed beyond the stipulated time, the contractor has to complete the work as quick as possible subject to levy of compensation as per the clause above. In case IIT Goa feels that the work is abnormally delayed by the contractor, IIT Goa shall have the liberty to execute the balance work at the risk and cost of the contractor including the encashment of EMD, performance bank guarantee, pending bills etc. Further, if IIT Goa desires, it may terminate the contract and debar the contractor from future participation in IIT Goa tenders for a period of two years.
- 2.2.16 No secured advance will be paid.
- 2.2.17 Payment shall be made on the basis of actual measurement carried out. The payment shall be made Security deposit @ 5% of the completed value shall be retained with IIT Goa for a period of one year of defect liability period. If any defect in the work is detected within one year of completion date due to bad workmanship or material supplied by the contractor, the same shall be made good by the contractor free of cost to IIT Goa. In case the contractor fails to rectify the defect promptly, the defect will be rectified and made good by IIT Goa at the risk



and cost of the contractor. The amount shall be recovered from the security deposit amount.

- 2.2.18** Before commencement of work, the contractor shall submit a bar chart showing the major milestones as to how he/she is planning to complete the work within the stipulated time frame. The bar chart shall be submitted to the Engineer In-Charge and shall be finalized as mutually agreed upon. The contractor will make the work progress as per the bar chart failing which compensation may be levied as per the compensation clause no. 2.2.14.
- 2.2.19** If any information furnished by the bidder is found as false / fabricated, then his bid will be rejected and treated as cancelled. Even if such manipulation is detected at any stage after signing of the contract, it would lead to termination of the contract besides forfeiture of Performance Guarantee and liabilities towards prosecution. In such cases the bidder will be debarred from participation in future tendering process of IITGoa for next 02 (Two) years.
- 2.2.20** Water required for the works shall be arranged by the contractor. The electricity consumed for the works will be charged as per the meter readings and at the same rate at which IIT Goa pays to the electricity department. However, the energy meter and the other electrical installations required to measure and use the electricity consumption shall be arranged by the contractor.

2.3 SUBMISSION OF TENDER

- 2.3.1** The sealed tenders shall be received at the C&EMD Office, IIT Goa, Goa College of Engineering Campus, Farmagudi, Ponda Goa-403401 up to 15:00hrs, 11th March 2024 or as per Corrigenda otherwise.
- 2.3.2** Tenders received after the due date and time shall not be considered.
- 2.3.3** Tenders shall be submitted in a sealed Master envelope super scribed "Creation of storage space beneath staircase waist slab - Civil Works" with the NIT No. IITGOA/C&EMD/2024/001 dt 16-02-2024, containing three separate sealed covers, each clearly super scribed as "Tender Fees & EMD", "Technical Bid" and "Financial Bid" respectively, in the following manner.

Envelope-1 will consist of Tender Fees & Earnest Money Deposit (EMD) of requisite amount (in the prescribed mode or proof of payment thereof) / Bid Security Declaration (For MSME Registered Firms). Tender without submission of Tender Fees & Earnest Money Deposit (EMD) / Bid Security Declaration would be summarily rejected).

Envelope-2 (Technical Bid) will consist of:

- Covering letter of the offer signed by firm's authorized signatory.
- Complete tender document, each page duly signed and stamped by the bidder as acceptance of the conditions. The name of the person signing the bid documents with his designation in the firm/company must be clearly mentioned.
- Documents establishing the identity and authenticity of the bidder/ bidding firm.



- Self-certified copies of all the documents in support of eligibility of bidder ref. clause 1.3
- Undertaking by the bidder as per ANNEXURE-A

Envelope-3 (Financial Bid) will consist of Financial Bid duly filled-in, signed by the bidder or his/her authorized signatory and stamped. The name of the person signing the bid document with his designation in the firm/company must be clearly mentioned.

2.4 EVALUATION OF BIDS AND AWARD OF WORK

2.4.1 The technical bids will be opened on the specified date and time of opening at the C& EMD Office, IIT GOA, GEC Campus, Farmagudi, Ponda Goa in the presence of willing bidders or their authorized representatives.

2.4.2 Bids shall, first be checked for Tender Fees & Earnest Money Deposit / Bid Security Declaration. Only those bids found to have duly submitted the Tender Fees & Earnest Money Deposit / Bid Security Declaration shall be considered for evaluation.

2.4.3 Evaluation of Bid: The bids received will then be assessed on the eligibility criteria mentioned at para 1.3 of Notice Inviting Tender. Bids found not meeting the eligibility criteria shall be considered non-responsive and shall be rejected summarily.

2.4.4 Date, time and place of opening of Financial bid will be informed to the Technically Qualified Bidders after evaluation of Technical Bid.

2.4.5 IITGoa retains the right to revert back to individual bidders with further clarifications / queries on the bid. The bidder has to respond to the queries within the specified time mentioned in the covering letter failing which they may be considered as non-responsive and shall be rejected.

2.4.6 Evaluation of Financial Bids: The Financial Bid should contain the complete bid document signed by the authorised representative of the firm and the financial bid should be duly filled in Indian Rupees. Financial Bids opened as above will be checked for arithmetical errors. The work will be finalised on lowest quotation basis.

2.4.7 The lowest bidder shall be issued work order for carrying out the work, and such bidder is required to furnish a Performance Guarantee within seven working days from the date of issue of work order failing which the work order may be cancelled. This guarantee shall be in the form Insurance Surety Bonds, Account Payee Demand Drafts, Fixed Deposit Receipt or Bank Guarantee from any of the commercial banks (Format of bank guarantee is stated in ANNEXURE D).

2.4.8 Conditional tender will not be accepted.

2.4.9 Agreement (Contract) consisting of complete tender document including conditions, bill of quantities, technical proposal and specialized services, drawings, if any, and acceptance thereof together with any correspondence



leading thereto, shall be drawn and signed with the awardee after issue of Work Order on non judicial stamp paper of Rs. 100. The format of the agreement is stated in Annexure E.

2.4.10 Date of start of work shall be reckoned from 7th day from the date of issue of "Work Order".



PART B (FINANCIAL BID)

1. SCHEDULE OF QUANTITIES - CIVIL WORKS

Schedule of Quantities					
Sr.No	Item Description	Unit	Quantity	Rate(Rs.)	Amount(Rs.)
1	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. Rate in words:	Kgs	700		
2	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : i) Two or more coats on new work. Rate in words:	sqm	150		
3	Providing and fixing galvanized M.S. wire gauge to windows and clerestory windows using wire gauge with average width of aperture 25 mm in both directions with wire of dia 12 SWG all complete and applying a coat of approved steel primer Rate in words:	sqm	75		
	Total Amount				
	Adding 18% GST				
	Total Amount (Including 18% GST)				
	Amount in Words:				



ANNEXURES

1. ANNEXURE A (UNDERTAKING BY THE BIDDER)

(To be printed on letterhead)

UNDERTAKING

I / We have read and examined the Tender document including terms & conditions, specifications, bill of quantities, drawings and designs, general rules & directions, General Conditions of Contract, Special Conditions of Contract and all relevant other documents, publications and rules referred to in the Conditions of Contract (CPWD GCC) and all other contents in the tender documents for the work including applicable CPWD Specifications.

I / We, hereby tender for execution of the work specified for the Indian Institute of Technology Goa within the time specified and in accordance in all respects with the specifications, designs, drawings and instructions in writing. We agree to keep the tender open for 120 days from the last date of its submission and not to make any modifications in its terms and conditions.

If I / we fail to commence the work, I / we agree that the Director, Indian Institute of Technology Goa shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money deposit absolutely. Further, I / We agree that in case of forfeiture of earnest money deposit as aforesaid, I / We agree to suspend of our company/firm for a period of two years from the date publication of this tender for future requirement of IIT Goa.

I / We hereby declare that I / We shall treat the tender documents and other records connected with the work as secret / confidential documents and shall not communicate information derived there-from to any person other than the officials of IIT Goa. I / We hereby declare that our firm (name & address of the firm) is neither blacklisted/debarred by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in every respect and in case, at a later date, it is found that any details provided above are incorrect, the tender/contract given to the firm may be summarily terminated and the firm may be blacklisted.

Seal & Signature of Firm:

Postal Address:

Dated:

Witness:

Address:



2. ANNEXURE B (BID SECURITY DECLARATION)

(To be printed on letter head)

BID SECURITY DECLARATION

IN LIEU OF SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)

Ref: Enquiry No - dated

I/we do hereby certify that the bid submitted by me/us shall not be withdrawn or modified during its validity/extended period of validity.

I am/we are fully aware that, in the event of withdrawal of the bid/any modifications in the bid/ failing to accept the work order within the period /extended period of bid validity/failing to submit the performance security before the deadline prescribed as per rules, our firm shall be suspended to being eligible to submit any bids/proposals for contract with IIT Goa for a period of Two Years.

Signature with date:

Name:

Designation:

Official Seal



3. ANNEXURE C (LIST OF APPROVED MAKE OF MATERIALS)

Note:

1. Unless otherwise specified, the brand/ make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender, shall be used in the work.
2. The Contractor shall obtain prior approval from the Engineer-in-Charge before placing order for any specific Brand/ Make of material.
3. Whenever the specified brand of material is not available then, the Engineer-in-Charge may approve any material equivalent to that specified, subject to a definite proof being offered by the Contractor for its equivalence and its non- availability to his satisfaction.

Sr.No	Materials	Brand/Make
1	Primer	Asian, ICI DuLux, Nerolac
2	Structural steel section	TATA, SAIL, RINL, Jindal, Apollo
3	Synthetic Enamel Paints	Asian Paints (Apolite), Berger (Luxol), Nerolac



4. ANNEXURE D (FORMAT - PERFORMANCE GUARANTEE)

In consideration of the Indian Institute of Technology Goa (IIT Goa) having offered to accept the terms and conditions of the proposed agreement between..... and.....(hereinafter called "the said Contractor(s)") for the works.....(hereinafter called the said agreement") having agreed for 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 Indian Institute of Technology Goa an amount not exceeding Rs.....(Rupees.....Only) on demand by IIT Goa.
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 IIT Goa 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.....(Rupees.....Only)
3. We, the said bank further undertake to pay IIT Goa 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 and the Contractor(s) shall have no claim against us for making such payment.
4. We,.....(indicate the name of 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 dues of IIT Goa 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 IIT Goa 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 IIT Goa that IIT Goa shall have the fullest liberty without any consent and without effecting any manner our obligation hereunder to vary any 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 from any time or from time to time any of the powers exercisable by IIT Goa against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and 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 part of IIT Goa or any indulgence by IIT Goa to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for provision, have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s).
7. We,.....(indicate the name of Bank) lastly undertake not to revoke the guarantee except with the previous consent of IIT Goa in writing.
8. This guarantee shall be valid up to.....unless extended on demand by IIT Goa. Notwithstanding anything mentioned above, our liability against the 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 of for..... (indicate the name of the Bank)



5. ANNEXURE E (FORMAT - AGREEMENT ON NON JUDICIAL STAMP PAPER)

ARTICLE OF AGREEMENT made at Indian Institute of Technology Goa, this (**Date of Agreement**), (Two thousand twenty three), BETWEEN Indian Institute of Technology Goa, an Institute of National Importance under The Institute of Technology Act, 1961 (here in after referred to as the Institute or IIT Goa) which expression shall include its Successors and assigns and all the persons for the time being in management of the Institute of the one part and (**M/s Name of the Agency with Address**) trading in the name and style of xxxxxxxx (hereinafter referred to as the contractor(s)) which expression shall include his/their respective heirs, executors, administrator and assign/its successors and assigns other part.

WHEREAS IIT Goa is desirous of getting the work of ("**Name of the work**") at IIT Goa, GEC Campus, Farmagudi, Ponda, Goa - 403401 done and has caused drawings, schedule of quantities and specifications describing the work to be prepared.

AND whereas the said drawing numbered one to xxxxxxxxxxxxxxxx inclusive of specifications and the priced schedule of quantities have been signed by or on behalf of the parties hereto.

AND whereas the contractor has deposited cash in bank through (**Payment Form & Details**) with IIT Goa as a security for the due performance & EMD respectively of this agreement as provided in the said condition.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW:

1. In consideration of the payments to be made to his as hereinafter provided, the contractor's shall upon and subject to the conditions herein contained and the said conditions, execute and complete the work shown upon the said drawings and such further detailed drawings as may be furnished to him and described in the said Specifications and the said price schedule of quantities within (**Time Period of Work**) from the date of order to commence work.
2. IIT Goa shall pay to the contractor such sums as shall become payable hereunder at the time and in the manner specified in the terms & conditions.
3. Time is the essence of this agreement and the contractor shall pay or allow IIT Goa the sum equivalent to one percent of the total cost of work awarded per week subject to a limit of 10% of the cost of work as liquidated damages for the period during which the said works shall remain incomplete beyond the time allowed in clause (1) above or beyond the time duly extended in writing as per due to the contractor.
4. The term Engineer in the said conditions shall mean the Engineer, Indian Institute of Technology Goa or in the event of this agreement such other persons as shall be nominated for that purpose by IIT Goa not being a person subsequently appointed to be Engineer under the contract approval or direction given or expressed in writing by the Engineer for the time being.



5. The plans, agreement and documents above mentioned shall form the basis of this agreement and the decision of the said engineer or the other engineer for the time being as mentioned in the said conditions, in reference to all matters of dispute as to material and workmanship shall be final and binding on both the parties.
6. IIT Goa, through the Engineer reserves to himself the right of altering the drawings and of adding or omitting any items or work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.
7. This Agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be shown on the drawings, or described in the said specifications or the priced schedule of quantities.
8. All disputes and difference of any kind whatsoever except as excluded by Clause 6 arising out of or works (whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to arbitration. The provisions of the Arbitration act, 1940 or any statutory modification or reenactment thereof and of the rules made thereunder for the time being in force shall apply to arbitration proceedings under this clause. The sole arbitrator shall be decided by the Director, IIT Goa which shall be accepted by the party.
9. All the terms & Conditions & specifications stated in the offer of the contractor and work order issued by IIT Goa shall be an integral part of the agreement.

In witness whereof the parties hereto have set their respective hands the day and the year herein above written.

Signed by the said Contractor:

In the presence of

(1)

(2)

Signed by for and done behalf of IIT Goa:

The presence of

(1)

(2)