

## TERMS OF REFERENCE

### INVITATION TO BID FOR THE PROPOSED CONSTRUCTION OF THE NEW CHANCERY AND OFFICIAL RESIDENCE IN NEW DELHI INDIA

#### BOOK 2 – THE CONTRACT

#### BACKGROUND INFORMATION

<b>Contracting authority</b>	Government Technical Advisory Centre (GTAC),
<b>Name of project</b>	<b>PROPOSED CONSTRUCTION OF THE NEW CHANCERY AND OFFICIAL RESIDENCE IN NEW DELHI INDIA</b>
<b>Tender Number</b>	<b>GTAC 008-2025-26</b>
<b>Purpose</b>	GATC seeks to appoint qualified contractors for the construction of the New Chancery and Official Residence in New Delhi, India.

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## BOOK 2

### CONDITION OF CONTRACT

For

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## ISSUANCE OF TENDER DOCUMENT

### **Construction of the South African new Chancery and Official Residence in New Delhi India**

- (i) The Tenders to be submitted by **11h00 hrs India Time. on 30.06.2025** to the authorized person at the **South African High Commission B-18, Vasant Marg, Vasant Vihar New Delhi** , in sealed envelope containing the tender form with the name of work and due date written on the envelope along with Earnest Money, up to date Income Tax, Clearance certificate, PAN No., partnership deed and copy of registration, works experience etc.
- (ii) **The tender/ bid document will be opened at 11h00 hrs RSA Time upon receipt at GTAC's Offices, 40 Church Square Street, Pretoria South Africa.**

Tender documents in five booklets.

Issued to: .....

(Contractor) .....

Signature of officer issuing the documents .....

Name: .....

Designation: .....

Date of Issue: .....

# NOTICE INVITING TENDER

### 1.1 DESCRIPTION OF PROJECT:

Name of Project	Construction of the South African New Chancery and Official Residence in New Delhi India
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Name of OWNER : South African Government  
Type of Project : Foreign Mission – Offices and Residence

## 1.2 SIZE OF PROJECT:

## Construction of New Chancery and Official Residence in New Delhi India

Built-Up Area	: 2850 sq.m
No. of Floors	: Basement, G+3
Total Height	: Approximately 15 m.
Structural system	: RCC framed structure with Isolated/Raft foundation
Masonry (External)	: ACC Blockwork

## Residence Building

Built-Up Area	: 740 sq.m
No. of Floors	: G+1
Total Height	: Approximately 9m.
Structural system	: RCC framed structure with Isolated/Raft foundation
Masonry (External)	: ACC Blockwork

**1.3 LOCATION : 28A, Rizal Marg, Diplomatic Enclave, Chanakyapuri, New Delhi**

**1.4 SCOPE OF WORK(S) :** All Building & Civil Works, Finishes (Interiors / Exteriors), Services (Plumbing & Firefighting / Electrical/ Works etc.) as per BOOK 2

**1.5 TIME PERIOD OF COMPLETION** : 15 Months

## 1.6 TENDER DOCUMENT

**COST** : Rs. 10,000/- To be paid in EFT

**VENUE FOR SALE & SUBMISSION** : \_\_\_\_\_**SALE START DATE** : 11h00 hrs India Time. on 30.05.2025**SALE LAST DATE** : 11h00 hrs India Time. on 06.06.2025

**SUBMISSION DATE** : 11h00 hrs India Time, on 30.06.2025

- 1.8 OPENING DATE OF TENDER DOCUMENT** : 11h00 hrs RSA Time. on upon receipt
- PRE-BID MEETING**
- VENUE** : **South African High Commission B-18, Vasant Marg, Vasant Vihar New Delhi**  
(All prospective bidders shall proceed to site for a compulsory site briefing)
- TIME & DATE** : 12h30 hrs India Time. on 06.06.2025
- LAST DATE & TIME FOR QUERIES** : 15h30 hrs India Time. on 13.06.2025
- 1.9 EARNEST MONEY DEPOSIT** (along with Book 1 Bid Document)
- AMOUNT** : **2% of the Tender Amount**
- PAYABLE** : In the form of Bank Guarantee or Demand Draft in favour of of The Government Advisory Technical Centre (GTAC)

Sealed item rate tenders are invited in **Two Envelope System** by the employer from approved and eligible contractors for the work of **Construction of the South African New Chancery and Official Residence in New Delhi India**

1. The tender process shall be carried out as a **Two Envelope system**. The offers are to be submitted in two parts.

The first part, the tendering procedure document (BOOK 1 – Invitation to Bid) in prescribed form duly completed and signed should be submitted in a sealed cover superscribed “**Book 1-Tendering Procedures**” **Bid for Construction of the South African New Chancery and Official Residence in New Delhi India**”. This envelope shall also contain the **Earnest Money Deposit** and receipt for purchase of tender.

The second part, the price bid document (BOOK 2 – The Contract) in prescribed form duly completed and signed should be submitted in a sealed cover superscribed “**Financial Bid for Construction of the South African New Chancery and Official Residence in New Delhi India**”

Both the parts should be properly marked and enclosed in two different sealed envelopes. Both these envelopes should be enclosed in a third sealed envelope. All envelopes must be sealed and superscribe the Tender No and due date. The name and address of the bidder must be indicated on the body of the envelope. Copy of the cash receipt issued from the **South African High Commission in New Delhi** should be enclosed with Book 1- Tendering Procedures Bid Document.

2. Tenderer must buy the tender documents in their own name. Tender documents are not transferable. Offers from vendors who have not purchased/have not been issued tender documents from this office will be considered as unsolicited and ignored.
3. Pre-bid meeting shall be convened on specified date and time as given herein before. All questions/queries must be sent in writing, by the specified date and time.
4. Tender Opening: “Book 1- Tendering Procedures” will be opened upon receipt. “Price bid document” will be opened only of those bidders who are found and declared pre-qualified along with intimation to attend price bid opening.
5. Agreement shall be drawn with the successful tenderer on prescribed Central Public Works Department Form No. 8, which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
6. Complete set of tender drawings will be attached to Book 2 – The Contract

7. Sealed tenders with the name of work and due date written on the envelopes, will be received by the designated office **Government Technical Advisory Centre (GTAC) Offices, 40 Church Square Street, Pretoria, South Africa**, up to 11h00 hrs RSA. Upon receipt and will be opened by competent authorities at 11h00 hrs RSA. Upon receipt.
8. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to 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 charges 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 local conditions and other factors having a bearing on the execution of the work.
9. **Government Technical Advisory Centre (GTAC)** does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be rejected.
10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. **Government Technical Advisory Centre (GTAC)** reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall 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 employee at **South African High Commission in India** or **Government Technical Advisory Centre (GTAC)**. Any breach of this condition by the contractor would render him liable to be removed.
13. The tendered quote for the works shall remain valid for acceptance for a period of ninety days from the date of opening of tenders. If any tenderer withdraws his tender before said period or issue of letter of acceptance whichever is earlier or makes any modifications in the terms and conditions of the tender, then the college shall, without prejudice to any other right or remedy, forfeit 50% of the



said earnest money as aforesaid. Further tenderer shall not be allowed to participate in the re-tendering process of work.

14. This Notice Inviting Tender shall form a part of the contract document. The successful contractor, on acceptance of his tender by the Accepting Authority, shall, **within 15 days** from the stipulated date of start of the work, sign the contract agreement on Standard Central Public Workd Department. Form 8-2005 corrected/modified up to date.

## **GENERAL CONDITIONS OF CONTRACT**

1. The tenderers should read all the instructions, nomenclature of items, specifications etc. contained in the tender documents very carefully, before quoting the rates.
2. For general rules and direction, conditions of contract, clauses of contract, safety codes, health and sanitation of workers, Labor regulations and bank guarantee bonds the tenderer shall refer to “**General Conditions of Contract for CPWD Works 2014**” except for exceptions mentioned in this document, which will form a part of the Agreement with up-to-date correction slips. In addition, the buildings are to be IGBC Green New Building Rated. The contractor must strictly adhere to the clauses and conditions specified in the IGBC Green New Building Manual for execution of this project.
3. The tender process shall be carried out as a **Two Envelope system**.
4. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
5. Receipts for payment made on account of work done, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
6. The memorandum of work tendered for shall be filled and completed in the designated office of the college before the tender form is issued.
7. The tenderer shall sign a declaration under the Officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderer shall return all the drawings given to them.
8. Tenderers shall ensure that all the item rates are quoted in figures and words. **Tenders with rates not quoted in words are liable for rejection.** Use of correcting fluid, anywhere in tender document is not permitted; such tender is liable for rejection.

9. Rates quoted by tenderer shall include all materials and labours, equipment, tools and plant etc. As required for execution of the work item including minor incidentals, details not specified therein and shall include all taxes, Goods and Services Tax (GST), labour cess, VAT, octroi, transportation etc.
10. Rate quoted by tenderers are fixed for the whole duration of execution of work; no escalation shall be payable on any account. Only labour escalation shall be reimbursable on increase of statutory labour wages. The labour component shall be taken as 25% of item value and escalation shall be worked out as per Central Public Works Department (CPWD) manual.
11. Rates quoted by the contractor should both be in figures and words be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
12. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
13. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

14. (i) The Contractor whose tender is accepted, will be required to furnish **performance guarantee** of 10 % (Ten Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- (ii) The contractor whose tender is accepted will also be required to furnish by way of **Security Deposit** for the fulfillment of his contract, an amount equal to **2.5%** of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
15. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
16. The client shall not be responsible for providing electricity for construction. The contractor (s) shall apply for a temporary electrical connection at his own cost and no additional amount shall be paid on this account. In case of temporary disruption of power supply, the contractor shall make his own arrangement by providing diesel generators of adequate capacity at his own cost. No claims on additional cost for running the generator shall be entertained.
17. For water supply, contractor shall make his own arrangements. Water must be fit for construction purpose and should be tested by the contractor at his cost and the report submitted to the client .
18. An area of approximately 1200 Sqm shall be provided for setting up the labour camp. In addition to this, only space for store, guard room & site office shall also be provided free of cost at site.
19. The contractor shall at no additional cost, co-ordinate with all contractors called in by the client for specialized works like electrical automation, ICT, air-conditioning, sewage treatment, solar power, etc. The contractor shall at appropriate stages of construction give enough notice and time to specialist contractors to execute their work.

## FORM OF OFFER AND ACCEPTANCE

### 1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE SOUTH AFRICAN NEW CHANCERY AND OFFICIAL RESIDENCE IN NEW DELHI INDIA**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand ..... (in words);

R ..... (in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....

#### For the tenderer

Name of Tenderer .....

Address of Tenderer) .....

Name of witness .....

Signature of witness ..... Date .....

## CONTRACTOR'S UNDERTAKING

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 & 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 -----, within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the date of its opening of the technical bid and not to make any modification in its terms and conditions.

A sum of Rs. .... is hereby forwarded in cash/receipt treasury challan/ deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money

A copy of earnest money receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is attached (**strike out as the case may be**). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said ----- or his successors, 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 work as specified, I/We agree that ----- -- or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in ----- in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge

shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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 therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the College or its interests.

Date:

Signature of Witness

Signature of Contractor

Name of Witness: .....

Postal Address: .....

Address: .....

.....

.....

.....

Occupation: .....

### **A C C E P T A N C E**

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

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

(a)

(b)

(c)

(for & on behalf of -----)

Signatures.....

Date:

Designation.....

## FORM OF OFFER AND ACCEPTANCE (Continued)

### 1.2 Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Schedule A:	Schedule of Quantities
Schedule B:	Schedule of Free issue Material
Schedule C:	Tools and Plants to be hired by the contractor.
Schedule D:	Specific requirements/documentation for the work
Schedule E:	Reference to General Conditions of Contract

and the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

of both parties.

f both parties.

The Tenderer shall deliver the security in terms of Clause 1 of the GCC 2023 within the period stated in the Schedule "F", and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contract the Engineer in Charge (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 10 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract within parties.

Signature .....

Name .....

Capacity .....

for the

Employer

**Department of International Relations and Cooperation (DIRCO)**  
OR Tambo Building, 460 Soutpansberg Rd, Rietondale, Pretoria, 0084

Name of witness .....

Signature of witness ..... Date .....



## Schedule of Deviations

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

of the contract shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final draft of the Contract.

1 Subject .....

Details .....

.....

.....

2 Subject .....

Details .....

.....

.....

3 Subject .....

Details .....

.....

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4 Subject .....

Details .....

.....

.....

5 Subject .....

Details .....

.....

.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addend thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name of Tenderer .....

Address of Tenderer .....

.....

Name of witness .....

Signature of witness ..... Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name of Employer: **Department of International Relations and Cooperation (DIRCO)**

Address of Employer OR Tambo Building, 460 Soutpansberg Rd, Rietondale, Pretoria, 0084

Name of witness .....

Signature of witness ..... Date .....

## **SCHEDULES**

### **SCHEDULE 'A'**

Schedule of quantities (Enclosed):           Annexure A, B, C, D

### **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor

Item.No	Description of item	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4

-----NIL-----

### **SCHEDULE 'C'**

*Tool and plants to be hired by the contractor*

Item.No.	Description	Hire charges per day	Place of issue
1	2	3	4

-----NIL-----

## **SCHEDULE 'D'**

### **Specific requirements/documentation for the work**

#### **NOTE:**

1. The Buildings are designed to achieve IGBC Green New Building rating and all clauses below shall be adhered to for construction.
2. Contractor should have copy of IGBC Green New Building manual (all five volumes) for reference on site
3. Contractor should appoint a representative as a contact person for all the IGBC Green New Building related documentation and work
4. The representative should be available for all IGBC Green New Building meetings

The contractor shall have to submit a work chart, schedule and drawings wherever required explaining how he would address the items given below. All reports and drawings wherever required shall be prepared by the contractor and submitted before commencement of the relevant work. The relevant consultant shall be available for inputs with prior appointment. All photographs to be submitted on a weekly basis shall be both in hard copy and digital format for future reference. For CAD drawings to be prepared by the contractor, relevant base drawings can be obtained on request from the respective consultants.

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Since the building is intended as an IGBC Green New Building rated building, brands for items specified in the BOQ, the contractor shall verify that the brands specified meet IGBC Green New Building norms. In addition to this the contractor shall procure samples and cut sheets including specifically data on embodied energy on each of these items and submit them to assist the consultants in selection of appropriate items.

## **CONSTRUCTION CLAUSES**

### **Preserve and protect landscape during construction**

#### **Proper timing of construction**

1. Contractor to make a project schedule to avoid construction activities in monsoon period to prevent material loss and to avoid pollutants being carried off the site
2. Contractor to ensure that activities like interior works, finishing works that do not get affected due to rain to be carried in monsoon season

#### **Contractor to Submit:**

Detailed construction schedule as approved by architect/client and consultants one month prior to the start of construction work.

#### **Confine construction activity to pre-designated areas**

1. Barricade (3 meter high) areas of construction activities during the entire construction period
  2. Pre-designate/demarcate areas –
    - a. To be disrupted by vehicular movement
    - b. For proper storage of construction material and equipment
    - c. For segregation and storage of construction waste
- Contractor to Submit:**
- a. Detailed CAD site plan with existing and proposed building footprint showing -
  - b. Areas on site on which construction activities will be limited
  - c. Natural vegetation/slopes
  - d. Existing site drainage
  - e. Weekly 10 (minimum) photographs of the construction and storage areas with date stamp for the complete duration of construction

#### **Staging and spill prevention plan**

1. Divide construction areas to separate undisturbed land from land disturbed due to construction activities
2. Construct temporary drainage channels to carry drainage water run-off from construction /storage areas directly to treatment device or sewer line without contaminating storm water run-off from other areas
3. Identify potential spill or source areas like loading and unloading, storage, processing areas, areas for waste disposal and train person on site to prevent spill of hazardous waste and control it within the construction areas

4. The contractor shall not change the natural gradient of the ground unless specifically instructed by the Engineer in Charge. This shall cover all natural features like water bodies, drainage gullies, slopes, mounds, depressions, etc. The contractor shall not carry out any work which results in the blockage of natural drainage.
5. Dispose the contaminated material and hazardous waste **Contractor to Submit:**
  - a. CAD drawing of site plan showing-
  - b. Existing vegetation – trees, shrubs, lawn area, vegetated areas
  - c. Slopes and drainage pattern, direction of slopes and their drainage
  - d. Staging measures adopted on site (boundaries of the first/second/third stages of construction activities)
  - e. Spill prevention measures (along with legend showing the spill source, spill boundary and the areas for storage/disposal)
  - f. A report on staging and spill prevention measures adopted along with weekly 10 (minimum) photographs with date stamp for the complete duration of construction

#### **Erosion and sedimentation control**

1. Identify areas on site that are disturbed during construction and are prone to soil erosion
2. Temporary seeding - grow vegetative cover (fast growing grasses) for limited duration to hold the soil together so that it is not carried away by storm water or wind
3. Mulching – make a protective layer of grass/ hay/ straw/ stones/ pebbles to stabilize soil to prevent from heavy erosion
4. Construct a sediment basin on a low-lying area on site to collect and store sediment produced by construction activities

#### **Contractor to Submit:**

- a. CAD drawing of site plan showing erosion control plan (soil erosion control and sedimentation control measures)
- b. A brief report on erosion and sedimentation control measures adopted along with weekly 10(minimum) photographs with date stamp for complete duration of construction

#### **Preserve existing vegetation**

1. Construction activities to be restricted inside of the canopy of the tree wherever possible.
2. Damage to roots to be prevented during trenching, driving or parking heavy equipment, dumping of trash and other materials harmful for vegetation.
3. Construct fencing around all mature trees on the site

4. Separate construction and foot traffic zones from the fenced plant protection zones
5. Heat or gas emitting construction activity not to be carried out inside the canopy of the tree.

**Contractor to Submit:**

A brief report on measures adopted for protecting existing landscape along with weekly 10 (minimum) photographs of the plant protection areas with date stamp for the complete duration of construction

**Soil conservation (till post-construction)**

**Preserve top soil by employing suitable measures**

1. Identify areas on site from where top soil can be gathered and designate areas for its storage (if top soil is suitable for re-use according to soil testing report)
2. Topsoil to be removed to a depth of 200 mm from areas proposed to be occupied by buildings, roads, paved areas and external services and stockpiled to a height of 400mm in designated areas for re-use for proposed vegetation

**Contractor to Submit:**

- a. CAD drawing of site plan showing-
  1. Areas on site from which top soil has been gathered (along with legend showing the calculated volume of soil recovered from site)
  2. Areas where it will be stored
  3. Areas where the topsoil will be reapplied post construction
  4. Topsoil preservation plan and list of the measures adopted
  5. A report on topsoil preservation along with weekly 10 (minimum) photographs of the topsoil storage and removal areas before construction and during the complete period of construction with date stamp

**Proper top soil laying and Soil Stabilization**

1. Undertake methods for soil stabilization and list all the measures adopted approved by landscape consultant
2. Contractor to make a soil testing plan as approved by structural and landscape consultant and submit the report aligning to the criteria

**Contractor to Submit:**

- a. CAD drawing of site plan showing-
- b. Site drainage pattern
- c. Areas where topsoil laying is done
- d. Areas where vegetation cover is provided for topsoil protection

- e. Topsoil test report to show that soil nutrients and pH are in acceptable range (supported by test results performed at ICAR accredited laboratory)
- f. A report explaining the methods used for soil stabilization along with weekly 10 (minimum) photographs of the stabilization measures before construction and during the complete period of construction with date stamp

**Reduce hard paving on site and/or provide shaded hard-paved surfaces**

**Contractor to Submit:**

Manufacturers cut sheets with SRI values of all the materials used for pavement. (SRI should be greater than 29)

**Enhance outdoor lighting system efficiency and use renewable energy**

**Contractor to Submit:**

- a. Manufacturers cut sheets for Luminous efficacy values of lamps, ballasts, luminaires
- b. Manufacturers cut sheets for details of automatic controls used for outdoor lighting

**- Provide minimum level of sanitation/safety facilities for construction workers**

**Safety during construction**

- 1. Comply with the safety procedures and guidelines for construction workers as outlined in NBC 2005 Part 7 – constructional practices and safety
- 2. Provide warning signs at critical points on the site,
- 3. Provide safety gear for workers– helmets, shoes, high visibility jackets, gloves, eye-shield for workers involved in welding, safety harness for working on higher levels, safety nets
- 4. Provide fire extinguishers on the site
- 5. Provide sufficient light provisions for working at night
- 6. Barricade dangerous areas like deep pits
- 7. Regular maintenance and repair of heavy machinery, lifts, hoists and other equipment

**Contractor to Submit:**

- a. Signed letter by contractor on his letterhead, to demonstrate compliance with NBC 2005 Part 7 – constructional practices and safety (latest revision) and proposed additions
- b. Signed letter by contractor on his letterhead, to demonstrate compliance with NBC 2005 Part 7 – constructional practices and safety (latest revision) and proposed additions



- c. A report against relevant sections of tender document to show that the safety norms and procedures committed to be complied with are included in the scope of work of the contractor
- d. Weekly 10 (minimum) photographs of the safety measures with date stamp for the complete duration of construction

#### **Health and sanitation facilities**

- 1. Provide clean drinking water at different location on the site
- 2. Provide adequate sanitation facility (minimum one toilet for every 30 workers on site) to all workers including their maintenance and connection to sewer
- 3. For workers living on-site, provide clean and hygienic living quarters with adequate lighting and ventilation

#### **Contractor to Submit:**

- a. A report against relevant sections of tender document to show that the health and sanitation norms and procedures committed to be complied with are included in the scope of work of the contractor
- b. Weekly 10 (minimum) photographs of the living facilities for workers with date stamp for the complete duration of construction

#### **Reduce air pollution during construction**

- 1. Construct a barricade made of non-porous fabric/sheet/material around the site.
- 2. Provide dust screens around areas where land has been excavated
- 3. Limit movement of vehicles to designated areas on site, limit vehicle speed to a maximum of 10 km/hr on site, ensure methods for dust reduction through movement of vehicles
- 4. Use hard paved surfaces for vehicle movement or cover the circulation paths with gravel
- 5. Cover loose materials like sand/cement/stored soil or store them in enclosed spaces
- 6. Ensure methods for dust suppression on roads on the site

#### **Contractor to Submit-**

- a. An air pollution control plan meeting the above criteria at minimum
- b. A report against relevant sections of tender document showing that air pollution prevention measures are mandatory are to be adopted by contractors during construction
- c. Weekly 10 (minimum) photographs of the of the air pollution control measures with date stamp for the complete duration of construction

#### **Reduce landscape water requirement**

#### **Contractor to Submit:**

Manufacturers cut sheets of the irrigation equipment with flow rate and dimensions

## **Reduce building water use**

### **Contractor to Submit:**

Manufacturers cut sheets of the fixtures along with certificates indicating the flow rates (at design pressure of 80 psi for faucets)

## **Efficient water use during construction**

1. Use recycled treated water and minimize use of potable water for construction, if available.
2. Control the wasting of curing water and use dampened gunny bags for curing of columns and slabs.
3. Use membrane curing – impermeable membranes covering concrete surface is used as a barrier against loss of water from concrete
4. Ponding – create a wall of sand around the concrete formation and flooding it with water to reduce curing water demand

### **Contractor to Submit:**

- a. Water conservation plan for work during construction along with volume of water used for different uses during construction and brief report on water conservation methods adopted
- b. A report on water conservation methods adopted during construction along with weekly 10 (minimum) photographs of the water reduction measures with date stamp for the complete duration of construction

## **Reduction in waste during construction**

1. Identify areas on the site to provide segregated storage bins or containers with clear signage
2. Reuse the construction waste and unused chemical/ hazardous wastes such as bricks, concrete and masonry waste, oil, paint and batteries.
3. Recycling and Disposal of the segregated waste to be done regularly through the municipal corporations

### **Contractor to Submit:**

- a. CAD drawing of site plan showing location of storage facilities for segregated inert and hazardous waste before recycling and disposal (along with legend stating the capacity of the storage facility)
- b. Bills/vouchers for the waste disposal actions through different municipal bodies along with the quantities/volume of waste disposed
- c. A report indicating the quantity of different waste generated during construction activity and the type of construction waste reused, along with weekly 10 (minimum) photographs of the waste storage facility with date stamp for the complete duration of construction

### **- Use of low VOC paints/adhesive/sealant**

#### **Contractor to Submit:**

- a. Manufacturers cut sheets of the paints/adhesives and sealants/ resins used in composite wood products used in building interiors
- b. A test certificate demonstrating the zero or low VOC content of the paints / adhesives and sealants and that the selected wood products do not use urea formaldehyde as a resin

### **Minimize ozone depleting substances**

#### **Contractor to Submit:**

- a. A certificate from the manufacturer/supplier, signed by the architect or the engineer, stating that 100% of the insulation and HVAC refrigerant used in the building is free of CFCs and HCFCs. The certificate should also mention the substitute used in manufacturing of insulation in place of CFC and HCFC
- b. A certificate from the fire-fighting-service consultant or the equipment supplier, signed by the architect or the engineer, stating that the fire suppression systems and fire extinguishers installed in the building are free of halon

Along with the above mentioned criterias, the contractor must adhere to the below mentioned points for IGBC Green New Building Certification. The contractor shall closely work with the appointed Green Building consultant for the project in order to understand and comply each and every required points through out construction.

1. Share MOM with photograph of at-least 3 meetings having discussion on sustainability with all stakeholders.
2. The contractor shall prepare a material matrix consisting of all the materials delivered at site with their cost, manufacturer name, location of manufacturing, recycled content in the material procured, wastage of each material at site. This should be updated on monthly basis.
3. Ensure during project design phase that 75% of existing trees are protected and 50% of the natural rock formations at the site are retained.
4. The construction management plan shared by Greengineer should be followed at site.
5. Soil erosion control measures taken before construction and during construction must conform to the best management practices highlighted in the National Building Code (NBC) of India 2005, Part 10, Section 1, Chapter 4 - Protection of Landscape during Construction and Chapter 5 - Soil and Water Conservation.
6. Fertile topsoil to be stockpiled prior to construction, for future reuse or donation.
7. Plant at least 12 new native/adaptive trees at the site.
8. Provide basic facilities for construction workforce to exceed the guidelines of 'The Building and other Construction Workers Act, 1996 & Rules, 1998'.
  - Adequate housing to meet or exceed local / labor byelaw requirement.
  - Sanitary facilities:

- Provide at least 3 toilet seats & 3 urinals for the first 100 workers and one additional toilet seat & urinal for every 100 workers thereafter (or) as defined by local/labor byelaw. (The sanitary measures should be provided separately for men and women).
  - First-aid and emergency facilities.
  - Adequate drinking water facilities.
  - Personal protective equipment (by owner / contractor).
  - Dust suppression measures.
  - Adequate illumination levels in construction work areas.
  - Site emergency alarm.
  - Day care/ crèche facility for workers' children. (Only if, more than 50 female building workers are employed full time)
9. Use materials with recycled content in the building such that the total recycled content constitutes at least 20% of the total cost of building materials.
  10. Ensure at least 30% of the total building materials (by cost) used in the building (as per owner /developer's scope) are manufactured locally within a distance of 400 km.
  11. Ensure at least 75% of all new wood based materials (by cost) used in the building (as per owner / developer's scope) are FSC certified.  
Note: The contractor has to arrange the certificate of the all the material in consultation with Green building consultant of the project before the procurement or installation of any material in the project.  
The material matrix sheet shall be prepared and shared by contractor for all the materials used, its location of manufacturing, its recycled content and wastage at site.
  12. Implement a comprehensive structural design philosophy to conserve steel and cement, as compared to national and international practices, for the building type being designed, while maintaining structural integrity. Demonstrate a saving of at least 5% by weight of steel and cement.
  13. Provide organic waste composter on-site to treat 100% of the project's organic waste. For calculation, food waste can be considered as 0.1 kg per person per day (i.e. 0.1 kg/ person/day) or as prescribed by the local byelaw, whichever is more stringent.
  14. At-least 5 passive or active products or equipment should be used having certificate of IGBC Green pro. Refer IGBC NB and consult green building consultant of the project for details.
  15. All the waste material at site should be segregated and stored properly till it is sent for recycling. Receipt of the recycler for the quantity of waste received should be collected by the contractor.
  16. Carpets installed in the building interior must comply with CRI Green Label Plus Carpet Programme or IGBC Green Pro. (applicable only if carpet area is at-least 10% of the overall floor area)
  17. Composite wood and Agri-fiber materials used in the building must not contain added urea-formaldehyde resins. Composite wood consists of wood or plant particles or fibers bonded together by a synthetic resin or binder. Examples include plywood, particle-board, and Medium-Density Fiberboard (MDF).
  18. Indoor air quality testing after construction and before occupancy should be carried out by contractor as per IGBC NB with consultation with green building consultant of the project.
  19. Install entryway systems of minimum 2 meters (6 feet) in length, at all the building main entrances.
  20. All the contractors has to follow the SMACNA guidelines throughout the construction process. Greengineer will prepare a construction management plan containing SMACNA guidelines and share with HVAC and Civil contractor for compliance.
  21. Smoking should be prohibited in the common areas of the building(s) and campus. Consult Greengineer team or follow IGBC NB guidelines if designated smoking room/area is to be provided within the project campus.

22. Demonstrate that the project has reduced at least 10% of the potable water required for construction activities (concrete mixing, plastering works and curing), as compared to national and international practices, for the building type being designed, with the use of:

- Treated waste water
- Admixtures & curing compounds
- Any other innovative measures

Ensure that the quality of construction is not compromised by reducing potable water requirement or by reusing treated waste water. The treated waste water shall meet the quality standards suitable for reuse during construction, as prescribed by BIS & CPCB.

23. Use Green housekeeping chemicals for cleaning after occupancy. The green building consultant will help project team in selection of green housekeeping chemicals.

24. Use organic fertiliser for 100% of the landscape requirements.

25. Use paints & coatings, adhesive and sealants with following VOC specification: You can refer and use IGBC Green Pro Certified products as well:

**Table 11 - VOC Limits for Adhesives**

Type of Adhesives	VOC Limit (g/L less water)
Glazing adhesives	100
Ceramic tile adhesives	65
Drywall and panel adhesives	50
Wood substrata adhesives	30
Wood flooring adhesives	100
HVAC duct insulation	850
Indoor Carpet adhesives	50
Multipurpose construction adhesives	70

**Table 10 - VOC Limits for Paints & Coatings**

Type of Paints & Coatings	VOC Limit (g/L less water)
Non-flat (Glossy)	150
Flat (Mat)	50
Anti-corrosive/ Anti-rust	250
Clear Wood Finish: Varnish	350
Clear Wood Finish: Lacquer	550
Floor Coatings	100

## **SCHEDULE ‘E’**

### **Reference to General Conditions of Contract:**

Name of work	: <b>Construction of the South African New Chancery and Official Residence in New Delhi India</b>
Earnest Money	: <b>2% of the tender amount - to be returned after receipt of Performance Guarantee</b>
Performance Guarantee	: <b>10% of tendered value.</b>
Security Deposit	: <b>2.5% of tendered value.</b>
Works Insurance	: <b>Contract Sum plus 20%</b>
Public Liability Insurance	: <b>Rs 400 Lakh</b>

## **SCHEDULE ‘F’**

### **GENERAL RULES & DIRECTIONS**

Authority inviting tender	: <b>Government Technical Advisory Centre (GTAC)</b>
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### **Definition:**

Engineer-in-Charge	: <b>Project Engineer/ Project Manager</b>
Accepting Authority	: <b>Government Technical Advisory Centre (GTAC)</b>
Percentage on cost of material and labour to cover all overheads and profits.	: <b>15%</b>
Standard Schedule of Rates	: <b>DSR 2014 with up to date correction slips.</b>
Department	: <b>DIRCO</b>
Standard CPWD Contract Form	: <b>CPWD form 8 (Print edition 2014) as modified and corrected up to the date of receipt of tender</b>

## Clause 1

Time allowed for submission of Performance  
Guarantee from the date of issue of letter of intent — **10 days**

Maximum allowable extension beyond  
the period as provided above, in days. — **5 days**

## Clause 2

Authority for fixing compensation for delay — -----

**Penalties:** If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

the work remains incomplete.

With maximum rate @ 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period.

ity if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period.

If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation.



However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

## Clause 2 A

Whether clause 2A shall be applicable — **No**

## Clause 5

Number of days from the date of issue of letter of intent for reckoning date of start. — **15 days**

Time allowed for execution of work — **15 Months**

### Milestones as per Table given below:

S. No.	Financial Progress	Time allowed (from date of Start)	Amount to be with-held in case of non-achievement of milestone
1	1/8 <sup>th</sup> (of the whole work)	1/4 <sup>th</sup> (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone. In case the progress of work is made up by the next stages, the withheld amount shall be released.
2	3/8 <sup>th</sup> (of the whole work)	1/2 (of the whole work)	
3	3/4 <sup>th</sup> (of the whole work)	3/4 <sup>th</sup> (of the whole work)	
4	Full	Full	

Authority to give fair and reasonable extension of time for completion of work — .....

## Clause 7

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last payment, such — **Rs.70 Lakh (Rupees Seventy Lakh only)**

payment for being eligible to interim payment  
**Clause 10C, 10CA or 10CC**

— **NOT APPLICABLE**

All rates shall be fixed. No escalation of any kind shall be applicable after finalising the tender for the duration of the project. However, payment under 10C shall be restricted to statutory increase in minimum labour wages

### **Clause 11**

Specifications to be followed for execution of work

— **CPWD specifications latest edition with amendments up to date unless otherwise specified in tender document or GFC drawings**

### **Clause 12**

Deviation Limit beyond which Clauses 12.2 & 12.3 shall apply for Building work

— **50%**

Deviation Limit beyond which Clauses 12.2 & 12.3 shall apply for Foundation work

— **100%**

### **Clause 16**

Competent Authority for deciding reduced rates.

— -----

### **Clause 36**

Requirement of Technical Representative(s) and Recovery Rate

S. 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	Principal Representative	5 Yr 10 Yr	1 No.	20,000 P.M.	Rs. Twenty thousand Only per month.

Assistant Engineers retired from Government services and holding Diploma will be treated at par with graduate Engineers.

**Clause 42**

Schedule/ Statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates **2014** printed by CPWD.

**Variations permissible on theoretical quantities**

Cement — 2% Plus/ Minus

Steel Reinforcement  
for each diameter, section and category — 2% plus / minus

All other materials — NIL

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor	
		Rate in schedule 'B' plus 10% in case materials issued by department	
		Excess beyond permissible variation	Less use beyond the permissible variation
NIL	NIL	NIL	Double the rate of DSR Schedule 2014- cement/steel

## **Form of Performance Security (Guarantee)**

### **Bank Guarantee Bond**

In consideration of the ----- (hereinafter called “The Client”) 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 Client an amount not exceeding Rs. .... (Rupees..... Only) on demand by the Client.
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 Client 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 the Client 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 Government 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 Client 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 Client that the Client 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 Client 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 Client or any indulgence by the Government 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 Government in writing.
8. This guarantee shall be valid up to .....unless extended on demand by the Client. 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 the .....day of .....for.....(indicate the name of the Bank)