

INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI - 110016

NAME OF WORK	:	E.I & Fan work in Computer Service Centre in Academic area at IIT Delhi. S.H: Electrical Works.
ESTIMATED COST	:	Rs. 2,97,860.00
EMD	:	Rs. 5,958.00 (No Exemption allowed)
N.I.T. No.	:	33 /IITD/EW/ 89 /2022-23
Last date of submission	:	26/10/2022 upto 03:00 PM
Date of Opening	:	27/10/2022 at 3:00 PM

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D'Man

EE

Name of work: E.I & Fan work in Computer Service Centre in Academic area at IIT Delhi. S.H: Electrical Works.

NIT for the above work has been prepared with the following:

1	Amount of NIT	:	Rs. 2,97,860.00
2	Earnest money	:	Rs. 5,958.00 (No Exemption allowed)
3	Completion time	:	07 Days
4	Last date of submission (on line)	:	26-10-2022 upto 3:00 PM
5	Date of opening of Technical Bid	:	27-10-2022 at 03:00 PM
6	Form of NIT	:	IITD – 8
7	Schedule applicable	:	Market Rate / DSR 2018
8	Material stipulated	:	As per Schedule of Work
9	Chargeable head	:	31.06.30
10	Estimate no.	:	2022/89
11	T/s No.	:	IITD/DB/IE/430, Dt. 12/10/2022
12	Work code no.	:	2021/006/0089
13	NIT No.	:	33 /IITD/EW/ 89 /2022-23
14	Type of work	:	Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration

Certified that this NIT contains 1 to 52 pages.

NIT amounting to **Rs. 2,97,860.00** is approved.

D/Man A.E.[E]/AA

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INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI - 110016

NOTICE INVITING E-TENDER

IITD/WORKS (SP- 3989)/2022

Assistant Engineer (Electrical), Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 110016, Ph. No. 011-2659 1461

On behalf of Board of Governors invites online Item Rate Tender from Eligible Bidders [Class - 1 Local Supplier / Service provider as per Gol Orders No. P-45021/2/2017-PP (BE-II) dated 04-06-2020] as per details given below.

1	Name of work	:	E.I & Fan work in Computer Service Centre in
			Academic area at IIT Delhi. S.H : Electrical
			Works.
2	NIT No.	:	33 /IITD/EW/ 89 /2022-23
3	Estimated Cost (Rs.)	:	2,97,860.00
4	Earnest Money Deposit (Rs.)	:	Rs. 5,958.00 (No Exemption allowed)
5	Period of completion	:	07 Days
6	Last date & time of bid submission	:	Upto 03.00 PM of 26-10-2022
7	Performance Bank Guarantee	:	3 percent of the tendered amount

The bid forms and other details may be downloaded from Central Public Procurement Portal (http://eprocure.gov.in/eprocure/app). Aspiring bidders who have not enrolled / registered in e-procurement should enrol / register themselves before participating through web site http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Instructions for online bid submission."

Bidders can access quotation / tender documents on the website (for searching in the NIC site), kindly go to quotation search option and type 'IIT'. Thereafter, click on "GO" button to view all IIT quotations. Select the appropriate quotation / tender and fill them with all relevant information and submit the completed Quotation / Tender document online on the website http://eprocure.gov.in/eprocure/app as per the schedule given in the next page.

No manual bids will be accepted. All bids (both Technical & Financial) should be submitted in the e-procurement portal.

Assistant Engineer (Electrical) For & on behalf of BOG, IIT Delhi

Ch. Head : 31.06.30

Work Code : W0 (2021/006/0089)

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Copy to:-

- 1. Assistant Executive Engineer (E)
- 2. D.A. (Works Accounts)
- 3. D.R. (A/C)
- 4. A.R. (Store Purchase Section)
- 5. Notice Board
- 6. Website Administrator, IIT Delhi
- 7. Office copy

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SCHEDULE

1	Name of organisation	:	Indian Institute of Technology Delhi
2	Tender / Quotation type (open / limited	:	Open
	/ EOI / auction / single)		
3	Tender / Quotation category (services /	:	Goods & Works
	goods / works)		
4	Type of Contract (work / supply /	:	Work & Supply
	auction / service / buy / empanelment /		
	sell)		
5	Form of contract (IITD – 7/8)	:	IITD – 8
6	Work Category (civil / electrical / fleet	:	Electrical
	management / computer systems)		
7	Is multi-currency allowed?	:	No
8	Date of publishing / issue / start	:	19/10/2022 at 17:00 Hrs
9	Document download start date	:	19/10/2022 at 17:00 Hrs
10	Document download end date	:	26/10/2022 at 15:00 Hrs
11	Date & time of pre-bid meeting	:	No pre-bid meeting be held
12	Venue of pre-bid meeting	:	Not applicable
13	Last date & time of uploading of bids	:	26/10/2022 upto 15:00 Hrs
14	Date & time of opening of Technical	:	27/10/2022 at 15:00 Hrs
	bids		21/10/2022 at 13.00 THS
15	Tender fee	:	Free of cost
16	Earnest Money Deposit (EMD)	:	Rs. 5,958.00 (No Exemption allowed)
17	No. of bids / covers (1 / 2 / 3 / 4)	:	2
18	Address for communication	:	Assistant Engineer (Electrical), Works
			Department, IIT Delhi, Hauz Khas, New
			Delhi - 110016
19	Contact No.	:	011 2659 1461
20	e-mail address	:	a26263@admin.iitd.ac.in

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this quotation / tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app). The bidders are required to submit softcopies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

More information useful for submitting online bids on the CPP portal may be obtained at http://eprocure.gov.in/eprocure/app

REGISTRATION

- 1. Bidders are required to enrol on the e-procurement module of the Central Public Procurement portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link, "click here to enrol". Enrolment on the CPP portal is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3. Bidders are advised to register their valid e-mail address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class 2 or class 3 certificates with signing key usage) issued by any certifying authority recognised by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
- 5. Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6. Bidder then logs into the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

 There are various search options built in the CPP portal to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, form of contract,

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location, date, other keywords etc. to search for a tender published on the CPP

portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. The tenders can be moved to the respective "My Tenders" folder. This would enable the CPP portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each other, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bids. Please note the number of covers in which the bid documents have to be submitted. Any deviations from these may lead to rejection of the bids.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black & white option.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor's certificates, etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1. Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page no. 3)

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4. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured [unprotected] cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases financial bids can be submitted in PDF format as well (in lieu of BOQ).

- 5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorised persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7. The uploaded tender documents become readable only after the tender opening by the authorised bid openers.
- 8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 1. Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24 x 7 CPP Portal Help Desk. The contact number of the helpdesk is 18002337315.

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GENERAL INSTRUCTIONS TO THE BIDDERS

1. The tenders will be received online through portal https://eprocure.gov.in/eprocure/app. In the technical bids, the bidders are required to upload all the documents in PDF format.

- 2. Possession of a valid class II / III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorised certifying agencies, details of which are available in the website https://eprocure.gov.in/eprocure/app under the link "Information about DSC".
- 3. Tenderers are advised to follow the instructions provided in the "Instructions to the tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at https://eprocure.gov.in/eprocure/app.

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INFORMATION & INSTRUCTION TO BIDDERS FOR E-TENDERING

Assistant Engineer (Electrical), Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 110016, Ph. No. 011-2659 1461 on behalf of Board of Governors invites online Item Rate Tender from Eligible Bidders [Class - 1 Local Supplier / Service provider as per Gol Orders No. P-45021/2/2017-PP (BE-II) dated 04-06-2020]as per details given below:

Sr. No.	NIT No.	Name of Work & Location	Estimated cost put to bid (Rs.)	Earnest money (Rs.)	Period of completion	Last date & time of submission of bid	Time & date of opening of Technical Bid	Time & date of opening of Financial Bid
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	33 /IITD/EW/ 89 /2022-23	E.I & Fan work in Computer Service Centre in Academic area at IIT Delhi. S.H: Electrical Works.	Rs. 2,97,860.00	Rs. 5,958.00 (No Exemption allowed)	07 Days	Upto 03.00 PM of 26-10- 2022	27-10-2022 at 3 PM	To be decided after assessing Technical Bids

- 1. The bidder whose bid is accepted shall be required to submit a performance guarantee of 3 percent of the tendered amount in the form of Bank Guarantee or FDR from a nationalised / scheduled bank within the period specified in Schedule F. in case the bidder fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, THE BIDDER SHALL BE SUSPENDED FOR ONE YEAR AND SHALL NOT BE ELIGIBLE TO BID FOR IIT DELHI TENDERS FROM THE DATE OF ISSUE OF SUSPENSION ORDER. The Performance Guarantee shall initially be kept valid upto the stipulated date of completion plus sixty days beyond that.
- 2. Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - a. Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of bids.

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 - i. **One** similar works each costing not less than **Rs.2,38,288.00**, or **Two** similar works each costing not less than **Rs.1,78,716.00**, or **Three** similar work costing not less than **Rs.1,19,144.00**(all figures rounded to nearest thousand)
- **3. In lieu of Earnest money Rs. 5,958.00 (No Exemption allowed)** to be deposited on-line as indicated in Schedule.
- 4. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of financial bid.
- 5. Similar work means 'providing & fixing electrical installations works'.
- 6. Work means work done with some Central Government Department / State Government Department/ Central Autonomous Body / State Autonomous Body / Central Public Sector Undertaking / State Public Sector Undertaking / City Development Authority / Municipal Corporation of City formed under any Act by Central / State Government and published in Central / State Gazette.
- 7. Completion certificates are required to be got issued by an officer not below the rank of Executive Engineer of similar works completed by the Firm. The work experience certificates submitted by the bidders shall clearly indicate that:
 - a. The similar work executed shall be as per '5' above
 - b. The completed cost of the work
 - c. Actual date of completion of the work
- 8. IITD is committed to follow the principle of transparency, equity and competitiveness in public procurement. Before submission of bid, each bidder should sign integrity pact at respective places and submit the bid. If duly signed integrity pact is not submitted by bidder, such bid shall not be considered.
- 9. The intending bidder must read the terms and conditions [both commercial & Additional] & IITD 6 carefully which will be the part of the Contract. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- **10.** Information and Instructions for bidders posted on website shall form part of bid document.
- 11. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website e-procure.gov.in free of cost.
- **12.** But the bid can only be submitted after depositing requisite EMD as specified in the schedule.
- 13. Copy of all mandatory documents as desired in the NIT shall be scanned and up-loaded to the e-Tendering website within the period of bid submission. However, certified / original copy of all the scanned and up-loaded documents shall have to be submitted by the lowest bidder only within a week physically in the office of e-tendering authority, if so desired, by the tender inviting authority.
- **14.** Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited requisite EMD and other documents scanned and uploaded are found in order.

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- **15.** Those contractors not registered on the website mentioned above, are required to get registered beforehand. Bidders should refer "Instruction for Online Bid Submission" given earlier for further assistance.
- **16.** When bids are invited in two / three stages systems and if it is desired to submit revised financial bid it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
- 17. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- **18.** Contractors must ensure to quote rate of each item.
- 19. 'Class 1 Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50% as defined under Order No. P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Govt of India.
 - a. 'Local Content' means the amount of value added in India which shall unless and otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all domestic duties) as a proportion of the total value, in percent.
 - b. For the purpose of verification of 'Local Content', the Class-1 Local Supplier / Service Provider at the time of bidding, tender or solicitation shall be required to indicate percentage of local content and provide self-certification that the items offered meet the local content requirement for Class 1 Local Supplier. They shall also give details of the location(s) at which the local value addition is made.
 - c. In cases of procurement for a value in excess of 10 core, the Class 1 Local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-certifications and auditor's / accountant's certificates on random basis and in the case of complaints.
 - e. False declarations will be in breach of Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

20. Additional Clauses for Tenders (as per Rule 144(xi) of GFR 2017

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in

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any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process.

- iii. "Bidder from a country which shares a land border with India "for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country: or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iv. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of accompany or Limited Liability Partnership, the beneficial owner is then aural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of hare so capital or profit so the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is then aural person (s) who, when the reacting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- **v.** An Agential person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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List of Mandatory Documents to be scanned and uploaded within the period of bid submission:

- 1. Annexure I duly filled in and got signed
- 2. EMD Rs. 5,958.00 (No Exemption allowed)
- 3. **Self-certification** on OEM letter head for the purpose of verification of 'Local Content', (refer clause 18 above) the 'Class-1 Local Supplier / Service Provider' indicating -
 - a. Percentage of local content
 - **b.** Items offered meet the local content requirement for 'Class 1 Local Supplier'
 - c. Details of the location(s) at which the local value addition is made
- 4. Certificate of work experience as desired.(vide clause 5 above)
- 5. Certificate of GST Registration of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents.

"if work is awarded to me, I/we shall obtain GST registration certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by IIT Delhi, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by IIT Delhi or GST department in this regard."

- 6. Affidavit as per provision of the clause 1.1.2 of IITD-6 (To be submitted on stamp paper and date of affidavit and purchase of stamp paper shall not be earlier than the publication of NIT. NIT number, name of work shall invariably be written on the Stamp Paper itself. Any deviation will lead to rejection of bid without further notice. Separate Annexure page with stamp paper is not allowed)
- 7. Acceptance to execute INTEGRITY PACT [see integrity pact]
- 8. IITD 7 / 8 duly signed
- 9. EPFO & ESIC Registration proof and Upto date challan
- 10. Valid Electrical License
- 11. Any other document as specified in the NIT

Note:- As per CPWD manual-2019 MSME firms registered in NSIC under PP policy are exempted from payment of EMD for supply of goods and servicing only" hence there is no applicability of EMD exemption for this work. BID without EMD will summarily be rejected.

Assistant Engineer [Electrical] For & on Behalf of BOG, IIT Delhi

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C ... Nil I Nil O Nil

IITD - 6

INDIAN INSTITUTE OF TECHNOLOGY DELHI

- 1.0 Item rate tenders are invited on behalf of The Board of Governors, IIT Delhi, Hauz Khas, New Delhi 110016 from Eligible Bidders [Class 1 Local Supplier / Service provider as per Gol Orders No. P-45021/2/2017-PP (BE-II) dated 04-06-2020] as per details given below for the work of E.I. & Fan work in Computer Service Centre in Academic area at IIT Delhi, S.H.: Electrical Works.
- 1.1 The work is estimated to cost **Rs. 2,97,860/-.** This estimate, however, is given merely as a rough guide.
- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.
- 1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-
- 1.2.1 Criteria of eligibility for submission of bid documents: Conditions for intending bidders / contractors
- 1.2.1.1 Three similar works each costing not less than Rs.1,19,144.00, or Two similar works each costing not less than Rs.1,78,716.00, or One similar work costing not less than Rs.2,38,288.00 in last 7 years ending previous day of last date of submission of bids. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of financial bid.
- 1.2.2 To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under: -"I / We undertake and confirm that eligible similar works(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 bidding in IIT Delhi 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 (Scanned copy to be uploaded at the time of submission of bid)"
- Agreement shall be drawn with the successful bidders on prescribed Form No. IITD 7/8 which is available as IIT Delhi Publication. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
- 3.0 The time allowed for carrying out the work will be 07 Days from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
- **4.0** The site for the work is available.
- 5.0 The bid document consisting of plans, specifications, the schedule of quantities of various

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types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from the web Site **e-procure.gov.in.**

- After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
- 7.0 While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
- 8.0 If it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.
- 9.0 Earnest Money as specified to be paid through RTGS / NEFT.

IIT Delhi Bank details are as under:

Name of the Bank A/C : IITD Revenue Account

SBI A/C No : 10773572622

Name of the Bank : State Bank of India, IIT Delhi,

: Hauz Khas, New Delhi-110016

IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No : SBININBB547

(This is mandatory that UTR Number is provided in the on-line quotation/bid. Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)

- 9.1 Copy of all 'mandatory documents' and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.
- **10.0** The bid submitted shall become invalid, if:
- 10.1 The bidder is found ineligible.
- 10.2 The bidder does not upload all the documents (including GSTIN Registration) as stipulated in the bid document.
- 10.3 EMD & Proper Affidavit not submitted as specified will summarily be rejected.
- 10.4 If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted *physically by the lowest bidder* in the office of the bid opening authority.
- The contractor whose bid is accepted will be required to furnish **performance guarantee** of 3% (Three Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank / Banker' 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 irrevocable Bank Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as

Page **16** of **52**

indicated in Schedule 'F' including the extended period if any, THE BIDDER SHALL BE SUSPENDED FOR ONE YEAR AND SHALL NOT BE ELIGIBLE TO BID FOR IIT DELHI TENDERS FROM THE DATE OF ISSUE OF SUSPENSION ORDER.

- 12.0 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders 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 bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 13.0 The competent authority on behalf of the Board of Governors does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 14.0 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- The competent authority on behalf of the Board of Governors reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- The contractor shall not be permitted to bid for works in the IITD responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the IIT Delhi. Any breach of this condition by the contractor would render him liable to be debarred from bidding process in future in IIT Delhi.
- 17.0 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract liable to be cancelled, if, either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
- 18.0 The bid for the works shall remain open for acceptance for a period of ninety days from the date of opening of financial bids, if any bidder withdraws his bid before the said

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period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIT Delhi shall, without prejudice to any other right or remedy, be at liberty to SUSPEND THE BIDDER FOR ONE YEAR AND SHALL NOT BE ALLOWED TO BID FOR IIT DELHI TENDERS FROM THE DATE OF ISSUE OF SUSPENSION ORDER.

- 19.0 This notice inviting bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within fifteen days from the stipulated date of start of the work, sign the contract consisting of :-
- 19.1 The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- 19.2 Standard IITD Form –7/8 or other Standard IITD Form as applicable.
- In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as to be submitted physically in IIT Delhi, if so desired by the accepting authority, then the bid submitted shall become invalid and the IIT Delhi shall, without prejudice to any other right or remedy, SUSPEND THE BIDDER FOR ONE YEAR AND SHALL NOT BE ALLOWED TO BID FOR IIT DELHI TENDERS FROM THE DATE OF ISSUE OF SUSPENSION ORDER.

D'Man AEE / AE

C ... Nil I Nil

O Nil

EE

INTEGRITY PACT

То	
	,
	,
	33 /HTD/EW/ 89 /2022-23 for the work of "E.I & Fan work in Computer Service emic area at HT Delhi. S.H: Electrical Works."
Dear Sir,	
	hereby declared that IIT Delhi (IITD) is committed to follow the principle of , equity and competitiveness in public procurement.
the Bidder will failing which t	ubject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that II sign the Integrity Agreement, which is an integral part of the tender/bid documents the tender/bidder will stand disqualified from the tendering process and the bid of the be summarily rejected.
	declaration shall form part and parcel of the Integrity Agreement and signing of the deemed as acceptance and signing of the Integrity Agreement on behalf of the IITD.
	Yours faithfully
	Assistant Engineer(E)
C Nil I N	Page 19 of 5 2 Nil

[TO BE SUBMITTED DULY SIGNED BY THE BIDDER ALONGWITH BID DOCUMENTS]

To

Assistant Engineer (Elect.), IIT Delhi, Hauz Khas, New Delhi – 110016

Subject: Submission of Bid for the work of "E.I & Fan work in Computer Service Centre in Academic area at IIT Delhi, S.H: Electrical Works."

Dear Sir,

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

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

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

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

Yours faithfully,

(Duly signed by authorized signatory of the Bidder)

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C ... Nil I Nil O Nil

[To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IITD]

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of
BETWEEN
The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 16 represented through Assistant Engineer (Elect.) , IIT Delhi
referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)
AND
(Name and Address of the Individual/firm/Company) Through
<u>PREAMBLE</u>
WHEREAS the Principal / Owner has floated the Tender (NIT No. 33 /IITD/EW/ 89 /2022-23) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "E.I & Fan work in Computer Service Centre in Academic area at IIT Delhi. S.H: Electrical Works." (Name of work) hereinafter referred to as the "Contract".
AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s) AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.
NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:
Page 21 of 52 C Nil I Nil O Nil

ARTICLE 1: COMMITMENT OF THE PRINCIPAL / OWNER

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

ARTICLE 2: COMMITMENT OF THE BIDDER(S) / CONTRACTOR(S)

- 1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - **2.1.** The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - **2.2.** The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - 2.3. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - **2.4.** The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian

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Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- **2.5.** The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- **3.** The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- **5.** The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

ARTICLE 3: CONSEQUENCES OF BREACH

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

- 1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

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ARTICLE 4: PREVIOUS TRANSGRESSION

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

ARTICLE 5: EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUBCONTRACTORS

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

ARTICLE 6: DURATION OF THE PACT

- 1. This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- 2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IIT Delhi.

ARTICLE 7: OTHER PROVISIONS

- **1.** This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2. Changes and supplements need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- **4.** Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in

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C ... Nil I Nil O Nil

accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

ARTICLE 8: LEGAL AND PRIOR RIGHTS

1. All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal / Owner)
(For and on behalf of Bidder / Contractor)
WITNESSES:
1
(signature, name and address)
2
(signature, name and address)
Place:
Dated :

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IITD - 7/8

INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI - 110016

Percentage Rate Tender / Item Rate Tender & Contract for Works

Tender for the work of "E.I & Fan work in Computer Service Centre in Academic area at IIT Delhi. S.H: Electrical Works."

- 1. To be submitted online by Upto 03.00 PM of 26-10-2022
- 2. To be opened on 27-10-2022 at 3 PM online

e-TENDER

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

I / We hereby tender for the execution of the work specified for the Board of Governors, IIT Delhi 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 due date of its opening / ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of **Rs. 5,958.00** (**No Exemption allowed**) is hereby deposited in IIT Delhi Revenue Account No. 10773572622 as earnest money. If I / We fail to furnish the prescribed performance guarantee within prescribed period I / We agree that the said The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 16 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 the work as specified, I / We agree that The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 16 or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise they said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to 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 & 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 IIT Delhi in future forever. Also, if such a violation comes to the notice

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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 there from 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 State.

Dated:				
		Siç	gnature of Contract	or
Witness:				
		P	ostal Address	
Address:				
Occupation:				
		ACCEPTANCE		
The above	tender (as modified b	y you as provided in the	letters mentioned	hereunder) is
accepted by me f	or an on behalf of The	Board of Governors, IIT	Delhi, Hauz Kha	s, New Delhi -
110016	for	а	sum	of
` .).
The letters	referred to below shall f	orm part of this contract a	greement:-	
(a)				
(b)				
(c)				
		For & on behalf of	Board of Governor	rs, IIT Delhi
		Signature		
Dated:		Designat	ion	
				Page 27 of 52

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PROFORMA OF SCHEDULES

SCHEDULE "A"

Schedule of Quantities (enclosed)

SCHEDULE "B"

Schedule of materials to be issued to the contractor

Sr. No.	Description of item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
	NIL			

SCHEDULE "C"

Tools and Plants to be hired to the contractor

Sr. No.	Description	Hire charges per day	Place of issue
(1)	(2)	(3)	(4)
	NIL		

SCHEDULE "D"

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



SCHEDULE "E"

Reference to General Conditions of Contract

1	Name of work	:	E.I & Fan work in Computer Service Centre in
			Academic area at IIT Delhi. S.H: Electrical Works.
2	Estimated cost of work (Rs.)	:	2,97,860.00
3	Earnest Money (Rs.) :		Rs. 5,958.00 (No Exemption allowed)
4	Performance Guarantee	:	3 percent of tendered value
5	Security Deposit	:	5 percent of tendered value

SCHEDULE "F"

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C ... Nil I Nil O Nil

GENERAL RULES & DIRECTIONS:

Officer inviting tender	••	Assistant Engineer (E)
Maximum percentage for quantity of items of	••	See below
work to be executed beyond which rates are to		
be determined in accordance with Clauses 12.2		
& 12.3		

DEFINITIONS:

2 (V)	Engineer-in-charge	:	Assistant Engineer (E)
2 (viii)	viii) Accepting authority		Assistant Engineer (E)
2 (x)	(x) Percentage on cost of materials		15 percent
and labour to cover all overheads			
	and profits		
2 (xi)	Standard Schedule of Rates	:	Market, DSR
2 (xii)	Department	••	Estate & Works, IIT Delhi
9 (ii)	Standard IITD Contract Form	:	IITD Form 7 / 8 as modified and
			corrected upto date

CLAUSE 1

i)	Time allowed for submission of	:	15 days
	Performance Guarantee from the		
	date of issue of letter of acceptance		
ii)	Maximum allowable extension	:	10 days
	beyond the period provided in (i)		
	above with late fees @0.1% per day		
	of performance guarantee		

CLAUSE 2

(i)	Authority for fixing compensation	:	Institute Engineer
	under Clause 2		

CLAUSE 2A

(i)	Whether	Clause	2A	shall	be	:	: No
	applicable	:					

CLAUSE 5

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C ... Nil I Nil O Nil

(i)	Number of days from the date of	:	10 days
	issue of letter of acceptance for		
	reckoning date of start		

TABLE OF MILE STONE(S):

Sr. No.	Description of Milestone (physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone
(1)	(2)	(3)	(4)
	NOT APPLICABLE		

	_	
Time allowed for execution of work	:	07 Days

Authority to	Extension of time	:	Engineer-in-charge
decide:	Rescheduling of milestones	:	Institute Engineer

CLAUSE 6, 6A

	_	
Clause applicable – (6 or 6A)	-	6 A
Cladde applicable (6 of 67)		

CLAUSE 7

Gross	work	to	be	done	together	with	net	payment /	:	
adjustr	adjustment of advances for materials collected, if any, since									Not Applicable
the las	t such	pay	men	t for be	ing eligible	e to in	terim	payment		

CLAUSE 10A

	List of testing equipment to be provided by the contractor at site lab								
1	NIL	2	NIL	3	NIL				
4	NIL	5	NIL	6	NIL				

CLAUSE 10B (ii)

Whether Clause 10 B (ii) shall be applicable (Yes /	: No
No)	

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 $C \, \dots \, Nil \hspace{5mm} I \, \dots \dots \, Nil \hspace{5mm} O \, \dots \dots \, Nil$

CLAUSE 10 C

Component of labour expressed as percent of value of	:	15 Percent
work		

CLAUSE 10 CA

	aterials covered der this clause	Nearest materials (other than cement, reinforcement bars & structural steel) for which All India Wholesale Price index to be followed	materials covered
1	NIL		
2	NIL		
3	NIL		
4	NIL		

^{*}base price of all materials covered under clause 10 CA is to be mentioned at the time of approval of NIT

CLAUSE 10CC (Not Applicable)

Clause 10 CC to be applicable in contracts with stipulated	:	NIL
period of completion exceeding the period shown in next		
column		
Schedule of component of other Materials, Labour, P.O.L.		
etc. for price escalation.		
Component of Civil (except materials covered under	:	X _m = percent
clause 10 CA) / Electrical construction materials -		
expressed as percent of total value of work		
Component of labour - expressed as percent of total	:	Y = percent
value of work		_
Component of P.O.L expressed as percent of total	:	Z= percent
value of work		

CLAUSE 11

Specification to	be	followed	for	:	CPWD	Genera	al	Spe	cificatio	ns for	Electr	ical
execution of work					Works	Part 1,	2,	4 8	& other	relevant	parts	as
		amende	ed upto (date	9							

CLAUSE 12

12.2& 12.3	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work	:		50%	
12.3 A	Type of work		Maintenance	works	including

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C ... Nil I Nil O Nil

			works of up-gradation, aesthetic, special repair, addition / alteration
12.5	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation	:	NOT APPLICABLE

CLAUSE 16

Competent authority for deciding reduced rates	: Executive Engineer (E)	
--	--------------------------	--

CLAUSE 18

	List of mandatory machinery, tools & plants to be deployed by the contractor at site							
1	NIL	2	NIL	3	NIL			
4	NIL	5	NIL	6	NIL			

CLAUSE 36 (i)

Requirement of Technical Representative for SITC (s) and recovery rate

Sr. 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)		
			ш)			Figures	Words	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
	NIL		NIL	NIL		NIL	NIL	

Assistant Engineers retired from Govt. / IIT Delhi services that are holding Diploma will be treated at par with Graduate Engineers.

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 $C \dots Nil \quad I \dots Nil \quad O \dots \dots Nil$

COMMERCIAL AND ADDITIONAL CONDITIONS

1. GENERAL

- **1.1.** A good maintenance programme is the key to long system life and ease of serviceability. Maintenance & service should only be carried out by experienced / qualified personnel as desired in the schedule of work. The maintenance and service which are done must be as per specifications and upto the satisfaction of the Engineer-in-charge.
- 1.2. Location: In Academic area at IIT Delhi. N/W: E.I & Fan work in Computer Service Centre in Academic area at IIT Delhi. S.H: Electrical Works.
- 1.3. The work shall be executed as per CPWD General Specifications for Electrical works Part I (Int.) 2013, Part-II (Ext.) 1994, Part V (Passenger lift) 2013, as amended up to date, relevant I.E. Rules BIS/IEC and as per directions of Engineer-in-charge. These additional specifications/ conditions are to be read in conjunction with above and in case of variations. Specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specification and conditions, as the same are to be read along with schedule of quantities for the work.
- **1.4.** The tenderer should in his own interest visit the site and get familiarize with the site conditions before tendering.
- **1.5.** No T&P shall be issued by the Department and nothing extra shall be paid on account of this.

2. COMMERCIAL CONDITIONS:

- **2.1. Type of contract:** The work to be awarded by this tender shall be treated as indivisible works contract.
- 2.2. Submission and opening of Tenders:
- **2.2.1.** The tender is in two parts:
 - 2.2.1.1. Part-I -Technical cum Un-priced commercial Bid
 - **2.2.1.2.** Part-II-Price Bid
- **2.3.** The tender shall be submitted online, duly completed as per NIT conditions within period of bid submission.
- **2.4.** The tenderers are advised not to deviate from the technical specifications / item, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.
- **2.5.** Technical cum un-priced commercial bid only shall be opened on the due date and time in the presence of tenderers or their authorized representative who wish to remain present.
- 2.6. Scrutiny/evaluation of the technical-cum-commercial bid shall be done by the department. In case, it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications/requirements and/or contains too many deviations, the department reserves the right to reject the technical bid of such firms(s) without making any reference to the tenderer(s).

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- 2.7. Necessary clarifications required by the department shall have to be furnished by the tenderer within the time given by the department for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department as and when so desired. In case, in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
- **2.8.** After obtaining clarification from all the tenders, the department will intimate the tenders whose technical cum commercial bids are acceptable.
- 2.9. The price bids of only those tenderers shall be opened whose technical bids are found to be technically acceptable. The time and date of opening of price bid shall be fixed after the technical cum un priced commercial bid is accepted and intimated to them by post/Fax/e-mail.
- **2.10.** The department reserves the right to reject any or all the price bids and call for fresh prices/tenders as the case may be without assigning any reason.

3. TERMS OF PAYMENTS

3.1. Unless otherwise specified, in the additional conditions of the contract, the payment shall be made as per the relevant clauses of form PWD 7/8 forming a part of the tender documents.

4. SECURITY DEPOSIT

4.1. Security Deposit shall be deducted from each running bill and final bill to the extent of 5% of the gross amount payable. **The security deposit shall be released only after the work is complete in all respect.**

5. PERFORMANCE GUARANTEE

- 5.1. The successful tenderer shall submit an irrevocable performance guarantee of 3% of the tendered amount in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of acceptance of tender. This guarantee shall be in the form of Demand Draft/Pay order of irrevocable bank guarantee bond of any schedule bank or the State Bank of India in the specified perform a of Government Security, fixed deposit receipt pledged in favour of Registrar, IIT Delhi or as specified in the letter of acceptance of tender. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the competent authority.
- 5.2. Income tax, GST, labour cess & other statutory deduction etc. shall be made at source as per the prevalent laws. The deduction of Security Deposit, Income Tax, etc., shall be done after calculation for the above due payment as per clause 3 above and net payment shall reduce accordingly.

6. RATES

6.1. The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works GST & labour cess), duties, levies, etc. and all charges for packing forwarding, insurance,

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freight and delivery, installation, testing and commissioning etc. at site including temporary construction of storage, risks overhead charges, general liabilities/ obligations.

7. COMPLETENESS OF TENDER

7.1. All sundry equipment's, fitting, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specially mentioned in the tender documents or not.

8. STORAGE AND CUSTODY OF MATERIAL

8.1. The agency has to make his own arrangement for storage. No separate storage accommodation shall be provided by the department Watch and ward of the storage and their safe custody shall be responsibility till the final taking over of the installation by the department.

9. CARE OF THE BUILDING

9.1. Care shall be taken by the contractor while handling and installing the various equipment and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste material arising out of the installation from the site of work.

10. COMPLETION PERIOD

10.1. The completion period indicated in the tender documents is indicative only. Bidder should note that the whole part of the work (as given in the BOQ) will not be executed at one go. Work shall be executed as and when so required as per site requirement. No site for executing work is ready. It would be made available to the contractor as per demand. Quantity taken in the BOQ are tentative and may vary as per site requirement. Supply of materials in lieu of non-execution of any work is not acceptable.

11. VALIDITY

11.1. Tenders shall be valid for acceptance for a period 90 days of days from the date of opening of price bid.

12. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS

- **12.1.** All works shall be carried out in accordance with relevant regulation both statutory and those specified by the Indian Standards related to the works covered by this specification in particular, the equipment and installation will comply with the following:
- **12.1.1.** Factories Act
- 12.1.2. Indian Electricity Rules
- **12.1.3.** B.I.S.& other standards as applicable
- **12.1.4.** Workmen's compensation Act

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12.1.5. Statutory norms prescribed by local bodies like fire department, CEA, Power Supply Co. etc.

13. INDEMNITY

13.1. The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of operation and maintenance under the supervision of the successful tenderer. The successful tenderer shall take necessary actions in this regard. No extra payment would be made to the successful tenderer on account of the above.

14. ERECTION TOOLS

14.1. No tools and tackles either for unloading or for shifting the equipment's for erection purposes would be made available by the department .The successful tender shall make his arrangement for all these facilities

15. COOPERATION WITH OTHER AGENCIES AND OCCUPANTS OF THE BUILDING

15.1. The successful tenderer shall co-ordinate with other working contractors, if any and other occupants of different offices / Labs, etc., and exchange freely all technical information so as to make the execution of this work / contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want or cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of work was not under taken by the tenderer himself.

16. MOBILIZATION ADVANCE

16.1. No mobilization advance shall be paid for this work

17. INTERPRETING SPECIFICATION

- **17.1.** In interpreting the specification, the following order of decreasing importance shall be followed in case of contradictions:
- **17.1.1.** Schedule of quantities
- **17.1.2.** Technical Specification
- **17.1.3.** Drawing (if any)
- **17.1.4.** General Specification for Electrical Works of CPWD (relevant Parts)
- 17.1.5. Relevant BIS or other international code in case BIS code is not available.

18. POLICY OF THE INSTITUTE

18.1. Institute has a policy against **sexual harassment** and is committed to providing an environment free from **sexual harassment of women** at the workplace. Contractor shall

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have to abide by the policy of the Institute with due diligence. Any violation on the part of the contractor shall be dealt with the extant rules of the Institute.

19. Contract may be terminated by the Engineer-in-charge at any time giving 15days notice to the contractor.

20. GUARANTEE

- All equipments/ Materials shall be guaranteed for a period of 12 months from the date of taking over the installation by the department against unsatisfactory performance and / or breakdown due to defective design, workmanship or material. The equipment/ component/ materials or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost to the satisfaction of the Engineer-in• Charge. In case it is felt by the department that undue delay is being caused by the contactor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of Engineer-in-Charge in this regard shall be final & binding on the contractor.
- 20.2 The tenderer shall guarantee among other things, the following:
- 20.2.1 Quality, strength and performance of the material used as per manufacturer's standards.
- 20.2.2 Safe mechanical and electrical stress on all part under all specified conditions of operation Satisfactory operation during the guarantee period.

21. EXTENT OF WORK

- 21.1. The work shall comprise of entire labour including supervision and all material necessary to make a complete installation and such tests and adjustment and commissioning as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by the specification but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender documents in connection with this contract as this is a turnkey job.
- 21.1.1 Minor building works necessary for installation of equipments, foundation making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc. as required.

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C ... Nil I Nil O Nil

SPECIAL TERMS AND CONDITIONS

- 1. The Work has to be completed within the stipulated time.
- 2. In case of delay beyond the control of the contractor due to unforeseen circumstances or force majeure reasons, EOT shall be considered.
- 3. In case of any extra item, the contractor shall seek prior permission in writing from the Engineer-in-charge and submit analysis of rates.
- 4. The quantities are tentative and could be increased or decreased.
- 5. The material shall be got approved from the Engineer-in-charge before utilization. Inferior/substandard material shall have to be removed from the site immediately. In case the contractor fails to remove the inferior / substandard material the Board reserves the right to dispose it off.
- 6. In case of slow progress/intentional delay by the contractor the work can be withdrawn/rescinded in whole or part thereof and executed at the risk & cost of the defaulting contractor.
- 7. In case of any dispute, the arbitrator shall be appointed by the Director, IIT Delhi and his decision shall be Final as well as binding on both the parties.
- 8. Hindrance register shall be maintained by JE (E) at site.
- 9. Instructions given in Site Order Book would be followed immediately by the contractor.
- 10. Non Judicial stamp paper worth Rs. 10/- (Ten Rupees only) will be submitted by the contractor which will have to be signed as token of acceptance.
- 11. No T & P would be supplied by the Institute and contractor will have to make his own arrangement. The contractors are advised to get acquainted with the proposed work including specifications & its site and additional conditions carefully before quoting. No claim of any short shall be entertained or account of any site conditions and ignorance of specifications & additional conditions. The work shall be carried out as per the availability of site.
- 12. The work shall be carried out as per CPWD specifications 2013 volume I & II with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the specification, additional conditions where specifications are silent, the decision of Engineer-in-Charge shall be final and binding on contractor.
- 13. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e Royalty, Cartage, GST & stacking of material required at places etc.
- 14. The rates for different items of work shall apply for Heights & Depths, Leads & Lifts unless otherwise specified in the agreement or specifications applicable in the agreement.

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C ... Nil I Nil O Nil

- 15. Any damage done by the contractor to any existing item / any part of the building during the course of execution of work shall be made good by at his own cost.
- 16. The sample of material required in the work brought at site shall be got approved from Engineer –in-Charge before use in execution of work.
- 17. The contractor shall submit a detailed programme of work within 7 days of the date of award of work. The Engineer in- Charge can modify the programme and the contractors have to work accordingly. The contractor shall make his own arrangement for getting the permission with respect to trucks from the Traffic Police.
- 18. No payment shall be made to contractor for any damage caused by the rain, snowfall or any other natural causes what so ever during the execution of work. Some restrictions may be imposed by the security staff of IIT Delhi etc. on the working and or movement of labour & material. No labour camp/ huts shall be allowed in IIT Campus.
- 19. The contractor shall make his own arrangement for labour huts outside the campus. However constructions of cement
- 20. Godown and Chowkidar's hut in the Campus shall be permitted. The contractor shall be bound to follow all such restrictions/ instructions and nothing shall be payable on this account.
- 21. The Malba / Garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed off by the contractor.
- 22. The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipments left out of his work & dress the site around the building to the complete satisfaction of the Engineer-in-Charge before the work is treated as completed.
- 23. Taxes as applicable shall be deducted from the bills of contractor.
- 24. I. Tax @2%, GST @18% & labour cess @1% will be deducted from the bills of contractor.
- 25. Since the work involve inherent professional hazard, so contractor has to deploy skilled staff and take all safety precautions during execution of work. Any type of loss including human life shall be the responsibility of the contractor and department shall not entertain any claim in this regard.

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C ... Nil I Nil O Nil

ACCEPTABLE MAKE OF EQUIPMENTS AND MATERIALS

	ACCEPTABLE MAKE OF EQUIPMENTS AND MATERIALS					
S.No.	Name of items.	Approved Make.				
1.	MCB (10 KA) & MCB DB	Legrand (DX MCB,s)/ Schneider/ ABB				
2.	XLPE Aluminium / Copper Conductor Armoured cables	Havells / Nicco/ Finolex				
3.	MCCB and MCCB Enclosure	Legrand / Schneider/ L&T/ ABB				
4.	Modular type Switch / Socket, TV Socket,	Crabtree (Emerald)/ M.K (Logic)/ Anchor (Woods)/ North				
	Fan Regulator, Box, pipe	West				
5.	Steel Conduit Pipe and Accessories (ISI) marked-ERW	BEC / AKG / NIC ISI Mark				
6.	Bushes	PVC / Nylon				
7.	FRLS PVC insulated Copper Conductor cable	Polycab/ Havells / Finolex				
8.	Junction Boxes	Legrand (DX MCB,s)/ Schneider/ ABB				

<u>N.B.</u>: For any item not covered in the above list, the contractor shall require to get the samples approved from the Engineer-in-charge before the supply is made.

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O Nil

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ANNEXURE - 1

<< Organization Letter Head >> **DECLARATION**

	Ve,		hereby declare that all the information and
			I to this tender specification are true and complete to the
			nrough the specification, conditions and stipulations in
deta	ails and agree to comply with the require	em	ents and intent of specification.
1	Name & Address of the bidder	:	
2	Phone		
3	E-mail	:	
4			
	Contact person name	:	
5	Mobile number	:	
6	GST number	:	
7	PAN number	:	
8	UTR no. With date [for payment of	:	
	EMD]		
9	DD / FDR / Banker's Cheque No. [if	:	
	uploaded scanned copy] for EMD		
	BANK DETAILS of the Bidder		
10	Bank name	:	
11	Branch address	:	
12	Branch telephone no.	:	
13	MICR Code of the bank	:	
14	IFSC code	:	
15	Bank Account no.	:	
16	Type of account	:	
17	Pl attach one cancelled cheque	:	
We	further declare that our organization h	as	not been blacklisted / delisted or put to any holiday by

y any Institutional agency / Govt. Department / Public Sector Undertaking in the last three years.

> (Signature& name of the bidder) Seal of the bidder

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C ... Nil I Nil O Nil

IITD - 2010 CORRECTION SLIPS

In General condition of contract for IIT Delhi works department 2010 -

Reference	Existing	Modified
Clause	Before any instalment of advance is	Before any instalment of advance is
10B	released, the contractor shall execute a Bank Guarantee Bond from Scheduled	released, the contractor shall execute a Bank Guarantee Bond from
(ii),	Bank for the amount of advance &valid	Scheduled Bank for the amount
Para-2	for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.	equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.
Clause 3 (vii)	If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering.	If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

Reference	Existing Provision	Modified Provision
Page 5, IITD 2010	Page 5, IITD 2010 4A. Applicable for Percentage Rate Tender only (IITD-7) In case of Percentage Rate Tenders,a tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which	Page 5, IITD 2010 4A. Applicable for Percentage Rate Tender only (IITD-7) In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if:- 1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub

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C ... Nil I Nil O Nil

contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

head of the tender.

- 2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
- quoted 3. The percentage above/below is different in figures & words on the total amount of tender or any section/sub head of the tender: Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates. will be summarily rejected. No single tender shall include more than one work. but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

New Para 4B is added as below:

4B: In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/ below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the percentage revised quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

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C... Nil I.... Nil O.... Nil

		If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also
		included in the tender), EE(P) or EE(HQ) of the circle & the lowest contractors those have quoted equal amount of their tenders. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-
D. (5.0.5	tendering process of the work.
Reference	Existing Provision	Modified Provision
10A (page 6-7)	In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked	In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.
	out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it	(Remaining part deleted)

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 $C \ldots Nil \quad I \ldots \ldots Nil \quad O \ldots \ldots Nil$

by the contractor in words shall be

taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not

the amount. Reference Existing Provisions Modified Provisions

Deviations/ Variations Extent and Pricing

CLAUSE 12

Engineer-in-Charge shall power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of nonavailability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main works except as hereafter provided.

CLAUSE 12

The Engineer-in-Charge shall power (i) to make alteration in, omissions from. additions to. or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of nonavailability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main works except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration shall not exceed 1.50 times

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C... Nil I.... Nil O.... Nil

		of	Tendered amount.		
Deviations	12.2		12.2		
Deviations, Extra Items, Pricing	In the case of extra items (items that are completely new and are in addition to the items contained in the contract), the contractor may within 90 days of receipt of order or occurrence of the item(s) claim rate, supported by proper analysis, for the work and the Engineer-in-charge shall within one month of the receipt of the claims supported by analysis after giving considerations to the analysis of the rates submitted by the contractor, determined the rates on basis of market rates and the contractor shall be paid in accordance with the rates so determined.		For Project and original works: In the case of extra items (items that are completely new and are in addition to the items contained in the contract), the contractor may within 90 days of receipt of order or occurrence of the item(s) claim rate, supported by proper analysis, for the work and the Engineer-in-charge shall within one month of the receipt of the claims supported by analysis after giving considerations to the analysis of the rates submitted by the contractor, determined the rates on basis of market rates and the contractor shall be paid in accordance with the rates so determined.		
		B.	For Maintenance including works of upgradation, aesthetic, special repair, addition/ alteration: In the case of Extra Item(s) being		
			the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plush cost index (at the time of tender) plus/minus percentage above below quoted contract amount.		
			Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.		
Deviation, Substituted Items, Pricing	In the case of substituted items (items that are taken up with partial substitution or lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall	A.	For Project and original works: In the case of substituted items (items that are taken up with partial substitution or lieu of items of work in the contract), the rate for the		

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 $C \ldots Nil \quad I \ldots \ldots Nil \quad O \ldots \ldots Nil$

also be determined in the manner as mentioned in the following Para.

- (a) If The market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted)

agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para.

- (a) If The market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted).
- **(b)** If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates substituted item and agreement item (to be substituted). For Maintenance including works of up-gradation, aesthetic, special repair, addition/ alteration:

In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plush cost index (at the time of tender) plus/minus percentage above below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the

prevailing market rate. In the case of contract items, substituted A. For Project and original works: Deviation, Deviated items, contract cum substituted items, In the case of contract items, substituted Quantities. which exceed the limits laid down in items, contract cum substituted items, **Pricing** schedule F, the contractor may within which exceed the limits laid down in fifteen days of receipt of order or schedule F, the contractor may within occurrence of the excess, claim revision fifteen days of receipt of order or of the rates, supported by proper occurrence of the excess, claim revision analysis for the work in excess of the of the rates, supported by proper above mentioned limits, provided that if analysis for the work in excess of the the rates so claimed are in excess of the above mentioned limits, provided that if rates specified in the schedule of the rates so claimed are in excess of the quantities, the Engineer-in-Charge shall rates specified in the schedule of within one month of receipt of the claims quantities, the Engineer-in-Charge shall supported by analysis, after giving within one month of receipt of the claims consideration to the analysis of the rates supported by analysis, after giving submitted by the contractor, determine consideration to the analysis of the rates the rates on the basis of the market rates submitted by the contractor, determine and the contractor shall be paid in the rates on the basis of the market accordance with the rates rates and the contractor shall be paid in determined. accordance with the rates determined. B. For Maintenance including works of up-gradation, aesthetic, special repair, addition/ alteration: In the case of contract items, which exceed the limit laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities. For Project and original 12.3 **A.** 12.3 The provisions of the preceding paragraph shall also apply to the works: decrease in the rates of items for The provisions of the preceding the work excess of the limits laid paragraph shall also apply to the down in Schedule F, and the decrease in the rates of items for the Engineer-in-Charge shall work excess of the limits laid down in giving notice to the contractor Schedule F, and the Engineer-in-

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Charge shall after giving notice to

the contractor within one month of

C... Nil I.... Nil O.... Nil

within one month of occurrence of

the excess and after taking into

consideration any reply received

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	from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.	occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
		B. For Maintenance including works of upgradation, aesthetic, special repair, addition/ alteration:
		In the case of decrease in the rates Prevailing in the market of items for the work excess of the limits laid down in Schedule F, and the
		Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
Schedule F	Clause 12	Clause 12
	No provision.	Type of work
		*** To be filled by NIT approving authority either Project and original work or Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration.
1	1	

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C ... Nil I Nil O Nil

BID SUBMISSION CHECK LIST

ONLINE BID SUBMISSION:

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below:-

SI. No.	SI. No. Documents Content				
1		Annexure – 1 (To be submitted on firm's letter head)	.PDF		
2		Rs. 5,958.00 (No Exemption allowed)	.PDF		
2		Self-certification on contractor letter head for the purpose of verification of 'Local Content', the 'Class-1 Local Supplier / Service Provider'	.PDF		
3		Certificate of work experience as desired, BOQ of work showing components of work.	.PDF		
4		Certificate of GST Registration	.PDF		
5	Technical Bid Affidavit as per NIT condition 1.2.2 on stamp paper		.PDF		
6	Acceptance to execute INTEGRITY PACT		.PDF		
7		IITD 7 / 8 duly signed	.PDF		
8		Registration Copy of EPFO & ESIC proof and Upto date Challan	.PDF		
9		Valid Electrical License	.PDF		
10		Any other document as specified in the NIT			
		Envelope – 2			
SI. No.	TYPES	Content			
1.	1. Financial Bid Price bid should be submitted in BOQ format.				

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C ... Nil I Nil O Nil

SCHEDULE OF QUANTITY

<u>Name of work</u>:- E.I & Fan work in Computer Service Centre in Academic area at IIT Delhi. S.H: Electrical Works.

S. No.	Description of items	Qty.	Unit.	Rates	Amount
1	Wiring for light/ power plug with 2X4 sq.mmFRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit along with 1 No 4 sq.mm FRLS PVC insulated copper conductor single core cable for loop earthing as reqd.	90.0	Meter		
2	Wiring for light/ power plug with 4X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit alongwith 2 Nos. 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	140.0	Meter		
3	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
(a)	15/16 A switch	280.0	Each		
(b)	6 pin 15/16 A socket outlet	280.0	Each		
4	Supplying and fixing following Modular base & cover plate on existing modular metal boxes etc. as required.				
(a)	6 Module	70.0	Each		
5	Providing and fixing following rating and breaking capacity and pole MCCB with thermomagnetic release and terminal spreaders in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required.				
(a)	100 A, 16 kA,TPMCCB	1.0	Each		
6	Supplying and fixing of following ways surface/ recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A, tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs and incomer) as required. (Note: Vertical type MCB TPDB is normally used where 3 phase outlets are required.) (MCCB as a incomer)				

 $C \dots Nil \hspace{0.5cm} I \dots \dots Nil \hspace{0.5cm} O \dots \dots Nil$

(a)	8 way (4 + 24), Double door	1.0	Each	
7	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.			
(a)	Single pole	24.0	Each	
8	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/recessed conduit/ submain wiring/ cable as required.	24.0	Meter	
9	Supplying and Laying and fixing of one number PVC insulated and PVC sheathed / XLPE copper armoured power cable of 1.1 KV grade of following size on wall surface as required.			
(a)	Upto 35 sq. mm (clamped with 1mm thick saddle) (4C x 35 Sq.mm)	12.0	Meter	
10	Supplying and making end termination with brass compression gland and copper lugs for following size of PVC insulated and PVC sheathed / XLPE copper conductor cable of 1.1 KV grade as required.			
(a)	4 X 35 sq. mm (32mm)	2.0	Each	
	Total Rs.			

AE(E)/AA

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 $C \ldots Nil \quad I \ldots \ldots Nil \quad O \ldots \ldots Nil$