INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI – 110016 NOTICE INVITING E-TENDER

IITD/WORKS (SP-2036) /2019

Executive Engineer [P], Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 100016 [Phone No. 011-26591762] on behalf of Board of Governors invites online Item Rate Tender from experienced Indian Manufacturer and its dealers/ distributers of Open Gym (Green Gym/Garden Gym) i.e. Technical Bid and Financial Bid Through e-tendering for the following work:

1	Name of Work		Providing & Fixing of open air gym equipment's at six			
		:	locations in IIT Delhi Campus, Hauz Khas, New Delhi.			
			Sub-Head:- Civil work			
2	NIT No.	:	70/Civil work/2018-2019/EE (P), IITD.			
3	Estimated cost	:	Rs. 35,92,800.00			
4	Earnest Money	:	Rs.71,856.00			
5	Period of completion	:	45 Days			
6	Last date & time of bid submission	:	14/01/2019 03:00 PM			
7	Performance Bank Guarantee	:	5% 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 enroll / register before participating through the website 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 Delhi 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 and Financial should be submitted in the E-procurement portal).

Executive Engineer [P], For & on Behalf of BOG, IIT Delhi

CH. Head:- PLN 01 (MP LADS)

Work Code :-WO3244

Copy to: -

- 1. Institute Engineer
- 2. D.A. (Works Accounts) for opening of tenders in the office of D.R. [SPS]
- 3. A.E.E (C) Renovation.
- 4. D.R. (A/Cs)
- 5. D.R. [SPS]
- 6. Notice Boards.
- 7. Office Copy
- 8. Web site Administrator, IITD

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This NIT documents contains One to One hundred two pages only.

NIT Amounting Rs. 35,92,800/- (Thirty Five Lakhs Ninety Two Thousand Eight Hundred Only) approved.

A.E.E.(C)

SCHEDULE

1	Name of Organisation	:	Indian Institute of Technology Delhi.				
2	Tender / Quotation Type [open / limited /		Open				
	EOI / auction / single]	•	Орен				
3	Tender / Quotation Category [services /	 :	Works				
	goods / works]	Ľ	77 02110				
	Type / Form of Contract [work / supply /		*** 1				
4	auction / service / buy / empanelment /	:	Work				
	sell]						
_	Product Category [Civil work s /		Wester				
5	electrical works / fleet management /	:	Works				
_	computer systems] Is Multi Currency Allowed?	-	No				
7	Date of issue / publishing /start	:	04/01/2019 1:00 PM				
8	Document download start date	:	04/01/2019 1:00 PM				
9	Document download start date Document download end date	:	14/01/2019 3:00 PM				
10	Last date & time of uploading of bids	:	14/01/2019 3:00 PM				
11	Date & time of opening of Technical Bids	:	15/01/2019 3:30 PM				
11	Date & time of opening of Teeninear Blus	•	Rs. 500/- (Five Hundred only), (Online)				
			(To be paid through RTGS/NEFT. IIT Delhi Bank				
	Tender fee		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				
12		:	Delhi, Hauz Khas,				
			NewDelhi-110016 IFSC Code : SBIN0001077				
			MICR Code : 110002156				
			Swift No. : SBININBB547				
			(This is mandatory that UTR Number is provided in the				
			online quotation/bid. Kindly refer to the UTR Column				
			of the Declaration Sheet at Annexure-I).				
			Rs.71,856/- (Seventy One Thousand Eight Hundred				
			Fifty Six Only) in favour of Registrar, I.I.T. Delhi in				
			the form of Banker Cheque or Demand Draft or Fixed Deposit receipt of a schedule bank. Or 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				
13	EMD	:	Name of the Bank : State Bank of India, IIT				
			Delhi, Hauz Khas, NewDelhi-110016				
			IFSC Code : SBIN0001077				
			MICR Code : 110002156				
			Swift No. : SBININBB547				
			(This is mandatory that UTR Number is provided in the				
			online quotation/bid. Kindly refer to the UTR Column				
			of the Declaration Sheet at Annexure-I).				
14	Bid Validity Days	:	00 Days (From lost data ofin				
14	Did validity Days	<u>ı • </u>	90 Days (From last date of opening of Technical bid)				

15	No. of covers [1/2/3/4]	:	02
16	Address for communication	:	Executive Engineer (P), Room No.:- MZ-137, Main Building, Hauz Khas, IIT Delhi, New Delhi - 110 016.
17	Contact No.	:	011- 2659 1762,
18	E-mail address	:	a26790@admin.iitd.ac.in

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 soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. 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 enroll 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 Enroll". 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 username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers 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 II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized 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 the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / e-Token.

SEARCHING FOR QUOTATION / TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active Quotations / Tender by several parameters. These parameters could include Quotation ID, organization name, location, date, value, etc. There is also an option of advanced search for Quotations, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a Quotation published on the CPP Portal.
- 2) Once the bidders have selected the Quotations they are interested in, they may download the required documents / Quotation schedules. These Quotations can be moved to the respective 'My Quotations' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the Quotation document.
- 3) The bidder should make a note of the unique Quotation ID assigned to Nos. Quotation / Tender, 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 Quotation document before submitting their bids.
- 2) Please go through the Quotation / Tender advertisement and the Quotation / Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of Nos. of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Quotation document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and 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 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 Quotation document.
- 3) Bidder has to select the payment option as "offline" to pay the Quotation fee / EMD as applicable and enter details of the instrument.
- 4) A standard BoQ format has been provided with the Quotation 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 and submit 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 unauthorized 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 Quotation documents become readable only after the Quotation opening by the authorized 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 the Quotation document and the terms and conditions contained therein should be addressed to the Quotation Inviting Authority for a Quotation or the relevant contact person indicated in the Quotation.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The Quotations will be received online through portal http://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 authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".

Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app

INFORMATION AND INSTRUCTIONS TO BIDDERS FOR E-TENDERING

Executive Engineer [P], Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 100016 [Phone No. 011-26591762] on behalf of Board of Governors invites online Item Rate Tender from Experienced Indian Manufacturer and its dealers/ distributers of Open Gym (Green Gym/Garden Gym) i.e. Technical Bid and Financial Bid Through e-tendering for the following work:

SI. No.	N.I.T. No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of completion	Last date & time of submission of bid (online mode)	Time & date of opening of Technical Bid	Time & date of opening of Financial Bid
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
1	70/Civil work/2018-2019/EE (P), IITD.	Providing & Fixing of open air gym equipment's at six locations in IIT Delhi Campus, Hauz Khas, New Delhi. Sub-Head:- Civil work	Rs. 35,92,800.00	Rs. 71,856.00	45 days	14/01/2019 3:00 PM	15/01/2019 3:30 PM	To be intimated after assessing technical bid.

1. The successful bidders shall be required to submit a performance guarantee of 5% of the tendered amount in the form of Bank Guarantee or F.D.R. from a Nationalized / Scheduled Bank within 15 days of issue of letter of intent before award of work. In case of failure by the Contractor to submit the performance guarantee within the specified period, full earnest money will be forfeited and the tender shall be treated as null and void. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that.

- **2.** Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
- i) Firms/Contractors should have satisfactorily completed one similar work of value not less than **Rs. 28,74,300/-** or two similar works Nos. of value not less than **Rs. 21,55,700/-**or three similar works Nos. of value not less than **Rs. 14,37,200/-**during last 7 years ending previous day of last date of submission of bids.
- ii) Tender fees Rs. 500/- through online payment as per account details provided in page No. 4 of the NIT.
- iii) Earnest money of Rs. 71,856/- (Seventy One Thousand Eight Hundred Fifty Six Only) in favour of Registrar, I.I.T. Delhi in the form of Banker Cheque or Demand Draft or Fixed Deposit receipt of a schedule bank. Or through online payment as per account details provided in page No. 4.
- 3. Similar work means pertaining to works of providing and fixing of outdoor GYM/ Open GYM/ Children Play equipment.
- 4. 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.
- 5. Information and Instructions for bidders posted on website shall form part of bid document.
- **6.** 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.
- 7. But the bid can only be submitted after depositing requisite tender fee and EMD as specified in the schedule.
- **8.** Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited requisite tender fee and EMD and other documents scanned and uploaded are found in order.
- **9.** Completion certificates along with the work order are required to be got issued by an officer not below the rank of Executive Engineer of similar works completed by the Firm or In case of certificate issued by the private party, copies of TDS should also be enclosed. The work experience certificates submitted by the bidders shall clearly indicate that:
 - a. The similar work executed shall be as '3' above
 - b. The completed cost of the work
 - c. Actual date of completion of the work
- **10.** Copy of registration certificates to be submitted. Registration of firms/ Contractors must be valid on the day of submission of Tenders or extended date of submission of Tenders whichever is later.
- 11. Work means only work under Government/ Public Sector Undertaking / Central Autonomous bodies/ Municipal Corporation.
- 12. 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.
- 13. 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.

- **14.** Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 15. 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.
- **16.** 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.

17. The bid submitted shall become invalid if:

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents (including GST) as stipulated in the bid document including the undertaking / declaration.
- c. EMD not deposited as specified
- d. The firm shall not be registered with EPFO & ESIC
- **18. Pre-Bid Meeting:** Pre-bid meeting will be held on 10/01/2019 at **3:00 PM** in the Office of Institute Engineer, Room No. AD 220, Main Building, IIT Delhi Hauz Khas, New Delhi-16.
- 19. **TURNOVER:** The bidder should have average annual financial turnover of **Rs.** 14.50 lakh on similar works during the last three years ending 31st March 2018. The bidder should submit the audited balance sheet and P&L account duly certified by the Chartered Accountant for last three consecutive financial years.
- 20. SOLVENCY CERTIFICATE: The bidder should have a solvency of Rs. 14.50 lakh. (Bankers certificates should be on letter head of the Bank, sealed in cover addressed to Executive Engineer (P), IIT Delhi, Room no. MZ 137, Main Building, Hauz Khas, New Delhi.110016. Solvency certificate submitted should not be older than one year from the date of opening of tender. (Bankers certificate should be on letter head of the bank, sealed in cover addressed to Executive Engineer (P), IIT Delhi, Room no. MZ 137, Main Building, Hauz Khas, New Delhi.110016

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

- 1. Annexure I duly filled in and got signed.
- 2. Enlistment order of contractor.
- 3. Affidavit as per Notice Inviting Tender Condition [IITD-6] 1.2.2 [To be submitted on stamp paper].
- 4. Certificate of work experience as desired.
- 5. Acceptance to execute INTEGRITY PACT [see integrity pact].
- 6. IITD 7 / 8 duly signed (At page 22–23).
- 7. EPF & ESI Registration proof.
- 8. GST Registration proof with allotted number.
- 9. Undertaking on firm's letter head for EMD, if EMD is not submitted online.

"The physical EMD shall be deposited by me/us with the authority inviting the tender, in case I/we become the lowest tenderer, within a week of the opening of financial bid, otherwise, department may reject the tender and also take action to debar me/us from tendering in any form in IIT Delhi."

- 10. Any other document as specified in the NIT.
- 11. Copy of Annual financial turnover during the last three years ending 31st March 2018.
- 12. Copy of solvency certificate.

Executive Engineer [P] For & on Behalf of BOG, IIT Delhi

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

D'Man /J.E. A.E.E / A.E. E.E.

IITD - 6

INDIAN INSTITUTE OF TECHNOLOGY DELHI NOTICE INVITING E-TENDER

Executive Engineer [P], Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 100016 [Phone No. 011-26591762] on behalf of Board of Governors invites online Item Rate Tender from experienced Indian Manufacturer and its dealers/ distributers of Open Gym (Green Gym/Garden Gym) i.e. Technical Bid and Financial Bid Through e-tendering for the following work following work of Providing & Fixing of open air gym equipment's at six locations in IIT Delhi Campus, Hauz Khas, New Delhi, Sub-Head:- Civil work

- 1.1 The work is estimated to cost **Rs. 35,92,800.00** 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. For civil bid, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of Nos. component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
- 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:

Criteria of eligibility for submission of bid documents.

- i) Firms/Contractors should have satisfactorily completed one similar work of value not less than **Rs. 28,74,300/--** or two similar works Nos. of value not less than **Rs.21,55,700/-** or three similar works Nos. of value not less than **Rs.14,37,200/-**during last 7 years ending previous day of last date of submission of bids.
- ii) Similar work means pertaining to works of providing and fixing of outdoor GYM/ Open GYM/ Children Play equipment.
- 1.2.1 Experienced Indian Manufacturer and its dealers/ distributers of Open Gym (Green Gym/Garden Gym).
- 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)"

- 2. 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. The time allowed for carrying out the work will be 90 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.** The site for the work is available.
- 5. 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 except Standard General Conditions of Contract Form can be seen from the web Site eprocure.gov.in
- **6.** 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. 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.** 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. Earnest money of** Rs. 71,856/- (Seventy One Thousand Eight Hundred Fifty Six Only) in favour of Registrar, I.I.T. Delhi in the form of Banker Cheque or Demand Draft or Fixed Deposit receipt of a schedule bank or through online payment as per account details provided in page No. 4.
- **10.** The bid can only be submitted after uploading the mandatory scanned documents such as submission of online receipt of EMD with http://eprocure.gov.in/eprocure/app/NEFT facility.
- 11. The bid submitted shall become invalid, if:
 - a) The bidder is found ineligible.
 - b) The bidder does not upload all the documents (including GST Registration/ Technical bid) as stipulated in the bid document.
 - c) EMD not deposited as specified
 - d) The firm shall not be registered with EPFO & ESIC.
- 12. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5%** (**Five 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 indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 13. 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.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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 Gazette 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.
- 18. No Engineer of Gazette rank or other Gazette 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.
- 19. The bid for the works shall remain open for acceptance for a period of **ninety** [90] days from the date of opening of Technical bids, if any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIT Delhi shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.
- 20. This notice inviting bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 a) 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.

- b) Standard IITD Form –7/8 or other Standard IITD Form as applicable.
- 21. 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, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the bidding process of the work.

INTEGRITY PACT

То	
,	
,	
	19/EE (P), IITD. for the work of Providing & Fixing of open IIT Delhi Campus, Hauz Khas, New Delhi.
It is here by declared that III and competitiveness in public procure	TD is committed to follow the principle of transparency, equity ment.
the Bidder will sign the Integrity Ag	Tender (NIT) is an invitation to offer made on the condition that reement, which is an integral part of the tender/bid documents, stand disqualified from the tendering process and the bid of the
	art and parcel of the Integrity Agreement and signing of the same uning of the Integrity Agreement on behalf of the IITD.
	Yours faithfully,
	Executive Engineer (P)

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

D'Man /J.E. A.E.E / A.E. E.E.

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

To

Executive Engineer (P), IIT Delhi, Hauz Khas, New Delhi – 110016

<u>Subject:</u> Submission of Bid for the work of Providing & Fixing of open air gym equipment's at six locations in IIT Delhi Campus, Hauz Khas, New Delhi. Sub-Head:- Civil work

Dear Sir.

I / We acknowledge that IITD. 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 authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

	ity Agreement		le at		on	this		day	of
			I	BETWEEN					
The Board of G (P), IIT Delhi	overnors, IIT D				•				J
as the 'Principal'Own successors and	(Address of Diner', which exp	ression sh	all unl	ess repugnant	to the	meanir	ng or context	t hereo	f include its
				AND					
Through	(Name	and Addı	ess of	the Individual		•	•		
0	(Details of dulg	y authoriz	ed sigr	natory)	(He	reinafte			
hereof include i	ts successors an	nd permitte	ed assi	gns)					

Preamble

WHEREAS the Principal / Owner has floated the **Tender (NIT No. 70/Civil work/2018-2019/EE (P), IITD.)** (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Providing & Fixing of open air gym equipment's at six locations in IIT Delhi Campus, Hauz Khas, New Delhi. Sub-Head:- Civil work**" (Name of work) hereinafter referred to as the "**Contract**".

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

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall 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.
- 3) 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 Nos. 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) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/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.
- d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has

disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 04 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IITD.

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

Article 8: LEGAL AND PRIOR RIGHTS

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

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

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

IITD - 7/8

INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI - 110016

Item Rate Tender & Contract for Works

Tender for the work of "Providing & Fixing of open air gym equipment's at six locations in IIT Delhi Campus, Hauz Khas, New Delhi. Sub-Head:- Civil work"

(A) (I) To be submitted online by 14/01/2019 3:00 PM (II) To be opened technical bid on 15/01/2019 3:30 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 technical 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 **Earnest money of Rs.**71,856/- (Seventy One Thousand Eight Hundred Fifty Six Only) in favour of Registrar, I.I.T. Delhi in the form of Banker Cheque or Demand Draft or Fixed Deposit receipt of a schedule bank or through online payment as per account details provided in page No. 4.

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 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

	idential documents and shall not communicate her than a person to whom I / We am/are authorized to any manner prejudicial to the safety of the State.
Dated:	
	Signature of Contractor
Witness:	
Address:	Postal Address
Occupation:	
AC	CCEPTANCE
by me for an on behalf of The Board of Governor	provided in the letters mentioned hereunder) is accepted s, IIT Delhi, Hauz Khas, New Delhi - 110016 for a sum
The letters referred to below shall form pa	art of this contract agreement:-
(a)	
(b)	
(c)	
	For & on behalf of Board of Governors, IIT Delhi
	Signature
Dated:	Designation
CNil INil ONil	

D'Man /J.E. A.E.E / A.E. E.E.

PROFORMA OF SCHEDULES

[Operative Schedules to be supplied separately to Nos. intending tenderer]

SCHEDULE 'A'

Schedule of quantities (enclosed)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
-	Nil			*

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of Issue
+	Nil		•

SCHEDULE 'D'

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



SCHEDULE 'E'

Reference to General Conditions of contract [GCC]

1	Name of work	:	"Providing & Fixing of open air gym equipment's at six
			locations in IIT Delhi Campus, Hauz Khas, New Delhi.
			Sub-Head:- Civil work"
2	Estimated cost of work	:	Rs. 35,92,800/-
3	Earnest Money	:	Rs. 71,856/-
4	Performance Guarantee	:	5 percent of tendered value
5	Security Deposit	:	5 percent of tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS

: Officer inviting tender

Maximu	aximum percentage for quantity of items of work to be executed : See below				
beyond	which rates are to be determined in accordance with				
Clauses	12.2&12.3				
Definiti	ons:				
2[v]	Engineer – in – charge	:	Executive Engineer [P]		
2[vi]	Accepting Authority	:	Executive Engineer.		
2[x]	Percentage on cost of materials and labour to	:	15 percent		
	Cover all overheads and profits				
2[xi]	Standard schedule of rates	:	Market Rate		
2[xii]	Department	:	Works organization.		
9[ii]	Standard IITD Contract Form	:	General Conditions of		
			Contract 2010,IITD Form 7/8-		
			2010 modified & Corrected up to		
			date of submission of tender		

Clau	use 1:						
[i]	Time allowed for submission of Performance Guarantee						
	from the date of issue of letter of acceptance	••	15 days				
[ii]	Maximum allowable extension with late fees @ 0.1% per						
	day of performance guarantee amount beyond the period	:	1 to 15 days				
	provided in (i) above						
Claus	se 2:						
Autho	Authority for fixing compensation under clause 2 : Institute Engineer						
Claus	se 2 A:						
Whether Clause 2A shall be applicable : No							
Claus	se 5:						
	per of days from the date of issue of letter of larger for reckoning date of start	:	10 [ten] days				

Milestone(s) as per table given below:-

S1.	Description of Milestone	Time allowed in days	Amount to be with-held in case
No.	(Financial)	(from date of start)	of non-achievement of mile
			stone
1	1/8th (of the whole work)	1/4th(of the whole work)	In the event of not achieving
2	3/8th (of the whole work)	1/2th (of the whole work)	the necessary progress as
	37 oth (of the whole work)	1/2th (of the whole work)	assessed from the running
3	3/4th (of the whole work)	3/4th (of the whole work)	payment, 1% of the Tender
4	FULL	FULL	value of work will be withheld
4	FULL	FULL	for failure of each milestone.

Time allowed for execution of work	:	45 Days
Authority to decide:		
Extension of time	:	Executive Engineer
Rescheduling of mile stones	••	Executive Engineer
Clause Applicable 6 or 6A:	:	Clause 6A Applicable
Clause 7:		
Gross work to be done together with net payment /	:	Not Applicable
adjustment of advances for material collected, if any,		
since the last such payment for being eligible to interim		
payment		
Clause 10 A:		
List of testing equipment to be provided by the	••	As desired by the Engineer-in-charge
contractor at site lab		relating to the work
Clause 10B(ii):		
Whether Clause 10 B (ii) shall be applicable	:	No
Clause 10C:		
Component of labour expressed as percent of value of work	••	25 percent

Clause 10CA:

		Nearest	Materials	(other	than	cement,	Base	Price	of	all	
S.N.	Material covered	reinforcement bars and the structural steel) for						Materials covered under			
S.IV.	under this clause	which All India Wholesale Price Index to be						10 CA*			
		followed									
1											
2					_						
3											
4											

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

Clause 10CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next	:	12 Months
column		
Schedule of component of other Materials, Labour, POL etc. for		
price escalation		
Component of civil (except materials covered under clause	:	Nil.
10CA)/ Electrical construction Materials expressed as percent		
of total value of work		
Component of Labour expressed as percent of total value of	:	Y: 25 percent
work		
Component of P.O.L. expressed as percent of total value of	:	Not Applicable
work		

Clause 11

Specifications to be followed for execution of work	:	CPWD General specifications for Civil
		&Electrical work with upto date correction
		slips.

Clause 12

Cludse 12		
Type of work	••	Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration
Clause 12.2. & 12.3		
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply	:	30 percent
for building work		
Clause 12.5		
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply	:	100 percent
for foundation work		

Clause 16

Competent Authority for deciding reduced rates : Institute E	ngineer
--	---------

Clause 18

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

1	2	3
4	5	6
7	8	9

Requirement of Technical Representative(s) and recovery Rate

S.	Minimum	Discipli	Designation (Principal	Minimum	Num	Rate at which rec	covery shall be made
No	Qualification of	ne	Technical/	Experience	ber	from the contract	or in the event of not
	Technical		Technical	(Years)		fulfilling provis	sion of clause 36(i)
	Representative		Representative)				
						Figures	Words
	i)Graduate Engineer Or Diploma Holder	Civil	Principal Technical Representative	02 years or 05 years	01	Rs 15000/- Each.	Rupees Fifteen thousand only./ P.M

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

CNil	I Nil	O N

D'Man /J.E. A.E.E / A.E. E.E.

Clause 42

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2016 printed by C.P.W.D.
- Variations permissible on theoretical quantities: (ii)
 - Cement (a)

For works with estimated cost put to tender not more than Rs. 5 lakh. For works with estimated cost put to

3% plus/minus.

tender more than Rs.5 lakh.

2% plus/minus.

(b) Bitumen All Works 2.5% plus only & nil on minus side.

(c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus

(d) All other materials. Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor		
		Excess beyond permissible variation	Less use beyond permissible variation	
1.	Cement			
2.	Steel Reinforcement			
3.	Structural Sections	As per CPWD Specification 2014		
4.	Bitumen issued free			
5.	Bitumen issued at stipulated fixed Price			

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

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

<< Organization Letter Head >> DECLARATION

I/V	I / We, hereby declare that all the information and data furnished						
by our organization with regard to this tender specification are true and complete to the best of our knowledge. I /							
we	have gone through the specification, co	onditions	and stipulations in details	s and agree to comply with the			
requirements and intent of specification.							
1	Name & Address of the bidder	:					
2	Phone	:					
3	E-mail	:					
4	Control						
4	Contact person name	:					
5	Mobile number						
	Woode Hamoer						
6	GST number	:					
7	PAN number	:					
0	LITD		Tandan Fasa	EMD			
8	UTR no. with date [for payment]	:	Tender Fees	EMD			
	BANK DETAILS						
	DANK DETAILS						
9	Bank name	:					
10	Branch address	:					
11	Branch telephone no.	:					
12	MICR Code of the bank						
14	WICK Code of the bank	•					
13	IFSC code						
14	Bank Account no.	:					
15	Type of account	:					
••• • • • • • • • • • • • • • • • • •							
We further declare that our organization has not been blacklisted / delisted or put to any holiday by any							
Institutional agency / Govt. Department / Public Sector Undertaking in the last three years.							
				[Signature of the bidder]			
		Nama					
				Name:			
				Seal of the bidder			

COMMERCIAL AND ADDITIONAL CONDITIONS

1 General

1.1 This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, final testing, commissioning, as per the CPWD General Specification for Civil work Part-I, II and Electrical work Part-I, II & IV for the following works.

Name of work & location: - Providing & Fixing of open air gym equipment's at six locations in IIT Delhi Campus, Hauz Khas, New Delhi. Sub-Head:- Civil work.

The work shall be executed as per CPWD General Specifications for Civil work s as amended up to date and as per directions of Engineer-in-charge. These additional specifications and conditions are to be read in the Additional specifications and conditions shall apply. However, nothing extra shall be paid on account of these as the same are to be read along with schedule of quantities for the work.

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 of Tender:-

Bidder shall submit the cost of tender documents, if any, e-tendering processing fee and earnest money, other documents, price bid in prescribed manner as indicated in "INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE"

- 2.3 The tenderers are advised not to deviate from the technical specifications / items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.
- 2.4 The department reserves the right to reject any or all the price bids and call for fresh price tenders as the case may be without assigning any reason.

2.0 Validity

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

4.0 Completion period

The completion period indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire job to the satisfaction of the Engineer-in-charge.

5.0 SAFETY CODES AND LABOUR REGULATIONS

(i) In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S. recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for **penalty as specified in applicable clause.** In addition the Engineer-In-Charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.

(ii) The contractor shall provide necessary barriers, warning signals and other safety measures while laying pipelines, cables etc. or wherever necessary so as to avoid accident. He shall also indemnify IITD against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

6.0 Payment Terms

6.1 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.

7.0 Security Deposit

Security deposit shall be deducted from Nos. running bill and the final bill to be the extent of 10 percent of the gross amount payable. However the maximum amount of security deposit will be 5 percent of the tendered value. The earnest money deposited shall be adjusted against this security deposit. The security deposit shall be released on the expiry of guarantee period stipulated in the contract. Bank guarantee will not be accepted as security deposit.

8 Performance Guarantee

The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract in the contract for his proper performance of the contract agreement within 12 Months. Of issued of letter of acceptance of tender. This guarantee shall be in the form of Demand draft/ Pay order or irrevocable bank guarantee bond of any scheduled bank or the State Bank of India in the specified format or in the form of Government security, fixed deposit pledged in favour of Executive Engineer 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 90 Days beyond. This bank guarantee shall be kept valid till the recoding of completion certificate for the work by the competent authority.

9. Rates

- 9.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (i/c Goods and Services Tax), duties & levies, octroi etc. and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary construction of storage, risk, overhead charges, general liabilities / obligations and clearance from concerned authority.
- 9.2 Octroi duty shall not be paid separately but octroi exemption certificate can be furnished by the department on demand. However the department is not liable to re-imburse the octroi duty in case exemption certificates are not honored by the concerned authorities.

10. COMPLETION PERIOD

The completion period of 45 days indicated in the tender documents is for the entire work of planning, designing, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer – in – charge.

11. COMPLETENESS OF TENDER

All sundry equipment, fittings, unit, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, cable glands, junction boxes 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 specifically mentioned in the tender documents or not.

12. STORAGE AND CUSTODY OF MATERIALS

No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over the installation by the department.

13. CARE OF THE BUILDING

Care shall be taken by the contractor while handling and installing the various equipments 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.

14. WORKS TO BE DONE BY THE TENDERER

Following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost-whether specifically indicated in the schedule of work or not:-

- i) Sealing of all floor slab/wall openings with PCC if, provided by the Department or contractor for pipes and cables, from fire safety point of view, after laying of the same.
- ii) Sealing of all wall openings left for duct crossing with brick machinery with plaster.
- iii) Painting of all exposed metal surface of equipments and components with appropriate colour.
- iv) Making opening in the walls/floors/slabs or modification in the existing openings wherever provided for carrying pipe line, ducts etc.
- v) Providing wooden/metallic frames for fixing grills/ diffusers.
- vi) Making good all damages caused to the structure during installation and restoring the same to their original finish.

Any other minor building work required for the successful execution of the system and its operation.

16. Power supply, water supply and Draining

It is clarified that electricity will be provided from the existing connection near building and necessary arrangement for tapping and termination of supply will be done by the contractor. The charges for electricity may be recovered from the running account bill of the contractor as per the bill raised by IIT Delhi authorities.

17. Data manual and Drawings to be furnished by the tenderers:

With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

17.2 **After Award of work**

The successful tenderer would be required to submit the drawings as per para 1.18.2 within 3 days of award of work for approval before commencement of installation.

18.0 Data Manual and Drawings to be furnished by the Tenderers:

18.1 After Award of work the contractor shall prepare & submit three sets of following drawings and get them approved from the Engineer-in-charge before the start of the work. The approval of drawings however does not absolve the contractor not to supply the equipments/ materials as per agreement, if there is any contradiction between the approved drawings and agreement.

Any other drawings relevant to the work

18.2 **Completion Drawings**

18.2.1 Three sets of the following laminated drawings shall be submitted by the contractor while handing over the complete site to the Department. In addition one set will be given on compact disc.

19. Extent of Work

- 19.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments 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 specifications 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 document in connection with this contract.
- 19.2 Minor building works necessary for installation of making of opening in floors or in walls and restoring to their original condition, finish and necessary grouting etc. as reqd.
- 19.4 Any item required for completion of the project but left inadvertently shall be executed with-in the quoted rate.
- 19.5 Contractor has to create PCC platform outside the building for fabrication and assembling of duct etc. as no fabrication will be allowed inside the building to avoid the damages and hindrance to other works
- 19.6 Contractor has to construct his own temporary store outside the building till the plant room is not ready and make watch and ward arrangement of the store. The location of the store shall be get approved from Engineer-in-charge.
- 19.7 Contractor has to provide technical assistance as and when required for approval of drawings etc.
- Inspection and testing: Initial inspection at works and final inspection and testing at site shall be carried out as per chapter 17 of CPWD General Specification for HVAC works 2004 as amended to date may be read along with 17(22) of technical specifications.

21 Validity

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

22 Compliance with Regulations and Indian Standards, Indemnity & Insurance.

All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards as detailed in Para 1.21& 1.22 of CPWD General Specifications for Civil work and Electrical Work 2005 amended up to date.

23 Mobilization Advance:

23.1 No mobilization advance will be given.

24. Insurance and Storage:

All consignments are to be duly insured up to the destination from warehouse to warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

25. Verification of correctness of Equipment at Destination:

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.

26. CLEAN UP WORKS AT SITE

During erection the contractor shall at all times keep the working and storage areas free from waste or rubbish. On completion of erection he shall remove all temporary structures, debris and leave the premises clean to the full satisfaction of the department.

27. RATES

Rates for Nos. of the items of Schedule of Quantity shall be firm and consolidated for the equipment delivered, installed, commissioned and tested at site including all taxes and levies. Prices shall remain firm and free from variation due to rise and fall in the cost of material equipments. Labour or any other reason whatsoever due to changes in statutory rules and regulations so far as admissible under the conditions of the contract.

28. TERMS OF PAYMENT

The terms of payments shall be as indicated in General Conditions of Contract.

29. PAINTING WORK

The painting should be carried out as required and as per the instruction of the department. The procedure and the standard colour codes are as follows:

- 1) Cleaning the surface
- 2) Apply a primer coat of red oxide
- 3) Applying two coats of enamel paint of APPROVED colour code after applying cement primer for plastered surface.

SPECIAL CONDITIONS

- 1. The Work has to be completed within the stipulated time.
- 2. In case it is noticed that the firm is intentionally delaying the work for one reason or the other, the firm could be debarred for future works i/c forfeiture of the EMD.
- 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. 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.
- 5. 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.
- 6. Hindrance register shall be maintained by AEE (C) / JE(C) at site.
- 7. Instructions given in Site Order Book would be followed immediately by the contractor.
- 8. No T & P would be supplied by the institute and contractor will have to make own arrangement.
- 9. The contractors are advised to get acquitted with the proposed work including specifications & additional conditions carefully before quoting. No claim of any sort shall be entertained or account of any site conditions ignorance of specification & additional conditions. The work shall be carried out as per the availability of site
- 10. The work shall be carried out as per CPWD specifications 2014 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 in terms of latest from 7/8 of IITD.
- 11. 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 place etc.
- 12. 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.
- 13. 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.
- 14. Articles manufactured by the reputed firms and approved by Engineer-in –Charge shall only be used. Only articles classified as "First quality" by the manufacturer shall be used unless otherwise specified.
- 15. 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.
- 16. The sample of material required for Testing shall be provided at free of cost by the contractor. Testing charges if any shall be borne by the Department in case the test results are satisfactory and if test results fail testing charges shall be deducted from the bills of the contractor. All other expenditure to be incurred for taking sample, conveyance, packing etc. shall be borne by the contractor. Testing shall be done at NABL approved lab.
- 17. The Engineer-in-Charge can modify the programme and the contractors have to work accordingly. In case work does not start within 7 days the same is liable to be rescinded as per latest form 7/8 IITD and In case of delay liquidated damages to be imposed on Contractors as per latest form 7/8 of IITD. Extension of time in work shall be dealt as per latest form 7/8 of IITD.

- 18. Some restrictions may be imposed by the security staff of IIT Delhi etc. on the working and or movement of labour camp/ huts shall be allowed in IIT Campus. The Contractor shall make his own arrangement for labour huts outside the campus. However constructions of cement go down 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.
- 19. The contractor shall be fully responsible for the safe custody of the material issued or brought at site by him for doing work.
- 20. The Malba /Garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed off by the contractor to the approved dumping site of MCD.
- 21. 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.
- 22. Contractor has to quote against the item of schedule of credit of material. The contractor cannot quote either minus rate or Zero rate for these items. The amount against these items will be subtracted in calculating lowest agency.
- 23. 1% labour cess or as applicable will be deducted from the bills of contractor.
- 24. Water charges @ 1% of work done shall be deducted from bills if water supplied by Department.
- 25. Electricity charges shall be deducted @ 0.5% (Half Percentage) of the bill amount if supplied by the department.
- 26. The Clause of extension of time is also applicable as per CPWD manual.
- 27. GCC for 7/8 shall form part of NIT and the bidder shall go through GCC before quoting rates and the same shall be deemed to be accepted by bidder if he participates in the tender.
- 28. The quoted rates of all items shall be inclusive of all taxes including Goods and Service Tax, Labour Cess etc. and nothing extra shall be payable on this account.

ACCEPTABLE MAKE OF EQUIPMENTS AND MATERIALS

	ACCEPTABLE MAKE OF EQUIPMENTS AND MATERIALS			
S. No.	Description	Approved Makes		
1.	Cement (Grey) OPC/ PPC Grade-43.	ACC / L & T/ J.K. / BIRLA/ UTRA TECH/ VIKRAM		
2.	Cement (White)	J.K. / BIRLA		
3.	Reinforcement Steel	PRIMARY MANUFACTURERS APPROVED BY MINISTRY OF STEEL / SECONDARY MANUFACTURERS HAVING VALID BIS		
4.	Structural Steel	LICENSE (to be as per latest BIS provisions) PRIMARY MANUFACTURERS APPROVED BY MINISTRY OF STEEL / SECONDARY MANUFACTURERS HAVING VALID BIS LICENSE (to be as per latest BIS provisions)		
5.	Stainless steel (Grade 304)	JINDAL / SAIL / Salem		
6.	Bricks	COMMERCIALLY AVAILABLE OR REQUIRED STRENGTH		
7.	Aluminium Sections	HINDALCO / JINDAL / MAHAVIR		
8.	Flush doors	CENTURY / MERINO / DURO BOARD /GREEN		
9.	Laminates	GREENLAM / DURO / ARCHID / MERINO / DECOLAM / CENTURY		
10.	Glass / Mirror	SAINT GOBAIN / MODI FLOAT / ASAHI FLOAT		
11.	Ceramic Glazed tiles/Border tiles	1 ST QUALITY KAJARIA / NITCO / JOHNSON / ORIENT / SOMANY		
12.	Vitrified Tiles	NAVEEN / NITCO / JOHNSON / KAJARIA		
13.	Interlocking Precast pavers blocks / Kerb Stone	HINDUSTAN TILES / SWASTIK ALW/DALAL		
14.	Stainless Steel Hinges	JOLLY / GARG /AMIT / ASI SUPREME		
15.	Stainless Steel Nuts Bolts / Screws	KUNDAN / PUJA / ATUL / GKW		
16.	Paint / primer / oil bound distemper /Acrylic paint/plastic paint	1st QUALITY PAINTS OF ASIAN / BERGER / NEROLAC / AKZONOBAL INDIA / SHALIMAR		
17.	Water Proof. Cement Paint/ Exterior paint	1 st QUALITY PAINTS OF ASIAN PAINTS / BERGER / NEROLAC / AKZONOBAL / SHALIMAR		
18.	Sanitary ware (Vitreous China) (European Seats, Urinals, Wash Basins, etc.)	HINDWARE / PARRYWARE/ CERA		
19.	Seat Covers	HINDWARE / PARRYWARE/ CERA		

	ACCEPTABLE MAKE OF EQUIPMENTS AND MATERIALS			
S. No.	Description	Approved Makes		
20.	C.P. brass Fittings / Accessories	JAQUAR / MARC / KOHLAR		
21.	G.I. Pipes	TATA / JINDAL (HISSAR)		
22.	G.I. Fittings	UNIK / ZOLOTO / AM		
23.	Stainless Steel Sink	NEELKANTH / JAINA / KINGSTON (COBRA)		
24.	Commercial Board / PLY	MERINO / DURO /GREEN/ CENTURY		
25.	CI Pipes / Fittings & Manhole covers	RIF / NECO / BENGAL IRON WORKS / BC / SKF		
26.	CI Pipes "Class LA"	NICO / KESORAM / ELECTRO STEEL / KAPILANSH		
27.	Floor Spring	Dorma/Hafele/ Hardwyn/Kich/Geze		
28.	Door Closer	Dorma/Hafele/ Hardwyn/Kich/Geze		
29.	MIRROR	ATUL,MODIGUARD,SAINT GOBAIN		
30.	Vertical Blinds	VISTA / MAC		
31.	Metal False Ceiling	ARMSTRONG/ SANIT GOBAIN/ META WORTH		
32.	Water proofing compound	CICO / FOSROC / PIDILITE		
33.	Polymer Compound	CICO / PIDILITE / FOSROC		
34.	Particle Board	NOVA PAN / BHUTAN BOARD/ ECO BOARD		
35.	Rust Remover / Anticorrosive	FOSROC / CICO / PIDILITE		
36.	Adhesive	FEVICOL / VAMICOL/DUNLOP/VAM ORGANIC		
37.	Tile Adhesive	PIDILITE / FERROUSCRETE/BALLNDURA/CICO		
38.	Wall Putty	BIRLA / JK / SARA		
39	Epoxy Grout	Ballendura / Kerakoll / Ferrouscrete		
40	PVC Water storage tank (ISI marked)	Sintex / Uni Plast / Polywell		
41.	PVC insulated Water storage tank Heavy duty 4/5 layer	Sintex / Uni Plast / Polywell /Euro.		
42.	Brass Ball Valve/ Gate Valve / Float Valve	Zoloto / AM / Leader / Sant		
43.	Aluminium Door fittings	Classic/ Everrest/Argent		
44.	Brass Bib / Stop cock	AGI / ELITE / Shakti / Sant / Leader		
45.	Thermoplastic paint	CBM, CMS, S.N. Industries.		
46.	Plaster of Paris Putty	ADHARSHREE/ SHREE RAM/ J.K		

	ACCEPTABLE MAKE OF EQUIPMENTS AND MATERIALS			
S. No.	Description	Approved Makes		
47.	RCC Pipe	LAKSHMI/SOOD&SOOD/JAIN &Co. /Diwan spun pipes.		
48.	PVC Pipe	Prakash /Prince/Supreme		
49.	Glass Pans	SAINT GOBAIN,ASAHI INDIA,MODI GUARD		
50.	Hardware Fittings Stainless Steel	Dorma/ Blum/ Hettich/ Kich		
51.	Stainless Dash Fasteners/ Anchors	Hilti/ Fischer/UIP/Hitachi-Mungo		
52.	Ball Bearing Hinges and Spring Hinges	Dorma/ Hafele/ Geze/ Kich		
53.	Fire Retardant Paint	Asian Paints/ Berger Paints/ Shalimar/ Acro Paints		
54.	Wood Polish	Asian Paints/ Pidilite Industries/ ICI Dulux		
55.	Gypsum Board	St. Gobain Gyproc/ USG Boral		
56.	Calcium Silicate False Ceiling System Along with Supporting Grid	Aerolite/ Everest/ NCL/ Hilux		
57.	Mineral Fibre Ceiling	Armstrong/ Daikin/ Saint Gobain.		
58.	Steel Fire Door Shutter	Godrej/ Navair/ Saint Gobain/ Sukri		
59.	Wooden/ Metal glazed acoustic Fire door	Navair/ Sukir/ Pacific/ Kutty		
60.	Fire Check Glass 120 minute rating	Saint Gobain/ Pyrogaurd/Schott		
61.	Fire doors Hardware	Dorma/Kich/Geze/Hafele		

N.B.: 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.

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

D'Man /J.E. A.E.E / A.E. E.E.

BID SUBMISSION

ONLINE BID SUBMISSION:

The Online bids (Complete in all respect) must be uploaded online in two envelops as explained below.

	(Following	Envelope – 1 documents to be provided as single PDF file)	
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Organization Declaration Sheet as per Annexure - I	PDF.
2.		Affidavit as per NIT condition 1.2.2 on stamp paper	PDF.
3.		Enlistment order of contractor.	PDF.
4.		Certificate of work experience as desired along with work order.	PDF.
5.		Acceptance to execute integrity pact.	PDF.
6.		IITD 7/8 duly signed by the bidder	PDF.
7.		EPFO & ESIC Registration proof	PDF.
8.		GST Registration proof	PDF
9.		Any other document as specified in the NIT	PDF.
10.		Copy of Annual financial turnover during the last three years ending 31 st March 2018.	PDF.
11.		Copy of solvency certificate.	PDF.
		Envelope – 2	
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted in BOQ format.	.XLS

IITD - 2010 CORRECTION SLIPS

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

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

shall have the name and number of the works to which they refer, written on the envelopes. 3. The percentage quoted 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 Nos. 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 revised percentage quoted above/below on tendered cost or on Nos. 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 contractors 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.

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 Nos. contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-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 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 does not correspond with the percentage written either in figures or in words, then the percentage quoted 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.	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. (Remaining part deleted)
Reference	Existing Provisions	Modified Provisions
Deviations/ Variations Extent and Pricing	CLAUSE 12 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and	CLAUSE 12 The Engineer-in-Charge shall have 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 non-availability 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 Engineerin-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.

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 non-availability 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 Engineerin-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 up gradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount.

Deviations, Extra Items, Pricing

12.2

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.

12.2

A. 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 up gradation, 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 nonschedule 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 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)

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 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 of substituted item and the 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.

Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

A. For Project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so 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.

	12.3 The provisions of the preceding	12.3 A. For Project and original works:
	paragraph shall also apply to the decrease in the rates 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.	The provisions of the preceding paragraph shall also apply to the decrease in the rates 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. B. For Maintenance including works of up gradation, 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: Maintenance works including works of up gradation aesthetic, special repair, addition/ alteration.

SECTION-1: GENERAL INFORMATION REGARDING WORK

NAME OF WORK: Providing & fixing of open air gym equipment's at six locations in IIT Delhi Campus, Hauz Khas, New Delhi.

- **1.1 INTRODUCTION** Indian Institute of Delhi, Hauz Khas, Delhi is maintaining parks under its jurisdiction to facilitate recreational opportunities and clean & green environment to citizens of Delhi. The Indian Institute of Delhi, Hauz Khas, Delhi (IIT Delhi) intends to design, providing and fixing of outdoor fitness equipment at various locations as per enclosed conditions and specifications. This document outlines the overall scope of Contractor Services, sets out the basic requirements for the proposal document and provides the evaluation criteria to be used as the basis for awarding the work/assignment.
- **1.2 PROPOSAL** To finalize the Lowest bidder/agency for providing and fixing of open Gym (Green Gym/ Garden Gym) equipments at various locations of New Delhi Parliamentary Constituency under MPLADS in Indian Institute of Delhi, Hauz Khas, Delhi by way of rate and agency as per requirement of IIT Delhi.
- DISCLAIMER This tender document (TD) contains brief information about the Project, 1.3 Qualification, Requirements and the Selection process for the successful applicant. The purpose of this TENDER document is to provide information to assist the formation of bid application. The information contained in this Tender document or subsequently provided to interested parties, in writing by or on behalf of Indian Institute of Delhi, Hauz Khas, Delhi is provided to Applicant(s) on the terms and conditions set out in this Tender document. Certain Applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the Accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. IIT Delhi, their employees and advisors make no representation and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the Tender document and information provided is only to the best of the knowledge of IIT Delhi. Intimation of discrepancies in the Tender document, if any, should be given to the office of the IIT Delhi immediately by the Applicants. If IIT Delhi receives no written communication, it shall be deemed that the Applicant/s is/are satisfied with the Tender Document and the document is complete in all respects. This Tender document is not an agreement and is not an offer or invitation by IIT Delhi to any other party.
- **1.4 PROJECT LOCATION** The work is to be done at various locations under jurisdiction of Indian Institute of Delhi, Hauz Khas, Delhi. The gym equipment's to be installed in 6 **Nos. locations** including civil work at each location. The exact locations will be intimated at the time of award of work.

Executive Engineer (P) Indian Institute of Delhi, Hauz Khas, Delhi

SECTION-2: SELECTION PROCESS

A single stage, two-envelope process (Technical & Financial Bid) will be followed for selection of a suitable contractor for this work. All interested firms/agencies that qualify each of the following eligibility criteria may apply based on the Technical compliance of each proposal as submitted by the Applicant. IIT Delhi shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The firm having the lowest financial bid will be considered for award of work.

2.1 ELIGIBILITY CRITERIA FOR TECHNICAL COMPLIANCE OF THE APPLICANT

- **2.1.1** Indian Manufacturer and its dealers/distributers of Open Gym (Green Gym/ Garden Gym) Equipments conforming to relevant national/international standards would be eligible. The Tenderer/Bidder shall submit Valid Registration of Manufacturing Unit/Plant located in India with certificate/s issued by Government Agency clearly mentioning the Manufacturer of Open Gym Equipments. The Bidder shall submit Valid Registration Certificate of manufacturing unit/plant License with production capacity located in India.
- **2.1.2** The Tenderer/Bidder should have adequate post installation localized service facilities/centers in Delhi. In the case of being a new firm, the Tenderer/Bidders will have to submit a written commitment to establish adequate localized service facilities/centers in Delhi.

NOTE: IF ANY BIDDER DOES NOT FULFILL THE MANDATORY CONDITIONS ITS BID IS LIABLE TO BE REJECTED. To be eligible for evaluation of its proposal, the applicants shall also have to fulfill the following conditions:

- **2.2** The Bidder should have valid test certificates (in the name of manufacturer firm) with respect to equipments issued by the Government or Government designated/ authorized Lab/s / accredited national or international test centers.
- **2.3** The Tenderer/Bidder should have valid GST/CST registration certificate as applicable.
- **2.4** The bidder shall have Tax registration number and PAN/ TAN, ESI, PF, Service Tax or any other registration as required. Documentary proof to be submitted.

2.5 RELEVANT MINIMUM EXPERIENCE

- **2.5.1** The bidder should have satisfactorily completed three works of similar nature each costing not less than **Rs. 14,37,200/-** or two works each costing not less than **Rs. 21,55,700/-** or one work costing not less than **Rs 28,74,300/-** during the last seven years ending last day of the month of December 2018.
- **2.5.2** The work shall be considered as completed when completion certificate from concerned agency is submitted along with the work order. The experience of these works for which, only either work orders or only completion certificate are submitted will not be considered.

- **2.5.3** The bidder should furnish completion –cum- Performance certificate along with work order and P&L account statement with balance sheet of last three consecutive financial years for the said project duly certified by the Chartered Accountant.
- **2.5.4** In case of certificate issued by the private party, copies of TDS should also be enclosed. The completed similar work/s means the work of providing and fixing of outdoor Gym/ open Gym/Children Play Equipment.
- **2.5.5** The value of executed works shall be brought to current costing level by enhancing the actual value of work with simple interest @ 7% per annum, calculated from the date of completion up to last date of receipt of applications for tenders.

COMPLETED SIMILAR WORK/S MEANS THE WORK OF PROVIDING AND FIXING OF OUTDOOR GYM/OPEN GYM/CHILDREN PLAY EQUIPMENT. THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED IN FAVOUR OF THE BIDDING FIRM BE SUBMITTED MUST ALSO BE ISSUED FROM THE WORK ORDER ISSUING AUTHORITY ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, FOR WHICH THE WORK HAS BEEN EXECUTED

- **2.6 FINANCIAL CAPABILITY** The bidder should also mention the 50% annual average Turnover during the last three years. The bidder should submit the audited balance sheet /P&L account duly certified by the Chartered Accountant for last three financial years.
- **2.7 SOLVENCY CERTIFICATE:** The bidder should have a solvency of **Rs. 14.50 lakh.** (Bankers certificates should be on letter head of the Bank, sealed in cover addressed to Executive Engineer (P), IIT Delhi, Room no. MZ 137, Main Building, Hauz Khas, New Delhi.110016).
- **2.8** The bidder should have not incurred any loss for not more than two years during the immediate last five consecutive financial years.

2.9 **IF BIDDER IS A JOINT VENTURE:**

- 2.9.1 Separate identity/name shall be given to the Joint Venture firm.
- 2.9.2 Joint Ventures (JV) of Indian Manufacturer along-with their dealer/distributors are allowed to participate in the in case of the bidder is a consortium/Joint Venture firm.
- 2.9.3 There is restriction on number of members to a maximum of three in the Joint Venture Firm.
- 2.9.4 The principal manufacturer of the equipment's should be Indian Manufacturer only and should have valid manufacturing license for open/outdoor gym equipment's.
- 2.9.5 In case of Joint Venture firm, The Technical bid should contain the information for each member of the consortium/joint venture firm.
- 2.9.6 In case of Joint Venture firm, Members of the consortium/Joint Venture Firm shall nominate one member as the lead member (the "Lead Member") and shall be supported by Power of Attorney, signed by all the other members of the consortium/Joint Venture Firm. It should also include a brief description of the roles

- and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- 2.9.7 In case of Joint Venture firm, the **Lead Member** of J.V. would be required to commit to hold a minimum equity stake equal to 30% of equity capital in the consortium/joint venture in the project at all times till finalisation of contract and warranty period of equipment's. The lead member along-with the associate member(s) should satisfy the proposed Eligibility Criteria.
- 2.9.8 A copy of Memorandum of Understanding (MOU) executed by the Joint Venture members shall be submitted by the Joint Venture firm along-with the tender. The complete details of the members of the Joint venture firm, their share and responsibility in the Joint Venture firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MOU.
- 2.9.9 If the bidder is a Joint Venture firm, no change in constitution of Joint Venture Firm/consortium shall be allowed at any stage and undertaking in this regard be also submitted along with Technical Bidding Document.
- 2.9.10 Once the Tender is submitted the MOU shall not be modified/altered/terminated during the validity of the tender. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful bidder, the validity of this MOU shall be extended till the currency of the contract expires.
- 2.9.11 Approval for change of constitution of JV firm shall be at the sole discretion of IIT Delhi. The constitution of JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- 2.9.12 Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 2.9.13 In case of Joint Venture firm, the joint venture firms are allowed to submit their experience/turnover/solvency etc. for eligibility requirements individually or jointly.
- 2.9.14 A member of Joint Venture shall not be permitted to participate either in individual capacity or as a member of another Joint Venture Firm in the same tender.
- 2.9.15 The joint venture firm/s participating in the tendering can submit their bids in one joint venture only. Participation of bidding more than once individually or in group of Joint Venture/s will not be allowed.
- 2.9.16 The Tender Form shall be purchased and submitted only in the name of the Joint Venture firm and not in the name of any constituent member.
- 2.9.17 E.M.D. shall be submitted only in the name of the Joint Venture (JV) and not in the name of the constituent member.
- 2.9.18 On finalization of award of contract to a JV firm a single Work Order Security/Performance Security shall be required to be submitted by the JV firm as per T.D. conditions before issuance of Work Order. The said Performance

- Security/Performance Guarantee shall be accepted only in the name of JV firm and no splitting of Guarantees/Securities amongst the members of the JV firm shall be permitted. In case the tenderer/bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.
- 2.9.19 On issue of Letter of Award, an agreement (S.P.V.) among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the registrar of the Companies under Companies Act, or before the Registrar/Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV Firm to the IIT Delhi before signing the contract agreement for the work. This agreement format (S.P.V.) shall invariably be part of the tender condition. In case the tenderer/ bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) and Work Order Security/Performance Security shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture agreement shall have, inter-alia, following clauses:
- 2.9.19.1 **JOINT AND SEVERAL LIABILITY -** The Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the IIT Delhi for execution of the project in accordance with this. The JV members shall also be liable jointly and severally for the loss, damages caused to the IIT DELHI during the course of execution of the contract or part thereof.
- 2.9.19.2 **DURATION OF THE JOINT VENTURE AGREEMENT** It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.
- 2.9.19.3 **GOVERNING LAWS** The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 2.9.20 **AUTHORISED MEMBER** Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of the work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.
- 2.9.21 No members of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the IIT DELHI in respect of the said tender/contract.
- 2.9.22 Documents to be enclosed by the JV firm along-with the tender:
- 2.9.22.1 In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
 - (a) Notary certified copy of the Partnership Deed.
 - (b) Consent of all the partners to enter into the Joint venture agreement on a stamp paper of appropriate value (in original).
 - (c) Power of attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV agreement on behalf of the partners and create liability against the firm.
- 2.9.22.2 In case one or more members is/are Proprietary Firm or HUF the following documents shall be enclosed.

Affidavit or Stamp Paper of appropriate value declaring that his concern is a Proprietary Concern and he is sole proprietor of the Concern or he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf on HUF.

- 2.9.22.3 In case one or more members is/are limited companies the following documents shall be submitted:
 - (a) Notary certified copy of resolution of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the company to sign MOU, JV agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.
 - (b) Copy of Memorandum and articles of Association of the company.
 - (c) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the Para (a) above.
- 2.9.22.4 All the members of the JV shall certify that they have not been Black-listed/Debarred/Banned by IIT Delhi or any other Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/contract/business in the past either in their individual capacity or the JV firm or partnership firm in which they were members/partners.

Executive Engineer (P) Indian Institute of Delhi, Hauz Khas, Delhi

SECTION-3: GENERAL INFORMATION

3. TENDER DOCUMENT DETAILS

3.1 CONTENT OF TENDER DOCUMENT /INSTRUCTIONS TO BIDDERS

- **3.1.1** The Tender document contains procedure and contract terms in addition to the tender Notice. The Bidding Documents include Covering Letter, / General Particulars of Experience work/ projects of providing and fixing of Open Gym (Green Gym/ Garden Gym) equipments, Declaration by the Bidder, Instruction to Bidder, General Condition of Contract, Scope of Work & Technical specifications, Details of Warranty, Technical Bid, Financial Bid.
- **3.1.2** The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the TENDER document. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation relating to this work.
- **3.1.3** Failure to furnish all information required by the documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the Tender.
- **3.1.4** Bidder is required to make his own estimates regarding all costs associated with the Project. IIT Delhi shall not entertain any disputes in this regard after the bids have been submitted. However, IIT Delhi retains the right to ask for any missing information during the evaluation process.

3.2 INFORMATION REQUIRED WITH THE PROPOSAL.

- **3.2.1** The Bidder may also provide information with the tender document in the form of separate sheets, drawings, catalogues etc.
- **3.2.2** Any tender document not containing sufficient descriptive material to describe the equipment proposed may be treated as incomplete and hence may be rejected. Such descriptive materials and drawings submitted by the Bidder shall be retained by the IIT Delhi. Any departure from these drawing and descriptive material submitted shall not be permitted during the execution of contract without specific written permission of the IIT Delhi.
- **3.2.3 LOCAL CONDITIONS** It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effect on the execution of the works covered under these documents and specifications. IIT Delhi shall not entertain any request for clarifications from the Bidder, regarding such local conditions.

3.3 CLARIFICATION OF TENDER DOCUMETS

3.3.1. A prospective Bidder requiring any clarification of the Documents may contact IIT Delhi in writing at the IIT Delhi's office address indicated in the Invitation for Tender.

- **3.3.2** Verbal clarifications and information's given by the IIT Delhi or its employees or its representatives shall not be in any way entertained.
- **3.3.3** All the bidders are requested to be in touch with office of Executive Engineer (P)), IIT Delhi, Room no. MZ 137, Main Building, Hauz Khas, New Delhi

3.4. AMENDMENT OF TENDER DOCUMENTS

- **3.4.1** At any time prior to the submission of the Bid or prior to the opening of the Technical/Financial bid the IIT Delhi may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the documents by amendments.
- **3.4.2** The amendment will be notified in writing or through website or by mail to all prospective Bidders, who have received the tender documents and will be binding on them. IIT Delhi will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. All the bidders are requested to be in touch with office of Executive Engineer (P), IIT Delhi, Room no. MZ 137, Main Building, Hauz Khas, New Delhi and IIT Delhi.
- **3.5 DEVIATIONS TO TENDER CLAUSES:** Tenderers are advised to submit the tenders strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.
- **3.6 CORRECTIONS:** No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.
- **3.7 FIRM RATES:** The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It is provided that the Contractor shall not change any of the rates, quoted in the tender till the completion of work. The rates shall be quoted in figures as well as in words, failing which the bid shall be rejected.

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SECTION-4: EVALUATION CRITERIA

4. EVALUATION CRITERIA To be eligible for evaluation of its Proposal the Bidder should be fulfilling the following eligibility criteria and must also submit documentary evidence in support of fulfillment of these criteria while submitting the Technical bid. Bids without documentary evidence will not be considered for further evaluation.

4.1 MANDATORY

- 4.1.1 Only Indian manufacturers and its dealers/distributers of OPEN GYM (Green Gym/Garden Gym/Out Door Gym) EQUIPMENTS. The Bidder shall submit Valid Registration Certificate of manufacturing unit/plant License with production capacity located in India for manufacturing of gym equipments.
- 4.1.2 The Tenderer/Bidder should have adequate post installation localized service facilities/centers in Delhi. In the case of being a new firm, the Tenderer/Bidder will have to submit a written commitment to establish adequate localized service facilities/centers in Delhi.

4.2. THE FOLLOWING CRITERIA BUT NOT RESTRICTED THERETO, WILL BE USED TO EVALUATE PROPOSALS:

4.2.1 FINANCIAL CAPABILITY

MAXIMUM 20 MARKS

(Annual Turnover)

- (i) 60% Marks for Annual Turnover of Rs.36.00 Lacs being minimum eligibility criteria.
- (ii) 100% Marks for twice the minimum eligibility criteria as in (i) above.

4.2.2. EXPERIENCE

MAXIMUM 20 MARKS

- (i) 60% marks for minimum eligibility criteria
- (ii) 100% marks for twice the minimum eligibility Criteria or more on pro-rate-basis.

4.2.3 **QUALITY**

4.2.3.1 STRENGTH/LOAD BEARING CAPACITY MAXIMUM 20 MARKS

(i) Testing Certificate Report (in the name of manufacturer firm) of Load bearing/Strength of metal pipes used from any Government or Government designated/ authorized Labs.

10 Marks

(ii) Test Certificate/Report (in the name of manufacturer firm) of Bearing used from any Government or Government Designated/ authorized Labs

10 Marks

4.2.3.2 SAFETY STANDARDS

MAXIMUM 20 MARKS

(i) I.S.O. Certification 10 Marks
(ii) EN16630 Certification 10 Marks

4.2.3.3 USE OF NON HAZARDOUS MATERIAL MAXIMUM 5MARKS

(i) Certificate in respect of use of non-hazardous/safe Paints/Power coating in metals used (in the name of Manufacturer firm) from any Government or Government Designated/ authorized Labs

5 Marks

4.2.4 PLANT & MACHINERY

MAXIMUM 10 MARKS
2 Marks
2 Marks
2 Marks
2 Marks

(i) Powder Coating Plant
 (ii) Pipe Bending Machine
 (iii) Welding Machine
 (iv) Automatic Cutting Machine
 (v) Fixtures for Fabrication
 2 Marks
 2 Marks
 2 Marks

4.2.5 PERSONNEL AND ESTABLISHMENT MAXIMUM 5 MARKS

(i) Graduate Engineer
 (ii) Diploma holder Engineer
 (iii) Supervisor/Forman
 1 Mark for each Max. 2 Marks
 1 Mark for each Max. 2 Marks

TOTAL 100 MARKS

Executive Engineer (P) Indian Institute of Delhi, Hauz Khas, Delhi

SECTION-5: TENDER OPENING AND EVALUATION

5. TENDER OPENING AND EVALUATION

- **5.1 OPENING OF TENDER.** The procedure of opening of the tender shall be as under:
- **5**.1.1 Technical bid shall be opened online at the time and date mentioned in the notice in the presence of bidders/tenders, who choose to be present.
- **5**.1.2 Financial bid shall be opened online after establishing technical suitability of the offer as per schedule provided in the tender notice/ details. Financial bid of only those Bidders shall be opened whose Technical bid shall be found commercially clear and technically suitable by the Committee constituted by IIT Delhi.
- **5.2 CLARIFICATION OF TENDER.** To assist in the examination, evaluation and comparison of bids the IIT Delhi may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing within stipulated time.

Executive Engineer (P) Indian Institute of Delhi, Hauz Khas, Delhi

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

D'Man /J.E. A.E.E / A.E. E.E.

SECTION-6:DECLARATION BY THETENDERER/BIDDER

6.	DECL	ARA	TION	RY THE	TENDERER	/RIDDER

- 1. The Bidder is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
- 2. The Bidder is capable of executing and completing the work as required in the tender.
- 3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
- 4. The Bidder has no collusion with other Bidder, any employee of IIT Delhi or with any other person or firm in the preparation of the bid.
- 5. The Bidder has not been influenced by any statement or promises of IIT Delhi or any of its employees, but only by the TENDER document.
- 6. The Bidder is financially solvent and sound to execute the work.
- 7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of IIT Delhi.
- 8. The information and the statements submitted with tender are true.
- 9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
- 10. The Bidder has not been banned/debarred/black listed by IIT Delhi or any other Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/contract/business.
- 11. This offer shall remain valid for acceptance for 6 (Six) months from the date of opening of the financial bid.
- 12. The Bidder has attached herewith the earnest money as required in the tender document.
- 13. The Bidder accepts that the earnest money be absolutely forfeited by IIT Delhi if the Bidder fails to undertake the work or sign the contract within the stipulated period.
- 14. The Bidder gives the assurance to execute the tendered work as per specifications, terms and conditions of Work, Warranty and A.M.C. if required.
- 15. The bidder gives the assurance that no misleading or false representation or deliberately suppressed information in the forms, statements and enclosures has been submitted.
- 16. If the is submitted through Power of Attorney ,the Bidder shall submit Power of Attorney for Signing of Application as per format in favour of the Authorized Signatory.
- 17. At any stage, if any documents/information submitted by the bidder found forged/ false/incomplete/unsatisfactory, the IIT Delhi may reject the bid without any notice and the bidder will have no objection to it.

(Signature of Bidder) with seal

SECTION-7: CHECK LIST WITH TENDER

7. CHECK LIST OF ANNEXURES WITH TENDER.

No	S	Particulars	Yes /No	Page Nos
Details of Earnest money (bank draft No. and date) Indiam manufacturers and its dealers/ distributors Registration Certificate. Registration Certificate of manufacturing unit/plant License with production capacity located in India Quality & Test Certificates Required as per criteria to evaluation of Bid. The Bidder should have adequate post installation services facilities in Delhi. The details of which should be enclosed. (In case new firm written commitment) The Bidder should have adequate financial stability and status to meet the financial obligations pursuant to the scope of works. Audit report/ audited balance sheet duly certified by Chartered Accountant of last three financial years. Turnover (last financial year) duly verified by a registered Chartered Accountant 2014-15, 2015-16 & 2016-17. Valid CST/GST, registration certificate. A copy of which should be enclosed also certified copy of CA for complying the relevant provisions of ESI,EPF and MP Act,1952 Solvency Certificate Power of Attorney/Authorization letter of the Bidder, for the person representing his firm, that he is authorized to deal and with specific mention of this tender. Experience -Relevant project(s) Completed (number of pages /copies attached) Drawing and specification along-with catalogue Experience -Relevant project(s) Completed (number of pages /copies attached) Declaration/Undertaking stating that the company is / has not been banned/debarred/black listed by any Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/ contract/ business Experience -Relevant project(s) CaPACITY Certificate of Load bearing/Strength of metal pipes used TSTRENGTH/LOAD BEARING CAPACITY Certificate of F.R.P./Rotomould etc. SAFETY STANDARDS LS.O. Certification SAFETY STANDARDS. Any other International Accreditation				
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19 SAFETY STANDARDS EN16630 Certification 20 SAFETY STANDARDS: Any other International Accreditation	18			
20 SAFETY STANDARDS: Any other International Accreditation				

21	USE OF NON HAZARDOUS MATERIAL: Certificate in respect	
	of use of non-hazardous/safe paints/Power coating in metals	
22	USE OF NON HAZARDOUS MATERIAL: Certificate in respect	
	of non-hazardous/safe Powder coating in F.R.P./ Rotomould etc	
23	Signed and Stamped on each page of the tender document.	
24	Any other information related to this project.	

Please write page number in the box.

(Signature of Bidder) With Seal

D'Man /J.E. A.E.E / A.E. E.E.

SECTION - 08: APPLICATION FORMAT & ANNEXURE PROFORMAS

8.1 APPLICATION FORMAT FOR SUBMISSION OF BID

FROM:
(Full name and address of the Bidder) M/S
To The Institute Engineer IIT Delhi Hauz Khas, New Delhi 110 016
Subject: Providing / Fixing of open air gym equipments at six locations in IIT Delhi Campus, Hauz Khas, New Delhi."
Sir,
We hereby submit our offer in full compliance with terms & conditions of the attached tender. The BID is submitted online in two bid system i.e. Technical Bid & Financial Bid.
The bidder gives the assurance that no misleading or false representation or deliberately suppressed information has been submitted.
The bid contains pages.
(Signature of Bidder) With Seal

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

D'Man /J.E. A.E.E / A.E. E.E.

8.2 ANNEXURE PROFORMAS

	8.2	.1	FORMAT	OF	HANDING	OVER	CERTIFICATE	FOR E	DUIPMENT
--	-----	----	---------------	-----------	---------	-------------	--------------------	-------	----------

(To be submitted in quadruplicate)

Certified that the Open Gym (Green Gym/Garden Gym) Equipments have been installed and tested successfully at (location details – full address of site) and has been handed over on date _____ with the following assets.

SN	Specification/ Detail items	Quantity (nos.)	Check List (description)

(A) Installation Report:

- 1. Verified that civil work carried out as per recommendation. Yes/No
- 2. Verified that all equipments are installed in right area and correctly oriented. Yes/No
- 3. Verified that the Open Gym (Green Gym/Garden Gym) equipment has been checked at full load Yes/No
- 4. Verified that Open Air Gym equipment are installed properly and are tight and secure and have not received damage during transportation. Yes/No
- 5. Verified that training for operation & minimum maintenance of the Equipments has been provided to end user. Yes/No
- 6. Verified that user manual has been provided to end user. Yes/No

(B) M/s	has installed and handed
over the Open Gym (Green Gym/Garden Gym) equip	
maintenance for the Equipments have been explained to er	nd user and IIT Delhi Officials at site.
(C)Users Remarks, if any:	
Handed Over by: Taken Over by User:	
For M/s	
Authorized Signatory) Signature	

Seal : (Counter signed by AEE, Hort. IIT Delhi)

Signature with Name & Seal

Copy to:

- 1. Copy to User
- 2. Copy to EE (Horticulture)/ IIT Delhi

Name: Full Name & Designation

3. Copy to Contractor

8.2.2 EXPERIENCE CERTIFICATE PROFORMA

Details of project completed in respect of providing and fixing of Open Gym (Green Gym/ Garden Gym/ Out Door Gym) Equipment OR Children Play Equipment's in favour of the Bidder

Please fill in information about similar projects undertaken, if any in the following format

- 1. Name of organization, which has awarded the work/s:
- 2. Name &location of the work: (Please also enclosed copy of work order)
- 3. Total contractual amount:
- 4. Total cost of work completed
- 5. Date of Award:
- 6. Date of Completion of Work
- 7. Name of the firm which executed the work with detail of involvement in work as an individual or as a company or as partner.
- 8. Was the work satisfactory completed Within stipulated period or not? (Please attach copy of the related document/ Item/s of work executed/performed)

Signature & Seal of Issuing Authority

NOTE:

COMPLETED SIMILAR WORK/S MEANS THE WORK OF PROVIDING AND FIXING OF OUTDOOR GYM/OPEN GYM/CHILDREN PLAY EQUIPMENT. THE ABOVE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED IN FAVOUR OF THE BIDDING FIRM BE SUBMITTED IN THE PRESCRIBED FORMAT AND MUST ALSO BE ISSUED FROM THE WORK ORDER ISSUING AUTHORITY ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/AGENCY, FOR WHICH THE WORK HAS BEEN EXECUTED.

8.2.3 FORMAT FOR TURNOVER & FINANCIAL CAPABILITY OF BIDDER DULY CERTIFIED BY REGISTERED CHARTERTED ACCOUNTANT

Particulars/ Accounting Year	Year 2015-16	Year 2016-17	Year 2017-18

Note:

- 1. Authorized Share Capital
- 2. Paid up Share Capital (excluding share Application Money and Preference Shares)
- 3. Reserves and Surpluses (excluding revaluation reserves)
- 4. Intangible Assets, Misc. Expenses not written off, Accumulated Losses
- 5. Net Worth (2+3-4)
- 6. Total Turnover (Year-wise)

8.2.4 FORMAT FOR SOLVENCY CERTIFICATE

(TO BE ISSUED FROM NATIONALISED/SCHEDULED BANK)

(On Banks Letter Head) No Date:	
To The Executive Engineer, IIT Delhi	
Or To Whom It May Concern	
,	
A/c to (Bidder Firm Name)	
SOLVENCY CERTIFICATE	
We the (Dowly Name) do houghly contify that	(Name of the
We the(Bank Name) do hereby certify that Bidder Firm and address) having their office at	
solvent to the extent of Rs (Rupees	
the information and records which are available with the aforesaid bank.	
	For (Bank Name)
Sign & Sta	amp of Bank Manager

8.2.5 FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

POWER OF ATTORNEY

Know all men by these presents, we registered office) do hereby constitute, appoint and authorize		
(name and residential address) who is presently employed with our attorney, to do in our name and on our behalf, all such ac	us and holding the position	on of as
connection with or incidental to our bid for the project envisage		•
the country of India, including signing and submission of		
information/responses to IIT Delhi, representing us in all matte dealing with IIT Delhi in all matters in connection with our bid		enerally
We hereby agree to ratify all acts, deeds and things lawfully d to this power of Attorney and that all acts, deeds and things do and shall always be deemed to have been done by us.	•	
For		
Accepted		
(Signature) (Name,	Fitle and Address) of the A	ttorney

Note:

The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. (To be signed and executed on non-judicial Stamp Paper)

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

D'Man /J.E. A.E.E / A.E. E.E.

8.2.6 BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY (IN CASE OF PERFORMANCE SECURITY DEPOSITED THROUGH BANK GUARANTEE)

(To be executed on non Judicial stamped paper of an appropriate value)

Bank Guarantee in favour of "Executive Engineer (P), IIT Delhi" payable at New Delhi. and shall be addressed to: Executive Engineer (P), IIT Delhi, Room no. MZ 137, Main Building, Hauz Khas, New Delhi.

Hauz	Khas, New Delhi.
Го	Executive Engineer (P), IIT Delhi, Room no. MZ 137, Main Building, Hauz Khas, New Delhi 110 016
Date. Amou Guara Expir	Guarantee No:
ts bid number	REAS M/s
1. 2.	If the bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form or If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
(a)	Fails or refuses to execute the Contract, if required
	OR
(b)	Fails or refuses to furnish the performance security in accordance with the instruction to bidders.
	OR
(c)	Fails ore refuses to perform duties fully or partially to the satisfaction of IIT Delhi. We undertake to pay the Owner up to the above amount upon receipts of its first written demand, without the purchaser having to substantiate its demand, provided that in its

demand the owner will not justify the demand of the amount claimed by its due to owing occurrence of any one or both the condition, specifying occurred condition and conditions. This guarantee will remain in force as specified in tender for a period of nine (9) month or bid validity and any demand in respect thereof should reach the bank not later than the specified date/ dates. Name & Signature of witness Signature of the Bank Authority Address of witness Name Signed in capacity of Full address of Branch Tel. No. and Fax No. of branch

8.2.7 BANK GUARANTEE PROFORMAFOR PERFORMANCE SECURITY

(IN CASE OF PERFORMANCE SECURITY DEPOSITED THROUGH BANK GUARANTEE)

(To be executed on non Judicial stamped paper of an appropriate value)

Bank Guarantee in favour of "Executive Engineer (P), IIT Delhi" payable at New Delhi and shall
be addressed to: Executive Engineer (P), IIT Delhi, Room no. MZ 137, Main Building, Hauz
Khas, New Delhi- 110 016.
Bank Guarantee No:
Amount of Guarantee:
Guarantee Period: From to
Guarantee Expiry Date:
Last date of Lodgement:

WHEREAS Indian Institute of Delhi, Hauz Khas, Delhi, Executive Engineer (P) (hereinafter referred to as "The Owner" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance(LoA)] ("Contract") with [insert name of the Successful Bidder] (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution the work of " **Providing & Fixing of open** air gym equipment's at six locations in IIT Delhi Campus, Hauz Khas, New Delhi. " shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents]and various other documents forming part thereof. AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 5% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof. AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "Bank") having its registered office at [insert the address]......and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by
the Owner without any further proof or conditions and without demur, reservation, contest,
recourse or protest and without any enquiry or notification to the Contractor merely on a demand
raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any
such demand made on the Bank by the Owner shall be conclusive as regards the amount due and
payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or
set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The
Owner shall have the right to make an unlimited number of Demands under this bank guarantee
provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee
shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG
values, the Owner shall surrender the current PGB to the bank for amendment in price.

(ii) However,	the Bank's	liability	under this bank	guarantee shall	be restricte	d to an	amount not
exceeding	[figure	of	Guaranteed	Amount	to	be	inserted
here]							o
nly).							

- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within twelve (12) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank

guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfill its obligations under the Contract.

(xi) We h	ave the power	to issue t	his bank guara	ntee in you	ır favour under N	Memorandu	ım and
Article of	Association an	d the Und	ersigned has ful	ll power to	do so under the I	Power of A	ttorney
dated	[date	of	power	of	attorney	to	be
inserted]				grante	ed to him by the E	Bank.	

Date:

Bank Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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

8.2.8 AGREEMENT PROFORMA

CONTRACT AGREEMENT NO DATED
THIS AGREEMENT is made on between Indian Institute of Delhi, Hauz Khas, Delhi (hereinafter referred to as "IIT Delhi" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place "office of EE (P), IIT Delhi, Room no. MZ 137, Main Building, Hauz Khas, New Delhi". AND
M/shaving its registered office
at(Hereinafter referred to as "the
Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to IIT Delhi.
NOW THIS AGREEMENT WITNESSTH as follows:
I. WHEREAS the IIT DELHI invited bids through open tender, vide Notice Inviting Tender datedfor "Providing & Fixing of open air gym equipments at six locations in IIT Delhi Campus, Hauz Khas, New Delhi" vide Tender No
II. AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the IIT Delhi
III. AND WHEREAS the IIT Delhi has selected M/s
IV. AND WHEREAS the IIT Delhi desires that the composite work of "Providing & Fixing of open air gym equipments at six locations in IIT Delhi Campus, Hauz Khas, New Delhi." be performed, executed and completed by the Contractor.
V. AND WHEREAS the Contractor acknowledges that the IIT Delhi shall enter into contracts

with other contractors / parties for **Providing & Fixing of open air gym equipments at six locations in IIT Delhi Campus, Hauz Khas, New Delhi.** in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully agreed between the IIT Delhi and the Contractor as parties of competent capacity and equal standing.

VII AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for execution of the work of "Providing

and fixing of open Gym equipment in various parks of IIT Delhi", failing which the Contract is liable to be terminated at any time, without assigning any reasons by the IIT Delhi.

VIII AND WHEREAS the IIT Delhi and the Contractor agree as follows:

- 1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to. 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
- (a) The Letter of Intent (LOI) issued by the IIT Delhi.
- (b) Letter of Award (LOA) issued by the IIT Delhi
- (c) The complete Bid, as submitted by the Contractor.
- (d) The Addenda, if any, issued by the IIT Delhi.
- (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
- (f) Charges Schedule annexed to this Article of Agreement
- (g) Supplementary Agreements executed from time to time.
- 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
- 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IX. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor Signed on Behalf of

INDIAN INSTITUTE OF DELHI, HAUZ KHAS, DELHI

(Authorized Signatory) (Authorized Signatory)

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

SECTION-9: GENERAL CONDITIONS OF CONTRACT

- **9.1** IIT Delhi shall mean Indian Institute of Delhi, Hauz Khas, Delhi or his representative of Indian Institute of Delhi, Hauz Khas, Delhi with office at the Executive Engineer (P), IIT Delhi and shall also include its successors in interest and assignees. The contractor shall mean the person whose tender has been accepted by IIT Delhi and shall include his legal representatives, successors in interest and assignees.
- **9.2** The work shall be completed within three months from the date of award of work as per the instructions of Work-in-charge. The date of start shall be reckoned from the 10th day of award of work. However IIT Delhi may in case of urgency ask the firm to complete the work earlier, with the mutual consent of the contractor. In case the contractor fails to execute the said work within stipulated time, IIT Delhi will be at liberty to get the work executed from the open market without calling any tender and without any notice to the contractor, at the risk and cost of the contractor. Any additional cost incurred on this account by IIT Delhi shall be recovered from the contractor. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor, and the contractor fails to make good the additional cost, IIT Delhi may recover it from the contractor's pending claims against any work in IIT Delhi or in any lawful manner.
- **9.3** That on the request of the contractor and also in the interest of the organization the IIT Delhi is authorized to extend the validity of the agreement, subject to that the request of the contractor is received before the expiry of the agreement period, or any extended period granted to the contractor.
- **9.4** It will be the sole responsibility of the contractor, to execute the work as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the tender document and as per agreement.
- **9.5** The agreement shall be deemed to be extended till the date of completion of last providing and fixing order subject to the completion period.
- **9.6** In the interest of the work and the programme, agreement executed between the Bidder and the IIT Delhi may be extended to a mutually agreed period, if the need so arises.
- **9.7** It shall be sole responsibility of the contractor to get verified the quality & quantity of the provided material at the site of delivery.

9.8 LIQUIDATED DAMAGES

9.8.1 If the contractor fails to perform the services within the time periods specified in the contract, the IIT Delhi shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, a sum equivalent to 1% of amount of the Contractual value for each week of delay until actual performance up to a maximum deduction of 10% of the delayed period. If the contractor fails to providing and fixing of the Equipments

within the 10 weeks delay period, the work order may be treated as cancelled and the 5% performance security money deposit, will be forfeited. Once the maximum of the penalty is reached, the IIT Delhi may consider termination of the contract / blacklisting/ banning of the contractor.

9.8.2 The contractor shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions if any, of the organization, in whose premises the work has to be done. IIT Delhi shall have no liability in this regard.

9.9 FORCE MAJEURE

- **9.9.1** Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances.
- a. For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Govt. either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.
- b. If a force majeure situation arises, the contractor shall promptly notify the IIT Delhi in writing within a week from the date situation so arises.
- **9.9.2** The High Court of Delhi and Courts subordinate thereto, shall alone have jurisdictions to the exclusion of all other courts.
- **9.9.3** The contract shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.
- **9.9.4** IIT Delhi shall have at all reasonable time access to the work being carried out by the contractor under this contract. All the work shall be carried out by the contractor to the satisfaction of IIT Delhi.

9.9.5 Liability for Damage, Defects or Imperfections and Rectification thereof:

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Officer- in-charge or his Representative at any time prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any material, article or equipment provided by the Contractor are of sub-standard quality, shall, upon receipt of a notice in writing in that behalf from the Officer- in-charge, forthwith rectify or remove and replace the same so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Officer- in-charge may rectify

or remove and replace the work and / or remove and replace with others the materials or articles or equipment complained of, as the case may be, by other means at the risk and expense of the Contractor. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in -Charge shall give three days' notice in writing to the Contractor.

9.9.6 IIT Delhi may at any time by notice in writing to the contractor either stop the work altogether or reduce or cut it down. If the work is stopped all together, the contractor will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is served upon him. Such expenses shall be assessed by IIT Delhi, whose decision shall be final and bidding on the contractor. If the work is cut down the contractor will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

9.10 INSPECTION AND TESTS

- **9.10.1** The inspection procedures and tests as are required by the IIT Delhi shall be got done in the presence of IIT Delhi's representative if so desired by IIT Delhi.
- **9.10.2** The IIT Delhi or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract/specification. The special conditions of contract and / or the Technical specifications shall specify what inspections and test the IIT Delhi required
- **9.10.3** Third Party Quality Control Audit check in respect of equipments will be got done after delivery at site and before fixing, by getting the samples for testing in any Government or Government designated/ authorized Lab/s. The testing charges on this account will be borne by the contractor.

9.10.4 Inspection at works.

- **9.10.4.1** The IIT Delhi & its duly authorized representative shall have at all reasonable times access to the Bidder premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture.
- **9.10.4.2** The inspection by IIT Delhi and issue of dispatch instruction thereon shall in no way limit the liabilities and responsibilities of the Bidder in respect of the agreed quality assurance programme forming a part of the contract. Nothing in clause 10 shall in any way release the Bidder from any guarantee or other obligations under this contract.

9.11 WARRANTY

9.11.1 The Bidder shall ensure on-site warranty of the Equipments Installed as per standards for quality that anything to be furnished. The items shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall operate properly.

9.11.2 Performance of Equipment: In addition to the warranty as already provided, the Bidder shall guarantee satisfactory performance of the equipment and shall be responsible after the equipment has been accepted by the IIT Delhi to the extent for any defects that may develop, such defects shall be removed at his own cost when called upon to do so by the IIT Delhi.

9.11.3 Security Deposit:

- **9.11.3.1** Total security deposit shall be 10% of the accepted tender amount and shall be deducted from the payment to be made to the Contractor. Earnest Money deposited shall be adjusted in the security deposit.
- **9.11.3.2** Refund *of Security deposit*: Security deposit shall be refunded to the Contractor after defect liability period of 36 months.
- **9.11.3.3** No interest shall be payable to the Contractor on the Security Deposit furnished/recovered from the Contractor, by the IIT Delhi.

The contractor shall rectify defects developed in the Equipment within Warranty period promptly. In case the defects are not rectified within 10 days of the receipt of the complaint by the contractor IIT DELHI shall have full liberty to restore the Equipment in working condition. The expenditure so incurred by IIT Delhi shall be deducted from the contractor pending claims, security deposit or in other law full manner.

- **9.11.4** The contractor shall maintain the Equipment for three years (mandatory) under this contract with the IIT Delhi /end user, and no extra payment will be made to the contractor on this account.
- **9.11.5** If the end user/ IIT Delhi so desires the maintenance of the Equipment after expiry of three years of warranty period, the contractor shall take up annual maintenance of the installed Equipment at reasonable rates.
- **9.12** Notice statement and other communication sent by IIT Delhi through registered post or Text Message or fax or Email to the contractor at his specified addresses shall be deemed to have been delivered to the contractor.
- **9.13** Any work which is not covered under this contract but if it is essentially required for the completion of job (to the satisfaction of IIT Delhi shall be carried out by the contractor as extra item for which payment shall be made separately at the rates decided by IIT Delhi.
- **9.14** The work shall be carried out by the contractor as per design and drawings approved by IIT Delhi, wherever, necessary, the contractor shall submit relevant designs and drawings for approval in IIT Delhi, well in advance. Work carried out without IIT Delhi's approval shall not be accepted and the IIT Delhi shall have right to get it removed and to recover the cost so incurred from the contractor.
- **9.15** The contractor shall provide one copy of instruction manual and routine maintenance manual with each of the Equipment supplied or installed, this shall be both in Hindi and English. **The following minimum details must be provided with manual:**

- (a) Do's and Don'ts
- (b) Clear instructions on regular maintenance and trouble shooting of the Equipment
- (c) Name & address of the contact person in case of non-functioning of the Equipment.
- (d) Firm shall provide log card with the Equipment for proper record and quick maintenance of installed Equipment during warrantee.
- **9.16** The contractor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of IIT Delhi.
- **9.17 PATENT RIGHT AND ROYALITIES.** The Contractor shall indemnify the IIT Delhi against all third party claims of Infringement of patent, royalties, trademark or industrial design rights arising from use to the goods or any part thereof.

9.18 PACKING FORWARDING

- **9.18.1** Contractors, wherever applicable, shall after proper painting, pack and crate all the equipment in such manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till time of installation. Contractor shall be held responsible for all damage due to improper packing.
- **9.18.2** The contractor shall inform the IIT Delhi of the date of each shipment from his works, and the expected date of arrival at the site for the information of the IIT Delhi office at least 7 days in advance.
- **9.19 DEMURRAGE WHARFAGE, ETC** All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.
- **9.20 INSURANCE** The goods supplied under the contract shall be fully insured by Bidder against loss or damage incidental to manufacture or acquisition, transportation; natural calamities shall be included in the bid price.
- **9.21 TRANSPORTATION** The Bidder is required under the contract to deliver the goods at the site. (The storage / handling etc shall be sole responsibility of the contractor till the installation and handing over of the Equipment).
- **9.22 TERMINATION FOR INSOLVENCY** IIT Delhi may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the IIT DELHI.
- **9.23 TERMINATION FOR CONVENIENCE** The IIT Delhi, may by written notice sent to the Bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of IIT Delhi.

9.24 APPLICABLE LAW The contractor shall be interpreted in accordance with the laws of the purchaser's country i.e. India. The station of IIT Delhi Headquarter at Delhi shall have exclusive jurisdiction in all matters arising under this contract.

9.25 Liquidated Damages for Delay

Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages @ 1% (one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation.

9.26 Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work:

If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Engineer- in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

9.27 Cancellation of Contract in Full or in Part:

If the Contractor:

a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in-Charge;

or

b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer- in-Charge;

or

c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer- in-Charge;

or

- d. Violates any of the terms and conditions stipulated in this agreement
- e. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

9.28. Liability for Damage, Defects or Imperfections and Rectification thereof:

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Officer- in-charge or his Representative at any time prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any material, article or equipment provided by the Contractor are of sub-standard quality, shall, upon receipt of a notice in writing in that behalf from the Officer- in-charge, forthwith rectify or remove and replace the same so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Officer- in-charge may rectify or remove and replace the work and / or remove and replace with others the materials or articles or equipment complained of, as the case may be, by other means at the risk and expense of the Contractor. In case the Contractor fails to comply with the requirements of this condition, the Engineer -in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days' notice in writing to the Contractor.

> Executive Engineer (P) Indian Institute of Delhi, Hauz Khas, Delhi

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

9.29.1 Indemnities

- a. The contractor shall indemnify the IIT Delhi against losses, expenses and claims for loss or damage to physical property, personal injury and death caused by the acts or omissions of the contractor.
- b. The contractor shall indemnify the IIT Delhi against all liabilities and costs of action in respect of injury to or death of any person in the employment of the Contractor or any of its Subcontractors.
- c. The contractor shall indemnify the IIT Delhi harmless against all third-party claims arising from the use or provision of the works, including any Plant, Construction Documents or material, or any part thereof.

9.30 NOTICE

- **9.30.1** Any notice given by one party to the other pursuant to the contract shall be sent in writing or by Post or Email and confirmed in writing to the address specified for that purpose in the special condition of contract.
- **9.30.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- **9.31 TAXES AND DUTIES** The price quoted should include all applicable Taxes and Duties such as Custom Duty, Excise Duty, Service Tax, G.S.T., C.S.T., Trade Tax, Income Tax, Surcharge on income tax, Labour Cess, any other taxes etc. if any. A Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Rules of Government of India & Govt. of NCT of Delhi will be payable by the contractor. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of the contractor as per the prevalent laws and rules of Government of India and Government of NCT of Delhi in this regard. The successful bidder shall submit a certificate duly certified by CA that the bidder has comply the relevant provisions of the EPF & MP Act, 1952 as applicable against the period of work for which demand / bills are raised. The successful bidder shall also submit relevant documents for the same as & when demanded by IIT Delhi. Otherwise IIT Delhi shall withhold the payment due as per the provisions of the ESI, EPF & MP Act, 1952 for ensuring compliance of this Act by the bidder.

9.32 OTHERS:

- **9.32.1.** The Contractor in consultation with concerned Officer of IIT Delhi will conduct training programme for users, focusing on main features, operation and maintenance of the Equipments.
- **9.32.2** The Bidder shall continue to provide spare parts after the expiry of warranty period at the users cost, if desired by the user. If the contractor fails to continue to provide spare parts and services to users IIT Delhi shall take appropriate action against the firm.
- **9.32.3** Firm shall be responsible for proper installation of Equipment with required orientation. The quarterly date may be fixed for inspection of equipment. Firm shall depute an authorized representative whenever required at the time of inspection etc.

- **9.32.4** The Tender Document signed and sealed on each page and annexure duly attached in the last of the document, making one document should be enclosed. Typing the formats in other pages, changing the serial order etc will not be accepted.
- **9.33** The Bidder should be Indian Manufacturer or its authorized dealer/ distributor of the manufacturer for quoted products and principal manufacturer should have valid manufacturing license for the quoted products
- **9.34** If asked by the authority, Bidder must submit the sample of product. If any Bidder fails to comply with this within stipulated time then he shall be disqualified from tender.
- **9.35** If the department feels it necessary, they should visit manufacturers unit to get satisfy about quality of products the bidder or its manufacturer or both will have no objection to it.
- **9.36** Rates quoted should be inclusive of all taxes and duties.
- **9.37** Conditional tenders are liable to be rejected. Further if the bidder gives any misleading or false representation or deliberately suppressed information in the forms, statements and enclosures of the bid, the bids are liable to be rejected.
- **9.38** IIT Delhi reserves the right to accept or reject any or all tenders without assigning any reason.

9.39 PAYMENTS:

The payments shall be made as per the following terms and conditions.

- **9.39.1** The contractor shall raise bill of 90% of the Equipment cost with three years warranty period after the providing and fixing of the complete Equipment as per technical specifications, schedule, and terms & conditions specified in the contract. The payments will be released by the IIT Delhi (subject to deduction of statutory taxes and levies, if any) as per completion/execution of work.
- **9.39.2** The 10% payment of Equipment cost shall be released after the completion of Three years of warranty period. However, this amount may be released after completion of work against the bank guarantee of equal amount valid for a period of 36 months.

9.40 LABOUR:

- **9.40.1** The Contractor shall employ its labour workmen in sufficient numbers to complete the work in the stipulated time. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.
- **9.40.2** All the workers or employees deployed by the Contractor shall consider the employees of Contractor and corporation shall not have any liability what so ever in nature in regard to such workers/employees.
- **9.40.3** The Contractor shall comply with all statutory norms of Central/ State Govt. with regard to labour/ workmen employed by him. Violation of any such norm shall be the sole responsibility

of the Contractor. The Contractor shall indemnify and keep indemnified the Corporation against all such claims arising out:

- i) Of third party loss/ damage to life or property caused by/ during execution of the work.
- ii) Of loss/ damage to the workmen engaged by the Contractor during execution of the work.
- iii) Due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.

Executive Engineer (P) Indian Institute of Delhi, Hauz Khas, Delhi

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

SECTION-10: WARRANTY & MAINTENANCE

- **10.1** It is mandatory for the contractor to submit a quarterly performance/ maintenance report for each Equipment to the concerned officer in IIT Delhi.
- **10.2** It is mandatory for the contractor to open an authorized service centre before the providing and fixing of the Equipment.
- 10.3 The Bidder shall ensure warranty as per standards for quality that anything to be furnished. The items shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall operate properly.
- **10.4** Performance of Equipment: In addition to the warranty as already provided, the Bidder shall guarantee satisfactory performance of the equipment and shall be responsible after the equipment has been accepted by the IIT Delhi to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by the IIT Delhi.
- 10.5 The contractor shall rectify defects developed in the Equipment within Warranty period promptly. In case the defects are not rectified within 10 days of the receipt of the complaint by the contractor IIT Delhi shall have full liberty to restore the Equipment in working condition. The expenditure so incurred by IIT Delhi shall be deducted from the contractor pending claims, security deposit or in other law full manner.
- **10.6** The contractor shall maintain the Equipment for three years mandatory with the IIT Delhi /end user.
- **10.7** A prospective Bidder requiring any clarification of the Documents may contact IIT Delhi in writing at the IIT Delhi's address indicated in the Invitation for tender.
- **10.8** Verbal clarifications and information's given by the IIT Delhi or its employees or its representatives shall not be in any way entertained.

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

SECTION-11: FORMAT FOR SUBMISSION OF TECHNICAL BID

(To be submitted and signed by the Bidder's authorized signs	atory)
То	
Executive Engineer (P),	

Main Building, Hauz Khas,

IIT Delhi, Room no. MZ 137,

New Delhi – 110 016.

Subject: Providing / Fixing of open air gym equipments at six locations in IIT Delhi Campus, Hauz Khas, New Delhi.

I/We hereby submit our online **Technical Bid** for the work subjected above along with necessary documents listed as under: 1 2 3 4 5 6 7 This offer is being made by me/us after taking into consideration all the terms and conditions stated in the document, accept all risks and contingencies and all other conditions that may affect the Financial proposal. It is assured that no misleading or false representation or deliberately suppressed information in the forms, statements and enclosures has been made we agree to keep our offer valid for 3 **Months** from the due date of opening of this Technical Bid/Proposal.

Encl : Pages 1 to	
Date:	Authorized signatory
Place:	Name & Seal of Bidder

SECTION-12: FINANCIAL BID

FORMAT FOR ONLINE FINANCIAL PROPOSAL

(To be submitted and signed by the Bidder's authorized signatory)

To

Executive Engineer (P)

Room No. MZ 137, Main Building,

Hauz Khas,

New Delhi-110 016

Subject: Providing / Fixing of open air gym equipments at six locations in IIT Delhi Campus, Hauz Khas, New Delhi.

Sir,

We hereby submit our Financial Offer for the captioned project. If the project is awarded to us, we agree to execute the subjected work for IIT DELHI as per the terms given in the Tender Document. (Note: In case of any difference in amount in figures and words, the amount in words shall be applicable.) This offer is being made by us after taking into consideration all the terms and conditions stated in the tender document, accept all risks and contingencies and all other conditions that may affect the financial proposal. We agree to keep our offer valid for 3 **Months** from the due date of opening of this Technical bids/ Proposal.

Authorized signatory Name & Seal of Bidder

Date:

Place:

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

Name of work:- Providing & Fixing of open air gym equipment's at six locations in IIT Delhi Campus, Hauz Khas, New Delhi.

Sub-Head :- Civil work

SCHEDULE OF QUANTITY

S. No	IMAGE	Description of image items	Unit	Qty.	Rate	Amount
1	AIR WALKER	Providing and fixing air walker with below specifications: 1. Dimensions (LxWxH): 1100 x 550 x 1300mm 2. Fabricated with main post of NB 100mm (G.I.) 'C' Class Pipe of approved make. 3. 'U' shaped main frame of NB 65mm (G.I.) 'C' Pipe. 4. All other pipes of NB 32mm (G.I.) 'C' Pipe. ('NB' stands for Nominal Bore i.e., Internal Diameter of pipe in millimetres) 5. All Pipes are powder coated with 80-120 micron thick AkzoNobel or equivalent Paints. 6. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 7. Zinc primer paint is applied at all the welding points prior to finishing. 8. Base plate cover made of virgin LLDPE plastic by rotational molding with 4.00mm thickness, UV resistant and colored. 9. Foothold made of nylon alloy with rounded edges to prevent impact and injury. 10. Maintenance free brings of SKF or equivalent make duly oil sealed and self-lubricated are used in the equipment manufactured. 11. The equipment are fitted with inbuilt limiters to prevent unwanted movements. 12. The equipment's is fixed on ground with concrete of minimum strength M-25 and J shaped welded bolts of 18mm thickness. 13. Once the concrete is set, the equipment is fixed on to it and nuts and bolts are covered with base plate cover. 14. High tensile steel with galvanized nut bolts are used for assembly. 15. Equipment made to EN16630 International standard for outdoor fitness equipment. 16. Self-Explanatory stainless steel label fixed on equipment for ease of use. All complete as per direction and approval of Engineer-in-charge	Each	06		

2	SIT UP STATION	Providing, designing and fixing of double sit-up station with below specification: 1.Dimensions (LXWXH) 1700X1700X1350 mm. 2.Fabricated with main post N.B 100mm G.I. "C" Class Pipe of approved make. 3.Main frame of N.B 32mm G.I. "C" Class pipe. 4. Leg support of N.B 65mm G.I. "C" Class pipe. 5.Fixed on its top is back support made of perforated MS sheet of 2mm thickness. 6. All pipe are powder coated using Akzo Nobel or equivalent of 80-120 micron thick. 7. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 8. Zinc primer pain t to be applied at all welding points prior to finishing. 9. The equipment to be fixed on ground with concrete of minimum strength M-25 grade and Expansion bolts. 10.Once the concrete is set, the equipment is fixed on to it. 11.High tensile steel with galvanized nut bolts are used for assembly. 12.Equipment made to ENI16630 International standard for outdoor fitness equipment. 13. Self- Explanatory stainless steel label fixed on equipment for ease of use. All complete as per direction and approval of Engineer-in-charge	Each	06	
3	AIR SWING	Providing, designing and fixing of air swing in pair. 1.Dimension:- (LxWxH): 1300 x 950 x 1200 mm 2.Fabricated with main post of NB 100mm (G.I)'C' Class Pipe of approved make. 3.Main frame of NB 50mm (G.I) 'C' Class pipe. 4.Handle support frame of NB 40mm(G.I) 'C' Class piep. 5. All pipes powder coated with 80-120 micron thick Akzo Nobel or equivalent of Paints. 6. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 7. Zinc primer paint to be applied at all welding points prior to finishing. 8. Handle bars are provided with high end quality rubber grips. 9. Base plate cover made of virgin LLDPE plastic by rotational molding with 4.00mm thickness, UV resistant and colored. 10. Foothold made of nylon alloy with rounded edges to prevent impact and injury. 11. Maintenance free brings of SKF or equivalent make duly oil sealed and self-lubricated are used in the equipment manufactured.	Each	06	

			Т		_	1
		12. The equipment are fitted with inbuilt limiters to prevent unwanted movements.				
		13. The equipment's is fixed on ground with				
		concrete of minimum strength M-25 and J shaped				
		welded bolts of 18mm thickness.				
		14. Once the concrete is set, the equipment is fixed				
		on to it and nuts and bolts are covered with base				
		plate cover.				
		15. High tensile steel with galvanized nut bolts are				
		used for assembly.				
		16. Equipment made to EN16630 International				
		standard for outdoor fitness equipment.				
		17. Self-Explanatory stainless steel label fixed on				
		equipment for ease of use.				
		All complete as per direction and approval of				
		Engineer-in-charge				
4		Providing, designing and fixing of horse rider station				
	H H	with below specification:				
		1.Dimension :- (LxWxH) 1180 x 400 x 1400 mm.				
		2.Fabricated with main post of 100 mm dia NB (G.I.)				
		'C' Class Pipe of approved make. 3. 3. Main frame				
		of NB 65mm (G.I) 'C' Class pipe.				
	4.4	4.Handle support frame of NB 50mm(G.I) 'C' Class				
	FF 57	pipe.				
	100	5. All pipes powder coated with 80-120 micron thick Akzo Nobel or equivalent of Paints.				
	17	6. All joints of pipe are robotic welded with joints				
	334	scalloped as necessary and dressed off removing				
	# AN	sharp edges and burrs.				
		7. Zinc primer paint to be applied at all welding				
		points prior to finishing.				
		8.Base plate cover made of virgin LLDPE plastic by				
		rotational moulding with 4.00mm thickness, UV				
	A	resistant and colored.				
		9. Foothold made of NB 25mm (G.I) 'C' Class pipe.				
	A	10. Seats made up from virgin LLDPE manufactured	Each	06		
	4.3	by rotational moulding with minimum thickness of				
		plastic as 4.00 mm, colorful and UV resistant and				
		environmental friendly .				
		11.Maintenance free brings of SKF or equivalent				
		make duly oil sealed and self-lubricated are used in				
		the equipment manufactured.				
		12. The equipment are fitted with inbuilt limiters to				
		prevent unwanted movements.				
		13. The equipment's is fixed on ground with concrete				
		of minimum strength M-25 and J shaped welded				
		bolts of 18mm thickness. 14. Once the concrete is set, the equipment is fixed				
	HORSE RIDER	on to it and nuts and bolts are covered with base plate				
		cover.				
		15. High tensile steel with galvanized nut bolts are				
		used for assembly.				
		16. Equipment made to EN16630 International				
		standard for outdoor fitness equipment.				
		17. Self-Explanatory stainless steel label fixed on				
		equipment for ease of use.				
		All complete as per direction and approval of				
		Engineer-in-charge.				

5		Providing, designing and fixing of stair stepper in a combination of pair with a stepper on one side and a twister on the other side with below specifications: 1. Dimension: (LxWxH): size 1000 x 800 x 1400 mm. 2. Fabricated with main post of 100mm N.B. G.I. pipe, "C" Class of approved make. 3. Twister main frame of MS Pipe 80x40 mm. 4. Stepper main frame of MS Pipe 80x40 mm. 5. All pipes are powder coated with 80-120micron thick Akzo Nobel or equivalent paints. 6. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 7. Zinc primer paint to be applied at all welding points prior to finishing. 8. Foothold made of Nylon alloy with rounded edges to prevent any impact of injury.			
		in the equipment manufactured. 10.Once the concrete is set, the equipment is fixed on to it. 11.High tensile steel with galvanized nut bolts are used for assembly. 12. Equipment made to ENI16630 International standard for outdoor fitness equipment. 13. Self- Explanatory stainless steel label fixed on	Each	06	
	STAIR STEPPER	equipment for ease of use. 14. The equipment to be fixed on ground with concrete of minimum strength M-25 grade and Expansion bolts. All complete as per direction and approval of Engineer-in-charge.			

6					
6	LEG PRESS	Providing, designing and fixing of leg press in pair with below specifications:- 1. Dimensions (LXWXH) size 2300 x 500 x 1900 mm 2. Fabricated with main post of G.I. Pipe 100 mm (nominal bore, N.B), "C" Class Pipe of approved make. 3. Main frame of G.I. Pipe 50mm (N.B) "C" Class Pipe 4. All Pipes are powder coated with 80-120 micron thick Akzo Nobel or equivalent paints. 5. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 6. Zinc primer paint to be applied at all welding points prior to finishing. 7. Base plate cover made of virgin LLDPE plastic by rotational molding with minimum thickness of plastic as 4.00 mm, colorful and UV resistant and colored. 8. Foothold made of N.B 50mm G.I. "C" Class pipe. 9. Seats made up from virgin LLDPE manufactured by rotational molding with minimum thickness of plastic as 4.00 mm, colorful and UV resistant and environmental friendly. 10. Maintenance free bearing of SKF or equivalent make duly oil sealed and self-lubricated are used in the equipment manufactured. 11. The Equipment are fitted with inbuilt limiters to prevent unwanted movements. 12. The equipment is fixed on ground with concrete of minimum strength M-25 grade and J shape welded bolts of 18 mm thickness. 13. Once the concrete is set, the equipment is fixed on to it and nuts and bolts are covered with base plate cover. 14. High tensile steel with galvanized nut bolts are used for assembly. 15. Equipment made to ENI16630 International standard for outdoor fitness equipment. 16. Self- Explanatory stainless steel label fixed on equipment for ease of use. All complete as per direction and approval of Engineer-in-charge	Each	06	

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7	***************************************	Providing and fixing pull chair in a pair with below specifications: 1. Dimensions (LxWxH): 2300 x 700 x 2100 mm 2. Fabricated with main post of NB 100mm (G.I) 'C' Class Pipe of approved make. 3. Main frame of NB 50mm (G.I.) 'C' Class Pipe. 4. Handle frame of NB 32mm (G.I.) 'C' Class Pipe. 5. All Pipes are powder coated with 80-120 micron thick AkzoNobel or equivalent Paints. 6. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 7. Zinc primer paint is applied at all the welding points prior to finishing.				
	-	points prior to finishing. 8. Handle bars are provided with high end quality				
	l.	rubber grips. 9. Base plate cover made of virgin LLDPE plastic by rotational molding with 4.00mm thickness, UV				
		resistant and colored. 10. Seat to be made up from virgin LLDPE manufactured by rotational molding with 4.00mm				
	PULL CHAIR	thickness, colored, UV resistant and environmental friendly.	Each	06		
		11. Maintenance free bearings of SKF or equivalent make duly oil sealed and self-lubricated are used in the equipment manufactured.				
		12. The equipment are fitted with inbuilt limiters to prevent unwanted movements.				
		13. The equipment's is fixed on ground with concrete of minimum strength M-25 and J shaped				
		welded bolts of 18mm thickness. 14. Once the concrete is set, the equipment is fixed on to it and nuts and bolts are covered with base				
		plate cover. 15. High tensile steel with galvanized nut bolts are used for assembly.				
		16. Equipment made to EN16630 International standard for outdoor fitness equipment.				
		17. Self-Explanatory stainless steel label fixed on				
		equipment for ease of use. All complete as per direction and approval of				
		Engineer-in-charge			1	

8	EXERCISING	Providing and fixing exercising bar in a pair with below specifications: 1. Dimensions (LxWxH): 1800 x 550 x 1700mm 2. Fabricated with main post of NB 100mm (G.I) 'C' Class Pipe of approved make. 3. Main frame of NB 32mm (G.I.) 'C' Class Pipe. ('NB' stands for Nominal Bore size i.e., Internal Diameter of pipe in millimeters). 4. All Pipes are powder coated with 80-120 micron thick AkzoNobel or equivalent Paints. 5. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 6. Zinc primer paint is applied at all the welding points prior to finishing. 7. Base plate cover made of virgin LLDPE plastic by rotational molding with 4.00mm thickness, UV resistant and colored. 8. The equipment's is fixed on ground with concrete of minimum strength M-25 and J shaped welded bolts of 18mm thickness. 9. Once the concrete is set, the equipment is fixed on to it and nuts and bolts are covered with base plate cover. 10. High tensile steel with galvanized nut bolts are used for assembly. 11. Equipment made to EN16630 International standard for outdoor fitness equipment. 12. Self-Explanatory stainless steel label fixed on equipment for ease of use. All complete as per direction and approval of Engineer-in-charge.	Each	06		

<mark>9</mark>		Providing, designing and fixing of seated chest			
		press in a pair with below specifications:			
	i.	1. Dimensions (LXWXH) size 2200 x 650 x			
		1800 mm.			
	4.	2. Fabricated with main post of N.B 100mm G.I.			
	- COP-	"C" Class Pipe of approved make.			
	ATD	3. Main frame of N.B 50mm G.I. "C" Class			
		pipe.			
	/ / II	4. Handle frame of N.B 32mm G.I. "C" Class			
	[[]]]]]]	Pipe.			
	111 111	5. All pipes are powder coated with 80-12			
	111 1111	micron thick Akzo Nobel or equivalent paints.			
		6. All joints of pipe are robotic welded with			
		joints scalloped as necessary and dressed off			
		removing sharp edges and burrs.			
		7. Zinc primer paint is applied at all welding			
	7	points prior to finishing.			
	-	8. Handle bars are provided with high quality			
		grip.			
		9. Base plate cover made of virgin LLDPE	E a ala	06	
		plastic by rotational molding with 4.00 mm	Each	06	
		thickness, UV resistant and colored.			
		10. Seats to be made up from virgin LLDPE			
		manufactured by rotational molding with 4.00			
		mm thickness, colored, UV resistant and			
	SEATED CHEST	environmental friendly.			
		11. Maintenance free bearing of SKF or			
	PRESS	equivalent make duly oil sealed and self			
		lubricated are used in the equipment			
		manufactured.			
		12. The Equipment are fitted with inbuilt limiters			
		to prevent unwanted movements.			
		13. The equipment is fixed on ground with			
		concrete of minimum strength M-25 grade			
		and J shape welded bolt 18mm thickness.			
		14. Once the concrete is set, the equipment is			
		fixed on to it and nuts & bolts are covered			
		with the base plate cover			
		15. High tensile steel with galvanized nut bolts			
		are used for assembly.			
		16. Equipment made to ENI16630 International			
		standard for outdoor fitness equipment.			
		17. Self- Explanatory stainless steel label fixed on			
		equipment for ease of use.	1		
		All complete as per direction and approval of			
		Engineer-in-charge			

ROWING	Providing and fixing rowing machine with below specifications: 1. Dimensions (LxWxH):1100 x 900 x 1100 mm 2. Fabricated with main post of NB 100mm (G.I) 'C' Class Pipe of approved make. 3. Main frame of NB 65mm (G.I.) 'C' Class Pipe. 4. Handle support frame of NB 25mm (G.I.) 'C' Class Pipe. ('NB' stands for Nominal Bore Size i.e., Internal Diameter of pipe in mm). 5. All Pipes are powder coated with 80-120 micron thick AkzoNobel or equivalent Paints. 6. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 7. Zinc primer paint is applied at all the welding points prior to finishing. 8. Base plate cover made of virgin LLDPE plastic by rotational molding with 4.00mm thickness, UV resistant and colored. 9. Foothold made of NB 65mm (G.I.) 'C' Class Pipe. 10. Seat to be made up from virgin LLDPE manufactured by rotational molding with 4.00mm thickness, colored, UV resistant and environmental friendly. 11. Maintenance free bearings of SKF or equivalent make duly oil sealed and self-lubricated are used in the equipment manufactured. 12. The equipment are fitted with inbuilt limiters to prevent unwanted movements. 13. The equipment's is fixed on ground with concrete of minimum strength M-25 and J shaped welded bolts of 18mm thickness. 14. Once the concrete is set, the equipment is fixed on to it and nuts and bolts are covered with base plate cover	Each	06	
MACHINE	are used in the equipment manufactured. 12. The equipment are fitted with inbuilt limiters to prevent unwanted movements. 13. The equipment's is fixed on ground with concrete of minimum strength M-25 and J shaped welded bolts of 18mm thickness. 14. Once the concrete is set, the equipment is fixed			
	standard for outdoor fitness equipment. 17. Self-Explanatory stainless steel label fixed on equipment for ease of use. All complete as per direction and approval of Engineer-in-charge			

12		Providing, designing and fixing twister with below dimensions: 1. Dimension (LxWxH): size 1700 x 1700 x 1350 mm. 2. Fabricated with main post of 100mmdiaG.I.Pipe 'C' Class. of approved make. 3. Main frame of 32mm dia G.I. Pipe "C' Class. 4. Handle frame support of 32mm G.I. Pipe 'C' Class. 5. Foothold plate of made of cast iron of 12mm thickness. 6. All pipes are powder coated with 80-120 micron thick Akzo Nobel or equivalent Paints. 7. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 8. Zinc primer paint is applied at all welding points prior to finishing. 9. Maintenance free bearing of SKF or equivalent make duly oil sealed and self lubricated are used in the equipment manufactured. 10. The equipment is fixed on ground with concrete of minimum strength M-25 and Expansion Bolts. 11. Once the concrete is set, the equipment is fixed on to it. 12. High tensile steel with galvanized nut bolts are used for assembly. 13. Equipment made to ENI16630 International standard for outdoor fitness equipment. 14. Self- Explanatory stainless steel label fixed on equipment for ease of use. All complete as per direction and approval of Engineer-in-charge	Each	06		
13	ELLIPTICAL EXERCISER	Providing, designing and fixing elliptical exerciser with below dimensions: 1. Dimension: (LxWxH) 1200 x 540 x 1600 mm. 2. Fabricated with main post of 100 mm dia NB G.I. Pipe, 'C' Class of approved make and rest of the pipe 40 mm dia NB G.I. Pipe, 'C' Class of approved make. 3. All pipes are powder coated with 80-120 micron thick Akzo Nobel or equivalent Paints. 4. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 5. Zinc primer paint is applied at all welding points prior to finishing. 6. Maintenance free bearing of SKF or equivalent make duly oil sealed and self lubricated are used in the equipment manufactured. 7. The equipment is fixed on ground with concrete of minimum strength M-25 and Expansion Bolts. 8. Once the concrete is set, the equipment is fixed on to it.	Each	06		

14		9. High tensile steel with galvanized nut bolts are used for assembly. 10. Equipment made to ENI16630 International standard for outdoor fitness equipment. 11. Self- Explanatory stainless steel label fixed on equipment for ease of use. 12. Handle bars are to be provided with high quality grip rubber. 13. Pedals shall be made up of Nylon alloy with rounded edges to prevent any impact or injury. 14. Base plate cover to be made up from virgin LLDPE manufactured by rotational moulding with minimum thickness of plastic as 4.00 mm, colorful and UV resistant and environmental friendly. 15. Equipment to be fitted with inbuilt limiters to prevent unwanted movement. 16. All open ends of pipe to be closed by GI/LLDPE caps for user safety. All complete as per direction and approval of Engineer-in-charge			
	DOUBLE CROSS WALKER	walker with below dimensions: 1.Dimension: (LxWxH) 1600 x 600 x 1600 mm. 2.Fabricated with main post of 100mmdia NB G.I. Pipe, 'C' Class of approved make and rest of the pipe 40mm dia NB G.I. Pipe, 'C' Class of approved make. 3. All pipes are powder coated with 80-120 micron thick Akzo Nobel or equivalent Paints. 4. All joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. 5. Zinc primer paint is applied at all welding points prior to finishing. 6. Maintenance free bearing of SKF or equivalent make duly oil sealed and self lubricated are used in the equipment manufactured. 7.The equipment is fixed on ground with concrete of minimum strength M-25 and Expansion Bolts. 8. Once the concrete is set, the equipment is fixed on to it. 9. High tensile steel with galvanized nut bolts are used for assembly. 10. Equipment made to ENI16630 International standard for outdoor fitness equipment. 11. Self- Explanatory stainless steel label fixed on equipment for ease of use. 12. Handle bars are to be provided with high quality grip rubber. 13. Pedals shall be made up of Nylon alloy with rounded edges to prevent any impact or injury. 14. Base plate cover to be made up from virgin LLDPE manufactured by rotational moulding with minimum thickness of plastic as 4.00 mm, colorful and UV resistant and environmental friendly.	Each	06	

	15.Equipment to be fitted with inbuilt limiters to		
	prevent unwanted movement.		
	16.All open ends of pipe to be closed by GI/		
	LLDPE caps for user safety.		
	All complete as per direction and approval of		
	Engineer-in-charge.		
	Total Rs.		

Special Conditions: -

- 1. No labour huts shall be allowed in IIT Campus and nothing shall be extra paid on this account.
- 2. The contractor must visit the site of work before quoting the rates.
- 3. No labour to stay in IIT Campus, nothing shall be paid extra on this account.
- 4. Site shall be made available as and when available.
- 5. The quoted rates of all items shall be inclusive of all taxes including Goods and Service Tax, Labour Cess etc. and nothing extra shall be payable on this account.