NOTICE INVITING e-TENDERS

The Executive Engineer (CD-II), IIT DELHI, HAUZ KHAS, New Delhi-16 (**Phone No 011-26591450**) on behalf of Board of Governors invite online **Item Rate Tender** from Firms/ Contractors Registered in appropriate class and category with CPWD, MES, BSNL, and Railways or Specialized Firms/ Contractors **for** the following work NIT No :- **……/IITD/NIT/EE(CD-II)/2022-2023**

Name of work : A/R & M/O Sanitation works during the year 2022-2023.
Sub Head: - Fogging operation at IIT Delhi for 06 months.

1. Estimated cost : Rs. 9,54,772.00

2. Earnest Money **:** Rs. 19,095.00

3. Period of completion : 06 (Six) Months

4. Last time & date of submission of bid : **25/05/2022 upto 3:00 pm (on line)**

The bid forms and other details can be obtained from the http://eprocure.gov.in/eprocure/app or wwww.iitdelhi.ac.in free of cost. For more clarification you may visit on above website and contact on e-tender helpdesk No: 011-49424365

Executive Engineer (CD-II),
For & on Behalf of BOG, IIT Delhi

Ch. Head: NPN-10
Work code- W03796

Copy to: -

1. Executive Engineer (CD-II) for information.
2. D.A. (Works Accounts)
3. AEE(C)
4. D.R. (A/Cs) – for opening of tenders on 26/05/2022 at 3.00 PM in the office of E.E. (CD-II)
5. Notice Boards.
6. Office Copy
7. Web site Administrator, I.I.T.D.

INDEX

NIT FOR WORKS OF IITDELHI, New Delhi

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

Name of work :- A/R & M/O Sanitation works during the year 2022-2023.
Sub Head: - Fogging operation at IIT Delhi for 06 months.

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Certified that this NIT (Part I & II) contains **1 to 52 pages.**

Executive Engineer (CD-II),
IIT Delhi, Hauz Khas,
New Delhi-110016.

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

JE(C) **AEE(C)** **E.E. (CD-II)**

NDIAN INSTITUTE OF TECHNOLOGY: DELHI
HAUZ KHAS: NEW DELHI – 110016

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING (Tender Notice)

The Executive Engineer (CD-II), IIT DELHI, HAUZ KHAS, New Delhi-16 (**Phone No 011-26591450**) on behalf of Board of Governors invite online **Item Rate Tender** from Registered in appropriate class and category with CPWD, MES, BSNL, and Railways or Specialized Firms/ Contractors **for** the following work:

SL. No.	NIT No.	Name of Work	Estimated Cost (in Rs.)	Earnest Money (in Rs.)	Time for completion
1	.../IITD/NIT/EE(CD-II)/2022-2023.	**Name of work :- A/R & M/O Sanitation works during the year 2022-2023. Sub Head: - Fogging operation at IIT Delhi for 06 months.**	**9,54,772/-**	**19,095/-**	**06 Months**

Last date and time of submission of financial & Technical bid :- 25/05/2022 upto 3:00 pm (on line)

Date and time of opening of Technical bid :- 26/05/2022 up to 3:00 pm (Room No. MZ - 140)

Price bids of eligible bidders as per NIT shall be opened at a later date after scrutiny of Technical bids.

1. The successful bidders shall be required to submit a performance guarantee of 3% 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 supply the performance guarantee within the specified period, full earnest money will be forfeited and the tender shall be treated as 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 must have completed satisfactorily one similar work of value not less than Rs. 7,63,800/- or Two similar works each of value not less than Rs. 5,72,900/- or there similar works each of value not less than Rs 3,81,900/- during last 7 years ending on date 28-02-2022.**

   ii) **Earnest money of Rs. 19,095/-** in the form of Banker's cheque / Demand draft / fixed deposit receipt / NEFT/ RTGS from a schedule / nationalized bank drawn in favour of **Registrar, I.I.T. Delhi**. No relaxation in EMD will be allowed for MSME and MSEs as per CPWD Manual.

3. The intending bidder must read the terms and conditions of IITD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
4. Information and Instructions for bidders posted on website shall form part of bid document.
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 can be seen and downloaded from website http://eprocure.gov.in/eprocure/app .in free of cost.
6. Completion certificates issued by an officer not below the rank of Executive Engineer of similar works completed by the Agency.

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

JE(C) **AEE(C)** **E.E. (CD-II)**

7. Work means only work under Government/ Public Sector Under taking / Autonomous bodies.
8. **Similar work means pertaining to works of fogging operations/mosquito spray/pest control/disinfectant spray/ vector control etc., executed in GoI/ State Govt/ PSUs/ Govt Autonomous Bodies department**.
9. 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.
10. 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.
11. The intending bidder must have valid class-III digital signature to submit the bid.
12. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
13. Contractor can upload documents in the form of JPG format and PDF format.
14. Contractor must ensure to quote rate of each item, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
15. 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.
16. In e-Tendering intending bidder can quote his rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures is to be taken as correct.
17. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts and towards cost of EMD in favour of **Registrar IIT Delhi** to be deposited with http://eprocure.gov.in/eprocure/app / NEFT facility.
18. The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected.
19. The following undertaking in this regard shall be up-loaded by the intending bidders: **"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"**
20. **Copy of enlistment order and certificate of work experience and other documents as specified in the Press Notice / web notice shall be scanned and up-loaded to the e-Tendering website within the period of bid submission. However, certified / original copy of all the scanned and up-loaded documents as specified in press notice web / notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of e-tendering authority and it shall be sole responsibility of lowest bidder.**
21. **Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited EMD and other documents scanned and uploaded are found in order.**

22. **The bid submitted shall become invalid if:**
    a. The bidder is found ineligible if he does not upload document as per page 5 of tender notice.
    b. The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the undertaking about deposition of physical EMD of the scanned copy of EMD uploaded
    c. any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
    d. The lowest bidder does not deposit physical EMD within a week of opening of tender.

23. **Bid validity shall be 120 days after opening of financial bids.**
24. **GST shall be treated as inclusive in quoted rates of bidders.**
25. **List of Documents to be scanned and uploaded within the period of bid submission:**

Technical Bid:-

The following document are to be uploaded by the bidder along with technical bid. As per tender document.

1. Undertaking as per **'Sl. No. 20'** above on firm's letter head.

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

JE(C) **AEE(C)** **E.E. (CD-II)**

a. **"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".**

b. The bidder will upload the scanned copy of receipt of deposition of Ernest Money.

2. Enlistment order of contractor (Applicable only for contractor registered with CPWD/ MES/ BSNL/ Railways) or specialized firms.
3. Certificate of work experience.
4. Certificate of Registration for GST and acknowledgement of up to date filed return of GST.
5. Affidavit as per Notice Inviting Tender Condition 1.3 page 19 of NIT.

"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 tendering in IITD 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)"

1. **Affidavit shall be purchased/ notorised on or after NIT published date but on or before last date of submission of NIT.**
2. **Affidavit must have "NIT/tender reference number" and "Name of work" and shall be used once for each fresh tender.**

No back dated affidavit shall be entertained and non-compliance of point (i) & (ii) shall lead to rejection of the tender.

6. Acceptance to execute INTEGRITY PACT.
7. ESI & EPF registration.
8. FORM "F" (Duly filled with all required details)
9. Tender Fee of Rs. 500/- **(No relaxation in tender fee for MSME and MSEs)** in favour of IITD to be deposited in IITD Canara Bank or IITD SBI Bank & receipt copy to be scanned & uploaded in tender (technical bid) or this fees can be directly RTGS to Registrar IITD and its proof to be uploaded in technical bid.
10. Power of attorney – if applicable.

"In case of partnership firm, submission of power of attorney on a non-judicial stamp paper, duly signed by all partners of the bidding firm is mandatory without which bidding firm tender shall be rejected."

11. Each and every page of annexure, corrigendum / addendum (if any) and their annexure should be duly seal & signed and scanned copy should be uploaded with tender bid.
12. Compliance to page 15 to 17
13. ***Name of work/ NIT no. shall be clearly mention on every undertaking, affidavit etc.**

Executive Engineer (CD-II),
For & on Behalf of BOG, IIT Delhi
Hauz Khas, New Delhi-110016.

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

JE(C) **AEE(C)** **E.E. (CD-II)**

Ch. Head: NPN-10

Copy to: -

1. ***Executive Engineer (CD-II) for information.***
2. ***D.A. (Works Accounts)***
3. AEE(C)
4. ***D.R. (A/Cs) – for opening of tenders on 26/05/2022 at 3.00 PM in the office of E.E. (CD-II)***
5. ***Notice Boards.***
6. ***Office Copy***
7. ***Web site Administrator, I.I.T.D***
8. ***NIT :- Publicity on Website on Institute as well as on CPP portal http://eprocure.gov.in may be ensured as per instruction issued.***
9. ***E-tendering Web.*** http://eprocure.gov.in/eprocure/app or wwww.iitdelhi.ac.in

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

FORM "F"

STRUCTURE & ORGANISATION

1. Name & Address of the bidder with valid e-mail id.
2. Telephone no./ Telex no./ Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)
   a. An Individual
   b. A proprietary firm
   c. A firm in partnership
   d. A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization/ Place of registration	Registration No.
1.	
2.	
3.	

5. Name and titles of Director's & Officers with designation to be concerned with this work……..!
6. Designation of individuals authorized to act for the organization……!
7. Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment…….!
8. Has the bidder or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details……..!
9. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details…….!
10. Past work experience in IIT Delhi will be considered in deciding the Technical bid……!

Signature of Bidder(S)

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

Notice Inviting Tender

INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI-110016

IITD/WORKS(SP-3872)/2022

Terms & Conditions

Indian Institute of Technology Delhi is in the process of purchasing following item(s) as per details as given as under.

Details of the item	**As per Tender Notice**
Earnest Money Deposit to be submitted	**Rs. 19,095/-**
Warranty	**As per Tender Notice, NIT & IITD form 8**
Performance security	**As per Tender Notice, NIT & IITD form 8**

Tender Documents 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 '.

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed 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 quotes (both Technical and Financial should be submitted in the E-procurement portal).

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

JE(C) **AEE(C)** **E.E. (CD-II)**

Schedule

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Services
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Civil
Source of Fund (Institute/Project)	Budget Code NPN-10
Is Multi Currency Allowed	No
Date of Issue/Publishing	10/05/2022 (15.00 PM)
Document Download/Sale Start Date	10/05/2022 (15.00 PM)
Document Download/Sale End Date	25/05/2022 (15.00 PM)
Date for Pre-Bid Conference	**Nil**
Venue of Pre-Bid Conference	---
Last Date and Time for Uploading of Bids	25/05/2022 (15.00 PM)
Date and Time of Opening of Technical Bids	26/05/2022 (15.00 PM)
Tender Fee	**Rs. 500/-**
EMD	**Rs. 19,095/- (No relaxation in EMD for MSME and MSEs)** (To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : Registrar IIT Delhi. SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II) → **or as per NIT/ Tender notice**
No. of Covers (1/2/3/4)	**02**
Bid Validity days (180/120/75/60/30)	**120**
Address for Communication	**E.E. (CD-II), Room No. MZ-140**
Contact No.	**011-26591450**
Fax No.	**Nil**
Email Address	a26791@admin.iitd.ac.in

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this 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 user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3) The bidder should make a note of the unique Tender ID assigned to each 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 tender document before submitting their bids.

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

2) Please go through the tender advertisement and the 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 each 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 tender 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 tender document.

3) Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).

4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it 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 tender documents become readable only after the tender opening by the authorized bid openers.

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

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 tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

1) The tenders 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".

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

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

Terms & Conditions Details

S. No.	Specification
1.	**Due date**: The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be considered.
2.	**Preparation of Bids**: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format i.e BOQ_XXXX. OR Financial Bids to be submitted in Excel. The Technical bid and the financial bid should be submitted Online.
3.	**EMD (if applicable)**: **As per NIT**
4.	**Refund of EMD :- As per NIT**
5.	**Opening of the tender**: **As per Tender Notice, NIT & IITD form 8**
6.	**Acceptance/ Rejection of bids:** The Committee reserves the right to reject any or all offers without assigning any reason.
7.	**Pre-qualification criteria: - Mentioned in Tender notice**
8.	**Performance Security**:- **Mentioned in Tender notice**
9.	**Force Majeure :- As per IITD form 8**
10.	**Risk & Cost Clause** : **As per IITD form 8**
11.	**Delivery and Documents: As per Tender Notice & NIT & IITD form 8**
12.	**Delayed delivery: As per Tender Notice & NIT & IITD form 8**
13.	**Prices**: **As per Tender Notice & NIT & IITD form 8**
14.	**Progress of Work** : **As per Tender Notice & NIT & IITD form 8**
15.	**Inspection and Tests: As per Tender Notice & NIT & IITD form 8**
16.	**Resolution of Disputes**: **As per Tender Notice & NIT & IITD form 8**
17.	**Applicable Law: As per Tender Notice & NIT & IITD form 8**
18.	**Supplier Integrity : As per Tender Notice & NIT & IITD form 8**
19.	**Training : As per Tender Notice & NIT & IITD form 8**

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

20.	**Installation & Demonstration : As per Tender Notice & NIT & IITD form 8**
21.	**Incidental services: As per Tender Notice & NIT & IITD form 8**
22.	**Defect liability Period** : **As per Tender Notice & NIT & IITD form 8**
23.	**Governing Language : As per Tender Notice & NIT & IITD form 8**
24.	**Applicable Law : As per Tender Notice & NIT & IITD form 8**
25.	**Notices : As per Tender Notice & NIT & IITD form 8**
26.	**Taxes : As per Tender Notice & NIT & IITD form 8**
27.	**Termination for Default : As per Tender Notice & NIT & IITD form 8**
28.	**Disputes and Jurisdiction**: **As per Tender Notice & NIT & IITD form 8**
29.	**Completion certificate**: **As per Tender Notice & NIT & IITD form 8**

C …….. Nil.
I …….. Nil.
O …….. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

ANNEXURE-I

COMPLIANCE SHEET

TECHNICAL SPECIFICATION

S.No.	Technical Bid Requirement As per Tender Notice & NIT & IITD form 8	Compliance Y/N
1	Firm registration	
2	GST Registration	
3	GST Return	
4	ESI & EPF	
5	Experience Certificate	
6	EMD Undertaking	
7	Affidavit	
8	INTEGRITY PACT	
9	Annexure 1	
10	Annexure 2	
11	Annexure 3	
12	EMD	
13	Tender Fee	
14	FORM "F" (Duly filled with all required details)	
15	BOQ	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

ANNEXURE-II

<< **Organization Letter Head** >>

DECLARATION SHEET

We, _____ hereby certify 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 have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been registered as per Tender Notice & NIT & IITD form 8 Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1 Phone	**As per Tender Notice & NIT**
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of Tender Fees) 8UTR No. (For Tender Fee)	
(In case of on-line payment of EMD) 9 UTR No. (For EMD)	

*** Agency must provide a valid e-mail id.**

(Signature of the Tenderer)

Name:

Seal of the Company

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

Annexure-III

List of Govt. Organization/Deptt.

List of Government Organizations for whom the Bidder has undertaken such work As per Tender Notice & NIT & IITD form 8		
Name of the organization	**Name of Contact Person**	**Contact No.**

As per Tender Notice & NIT

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

Bid Submission

Online Bid Submission:

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

Bid Document – 1 (Following documents to be provided as single PDF file)			
Sl. No.	**Documents**	**Content**	**File Types**
1.	Technical Bid	Compliance Sheet as per Annexure - I	.PDF
2.		Organization Declaration Sheet as per Annexure - II	.PDF
3.		List of organizations/ clients where the same products have been supplied (in last two years) along with their contact number(s). (Annexure-III)	.PDF
4.		Technical supporting documents in support of all claims made at Annexure-I (Annexure-IV)	.PDF
Bid Document – 2			
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted in Excel format.	.EXCEL

C …….. Nil.
I …….. Nil.
O …….. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

IITD-6 FOR e-TENDERING ANDTERM & CONDITIONS

Item rate tenders are invited on behalf of Board of Governors from contractors/firms engaged in the field of civil construction work in appropriate category for the ***work*** *As per tender notice.*

The enlistment of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

1.1 The work is estimated to cost as **per tender notice** this estimate, however, is given merely as a rough guide.

1.2 Details of criteria for eligibility As Indicated in "INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE"

1.3 To become eligible for issue of tender, the tenderer 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 tendering in IITD 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 - 8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication. Bidders shall quote his 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 **as per tender notice** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

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 http://eprocure.gov.in/eprocure/app or iitd.ac.in or e-procure.gov **free** of cost.

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 in the form of Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt (drawn in favour of Registrar IIT Delhi, Hauz Khas, New Delhi) as specified of any Scheduled/ Nationalized Bank and shall be scanned & uploaded to the e-tendering website within the period of tender submission or through RTGS/ NEFT with UTR details and original should be deposited by lowest bidder within a week after the opening of financial bid in office of **Executive Engineer (CD-II), IIT Delhi, Hauz Khas, New Delhi**

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank which is to be scanned and uploaded by the intending bidders.
Interested contractor who wish to participate in the bid has also to make following payments in the form of Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission:

(i) http://eprocure.gov.in/eprocure/app.

10. The bid submitted shall become invalid if:

(i) The bidders are found not eligible.
(ii) The bidders do not upload all the documents (including GST registration/ **other documents as per Tender Notice**) as stipulated in the bid document.

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.

(iv) The lowest bidder does not deposit physical EMD within a week of opening of tender.

11. The time & date of submission & opening of financial bid of contractors qualifying the **criteria as per Tender Notice** shall be communicated to them at a later date.

12. The contractor whose bid is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the tendered and accepted of the bided amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any nationalised /scheduled bank/Banker's cheque of any nationalised/ scheduled bank/ Demand Draft of any nationalised/ scheduled bank/Pay order of any Scheduled Bank 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 nationalised /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 tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

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

15. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

16. The competent authority on behalf of Board of Governors reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

17. The contractor shall not be permitted to tender for works in the IITD responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

18. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as afore said before submission of the tender or engagement in the contractor's service.

19. The tender for the works shall remain open for acceptance for a period of one hundred twenty (120) days from the date of opening of financial bids, if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

20. This notice inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender 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 - 8 or other Standard IITD Form as mentioned.

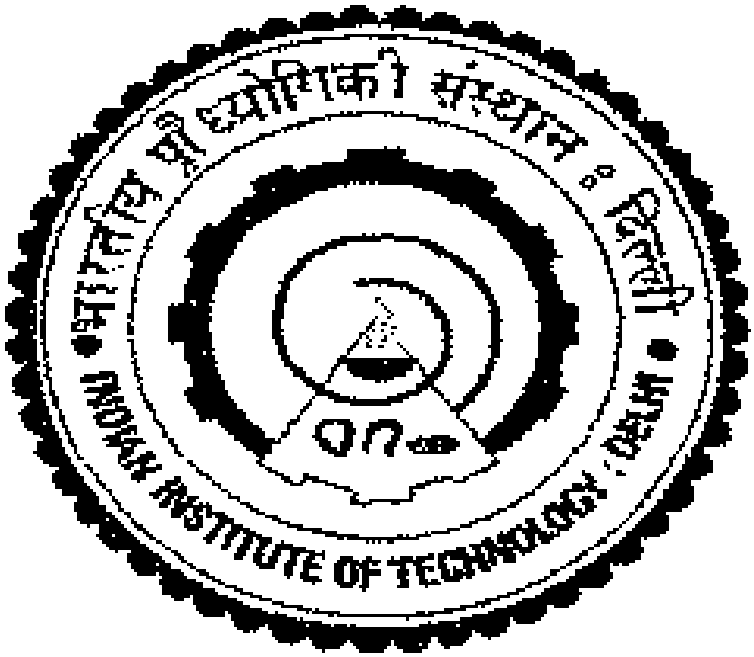
21. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid.

Executive Engineer (CD-II)
IIT Delhi, Hauz Khas,
New Delhi - 110016

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

Notice Inviting Tender



Indian Institute of Technology, Delhi

Hauz Khas, New Delhi – 110016

(Works Department)

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

JE(C) AEE(C) E.E. (CD-II)

I.I.T.D – 6	I.I.T.D

INDIAN INSTITUTE OF TECHNOLOGY

HAUZ KHAS, NEW DELHI - 110016

NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of The Board of Governors, I.I.T. Delhi, Hauz Khas, New Delhi - 16 from approved and eligible contractors of **CPWD** and those of appropriate class of **M.E.S., BSNL and Railway or Specialized firms** **As per Tender Notice.**

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

1.1 The work is estimated to cost **as per tender notice** 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 tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.
For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicates the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

1.2 Tenders will be issued to eligible contractors provided they produce 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 issue of tender documents

1.2.1 Criteria of eligibility for CPWD as well as non-CPWD contractors.

Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs.100/-) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

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

JE(C) **AEE(C)** **E.E. (CD-II)**

I.I.T.D – 6	I.I.T.D

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.

1.2.2 To become eligible for issue of tender, the tenderer 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 tendering in I.I.T.D 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.

1. Agreement shall be drawn with the successful tenderer on prescribed Form No. I.I.T.D 7/8 which is available as I.I.T.D. Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

2. The time allowed for carrying out the work will be **as per Tender Notice** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

3. The site for the work is available.

OR

The site for the work shall be made available in parts as specified below:-

5. Applications for issue of forms shall be received by **As per Tender Notice** and tender document shall be issued by **As per Tender Notice**
Tender document consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose Tender may be accepted and other necessary documents can seen in the office the **Work Section of Room No. MZ – 140** between hours of 11.00 AM & 4.00 PM from ----------as per tender notice---------- every day except on Saturday, Sunday and Public Holidays.

6. (i) Tenders shall be accompanied with Earnest money of **as per tender notice** in the form of Banker's cheque or Demand draft or fixed deposit receipt of a schedule/ nationalized bank drawn in favour of I.I.T. Delhi.

(ii) Envelope shall be as per Tender Notice Page No. 1 to 8.

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

JE(C) **AEE(C)** **E.E. (CD-II)**

7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the tendered 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's cheque of any nationalised/ scheduled bank/Demand Draft of any nationalised/ scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. 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.

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

9. The competent authority on behalf of the The Board of Governors, I.I.T. Delhi, Hauz Khas, New Delhi - 16 does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The competent authority on behalf of The Board of Governors, I.I.T. Delhi, Hauz Khas, New Delhi - 16 reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The contractor shall not be permitted to tender for works in the I.I.T.D Circle 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).

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

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 officer in the INDIAN INSTITUTE OF TECHNOLOGY, HAUZ KHAS, NEW DELHI – 110016. Any breach of this condition by the contractor would render him liable to be barred from tendering in IITD.

13. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

14. The tender for the works shall remain open for acceptance for a period of one hundred twenty (120) days from the date of opening of financial bids/ **as per NIT** if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the I.I.T. 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 tenderer shall not be allowed to participate in the retendering process of the work.

15. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
b) Standard I.I.T.D. Form **7/8-2010**

16. For Composite Tenders : Not applicable in this Tender

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

INTEGRITY PACT e-tendering	I.I.T.D

To,

……..,

……..,
……..

Sub: NIT No. **…/IITD/NIT/EE(CD-II)/2022-2023** for the work of **As per Tender Notice.**

Dear Sir,

It is here by declared that I.I.T.D is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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

Yours faithfully

Executive Engineer (CD-II)

C …… Nil.
I …… Nil.
O …… Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

INTEGRITY PACT	I.I.T.D

To,

Executive Engineer (CD-II),
IIT Delhi, Hauz Khas,
New Delhi – 110016.

Sub: Submission of Tender for the work ***as per tender notice.***

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by I.I.T.D. 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, I.I.T.D 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)

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

JE(C) **AEE(C)** **E.E. (CD-II)**

INTEGRITY PACT	I.I.T.D

To be signed by the bidder and same signatory competent / authorised to

sign the relevant contract on behalf of I.I.T.D.

INTEGRITY AGREEMENT

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

BETWEEN

The Board of Governors, I.I.T. Delhi, Hauz Khas, New Delhi - 16 represented through Executive Engineer (CD-II) IIT Delhi.

....., (Hereinafter referred as the
(Address of Division)

'**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the
(Details of duly authorized signatory)

"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. .....) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for .....
(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.

INTEGRITY PACT	I.I.T.D

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 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

INTEGRITY PACT	I.I.T.D

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(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.

INTEGRITY PACT	I.I.T.D

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests**.

4) 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**.

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

JE(C) AEE(C) E.E. (CD-II)

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

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

Article 4: Previous Transgression

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

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

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

JE(C) AEE(C) E.E. (CD-II)

INTEGRITY PACT	I.I.T.D

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

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 behalf of Bidder/Contractor)

WITNESSES:

1. .....

   (signature, name and address)

2. .....
   (signature, name and address)

Place:

Dated :

I.I.T.D – 7/8	I.I.T.D

INDIAN INSTITUTE OF TECHNOLOGY
HAUZ KHAS, NEW DELHI - 110016

Percentage Rate Tender/Item Rate Tender & Contract for Works

(A) Tender for the work of: - **As per Tender Notice.**

(i) To be submitted by **3:00 PM** hours on …… as per tender notice …… to

……

(ii) To be opened at **3:00 PM** … as per tender notice …….. in the office of **Executive Engineer (CD-II)**

Issued to ……..

Signature of officer issuing the documents ……..……

Designation ……..……

Date of Issue ……..

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 The Board of Governors, I.I.T. Delhi, Hauz Khas, New Delhi - 16 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.

Bid validity shall be 120 days after opening of financial bids.

C …….. Nil.
I …….. Nil.
O …….. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

I.I.T.D – 7/8	I.I.T.D

A sum of **As per tender notice** is hereby forwarded in Banker's cheque or Demand draft or fixed deposit receipt of a schedule/ nationalized bank drawn in favour of I.I.T. Delhi as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said The Board of Governors, I.I.T. 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 work as specified, I/We agree that The Board of Governors, I.I.T. 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 the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to 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 I.I.T.D in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

I.I.T.D – 7/8	I.I.T.D

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of The Board of Governors, I.I.T. Delhi, Hauz Khas, New Delhi - 16 for a sum of (Rupees……..……).

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

(a)

(b)

(c)

For & on behalf of Board of Governors, IIT Delhi

Signature ……..

Dated: Designation …….

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each 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
1	2	3	4	5
←	Nil			→

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of Issue
1	2	3	4
←	Nil		→

SCHEDULE 'D'

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

Nil

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

JE(C) AEE(C) E.E. (CD-II)

PROFORMA OF SCHEDULES | I.I.T.D

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work :- ***As per tender notice.***

Estimated cost of work : As per tender notice

(i) Earnest Money : As per tender notice

(ii) Performance Guarantee : 3% of tendered value

(iii) Security Deposit : 5% of tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS: Officer inviting tender IITD/ Form – 7/8-2010

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

Definitions:

2(v) Engineer-in-Charge **Executive Engineer**

2(viii) Accepting Authority Executive **Engineer**

2(x) Percentage on cost of materials and Labour to cover all overheads and profits: 15%

2(xi) Standard Schedule of Rates – **CPWD, DSR-2021 , with up to date correction slips & market rates**

2(xii) Department – **Works department at I.I.T Delhi**

9(ii) Standard I.I.T.D Contract Form GCC 2010, I.I.T.D Form 7/8-2010 modified & Corrected up to **date of submission of tender.**

Clause 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 provided in (i) above. 1 to 15 days

Clause 2

Authority for fixing compensation under clause 2 **Institute Engineer**

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

JE(C) AEE(C) E.E. (CD-II)

PROFORMA OF SCHEDULES	I.I.T.D

Clause 2A

Whether Clause 2A shall be applicable **No**

Clause 5

Number of days from the date of issue of letter of award for reckoning date of start 10 (Ten) days

Mile stone(s) as per table given below:-

S.No.	Description of Milestone (Financial)	Time allowed in days(from date of start)	Amount to be with-held in case of non achievement of mile Stone
	Nil	Nil	Nil

Time allowed for execution of work **As per tender notice.**

Authority to decide:

(i) Extension of time Executive **Engineer.**

(ii) Rescheduling of mile stones N/A**.**

Clause 6, 6A

Clause applicable - (6 or 6A) ..... **Clause 6** .....

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment **Rs. 100000 (One lakh only)**

Clause 10A

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

1..... 2. ..... 3.....

---------- **Nil** ----------

4..... 5. ..... 6.....

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

JE(C) **AEE(C)** **E.E. (CD-II)**

PROFORMA OF SCHEDULES	I.I.T.D

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**%**

Clause 10CA

S.N.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*
1			
2		Nil	
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 : Not applicable in this tender.

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column **18 months**

Schedule of component of other Materials, Labour, POL etc. for price escalation.

Component of civil (except materials covered under clause 10CA) /Civil construction Materials expressed as percent of total value of work. - Xm .....%

Component of Labour - expressed as percent of total value of work. Y..... %

Component of P.O.L. - expressed as percent of total value of work. Z..... %

Clause 11

Specifications to be followed for execution of work — CPWD specifications 2019 Vol-1&2 with upto date correction slips & manufacturers specifications

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

JE(C) **AEE(C)** **E.E. (CD-II)**

PROFORMA OF SCHEDULES | I.I.T.D

Type of work :- Maintenance works

Clause 12

12.2. & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building and foundation work **50%**

Clause 16

Competent Authority for deciding reduced rates. **Institute Engineer**

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. .....

Nil

Clause 25

Constitution of Dispute Redressal Committee (DRC)	**Competent Authority to appoint DRC**
DRC shall constitute one Chairman and two members	**Director Indian Institute of Technology Delhi**

Nil

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

S. No.	Minimum Qualification of Technical Representative.	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experi-ence (Years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1	NIL	NIL	NIL	NIL	NIL	NIL	NIL

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

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

JE(C) **AEE(C)** **E.E. (CD-II)**

PROFORMA OF SCHEDULES | I.I.T.D

Clause 42

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates **2021** & Market Rates

(ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs. 5 lakh.	3% plus/minus.
For works with estimated cost put to 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	As per CPWD Specification 2019	
2.	Steel Reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

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

JE(C) **AEE(C)** **E.E. (CD-II)**

BANK GUARANTEE BOND

I.I.T.D

Form of Earnest Money Deposit

Bank Guarantee Bond

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

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

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

OR

(c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,

OR

(d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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

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

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

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

JE(C) **AEE(C)** **E.E. (CD-II)**

INDIAN INSTITUTE OF TECHNOLOGY: DELHI
HAUZ KHAS: NEW DELHI

SPECIAL TERMS & CONDITIONS

1. The work will be carried out as per CPWD specification.
2. Time allowed for the work will be initially **06 Months,** from the date of start of the contract and the payment shall be made monthly and no advance payment will be made and period may be extended upto & more months on same terms and conditions.
3. All taxes such Income Tax whether applicable or laid by the government after opening the tender shall be borne by the Agency/ Firm & shall be deducted from the bills of Agency/ Firm.
4. All staff to employ by the Agency/ Firm will be interviewed by the Engineer-in-charge or his representative before their deployment for the above job. Only after assessing the capabilities and positive attitude towards the work, the staff will be allowed to work at the work premises.
5. Log book required shall be maintained at site by the Agency/ Firm.
6. Stationary required for submitting daily/ weekly / monthly / yearly report shall be provided by the Agency/ Firm.
7. Failure to comply any of the above clauses or due to unsatisfactory performance as observed by Engineer-in-charge, the contract shall be terminated at any stage without assigning any reason thereof.
8. The Agency/ Firm shall be responsible for any injury or accident to the labour during maintenance work and claim shall be given by the Agency/ Firm.
9. The Agency/ Firm staff shall mark their attendance in face recognition biometric machine daily, kept with the representative of Engineer-in-charge.
10. Any damage caused during maintenance work of the equipment of any Institute property shall be made by the Agency/ Firm on his own cost.
11. The Agency/ Firm will not delay in making payment to the staff beyond 7th days of each month.
12. The Firm will be required to submit the photo copy of the cheques / RTGS statement issued to the staff deputed under this contract after making payment of their monthly salary with Bank clearance along with pay slips. Payment to the firm shall be released on monthly basis after rendering successful service by the firm.
13. Final payment shall be released only after satisfactory completion of work.
14. The Agency/ Firm shall clean the site thoroughly to the entire satisfaction of Engineer-in-charge.
15. The Agency/ Firm / his supervisor will be bound to signature the site order book & carry out instructions giving their in.
16. All payments shall be made monthly & no advance payment will be made.
17. Deviation can occur upto 50% of tender cost per annum on excess side only after prior approval of Engineer-in-charge. Negative deviation is permissible as per directions of Engineer-in-charge.
18. Final payment shall be released only after satisfactory completion of work.
19. The rates quoted by the Agency/ Firm shall be taken as net and nothing extra shall be paid on any account i.e. Royalty, Cartage, Sales Tax & stacking of material required at places etc.

20. **The rates for different items of work shall apply for all Heights & Depths, Leads & Lifts unless otherwise specified in the agreement or specifications applicable in the agreement. The Agency/ Firm must visit site (internal or external) area before quoting rates.**
21. **No labour camp/ huts of Agency/ Firm shall be allowed in IIT Campus.**
22. **ESI & EPF shall be reimbursed as per norms on production of original receipt of ESI & EPF from Agency/ Firm specific to this work**.

C ……. Nil.
I ……. Nil.
O ……. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

IITD -2010 CORRECTION SLIPS

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

	Existing	Modified
Reference	**Existing Provision**	**Modified Provision**
Clause 3 (vii)	If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering.	If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering **or commits breach of Integrity Agreement.**
Reference	**Existing Provision**	**Modified Provision**
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 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 Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main works except as hereafter provided.	**CLAUSE 12** The Engineer-in-Charge shall 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 Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main works except as hereafter provided. **The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.50 times 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 15 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 15 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.

C …….. Nil.
I …….. Nil.
O …….. Nil.

JE(C) **AEE(C)** **E.E. (CD-II)**

		B. For Maintenance including works of upgradation, aesthetic, special repair, addition/ alteration: **In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.** **Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.**
Deviation, Substituted Items, Pricing	In the case of substituted items (items that are taken up with partial substitution or lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall 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) **B. For Maintenance including works of upgradation, 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	**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

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	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.	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 upgradation, 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 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.	12.3 **A. For Project and original works:**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 upgradation, aesthetic, special repair, addition/ alteration:** In the case of decrease in the rates **Prevailing in the market** of items for the 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.

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CPWD-6	**14**.The Tender of the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders / ninety days from the date of opening of financial bid in case Tenders are invited on 2/3 envelope system (strike out as case may be) if any Tenderer withdraws his tender before the said period or issue of letter of acceptance of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to th department, then the Government shall, without prejudice to any other right or remedy, if the said earnest money as aforesaid, Further the tenderer shall not be allowed to participate in the retendering process of the work.	**CPWD-6** 14.The Tender of the work shall remain open for acceptance for a period of one hundred twenty (120) days from the date of opening of financial bid in case Tenders are invited on 2 envelope and if any Tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, if the said earnest money as aforesaid, Further the tenderer shall not be allowed to participate in the retendering process of the work.
CPWD-6 for e tendering:-	**11.** 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 cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at call receipt of any scheduled bank /Bankers's cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay Order of any Scheduled Bank of any Scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.	**11. The contractor whose bid is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the bid amount within the period specified in Schedule 'F'. This guarantee shall be in form of Deposit at call receipt of any scheduled bank /Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay Order of any Scheduled Bank of any Scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The Contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO,**

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		ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) Within the period specified in schedule in Schedule F.
Clause 7A	No Provision	**No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, Whatever applicable are submitted by the contractor to the Engineer-in-Charge.**
Clause 19	The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid license until completion of the work.	The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid license until completion of the work. **The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.**
Schedule F Clause 1	(i)Time allowed for submission of performance Guarantee from the date of issue of letter of acceptance…….days.	(i)Time allowed for submission of performance Guarantee , **Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, 'ESIC and BOCW Wefare Board or proof of applying there**of immediately after date of issue of letter of acceptance.
Schedule F Clause 7A	No Provision	**As per tender notice.**

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I.I.T. Delhi

Name of work :- A/R & M/O Sanitation works during the year 2022-2023.

Sub Head : - Fogging operation at IIT Delhi for 06 months.

S. No	Description of Items	Unit	Qty.	Rate		Amount
				In figure	In word	
1	Fogging operation by hand operated pulse fogging machine or machine as per guideline by WHO/NVBDCP/MCD for vector control including labour, diesel, petrol & required insecticide etc. Chemical to be used:- Cyhenothrin 5% EC or equivalent approved by NVBDCP. Dilution Rate: 7 ml of chemical in 1 ltr mixed in diesel. Diesel/Petrol/Chemical to be used in one fogging operation. 1. Diesel : 10 Ltr. 2. Petrol : 2.00 Ltr. 3. Chemical : 70 ml Timing of fogging:- 5.00PM to 7.00 PM as per Schedule provided by IITD (02 Fogging Machine to be deployed per day by the Agency)	Per Operation	364.00			
	Total					

Special Conditions:-

1. Engineer-in-charge may foreclose the work whenever desired, in such eventually, payment of gross work done upto foreclosure date, PG of the contractor shall be refunded, but no payment on account of interest, loss of profit of damages etc. or any other claim shall be payable at all. Security deposit shall be released after completion of defect liability period starting from foreclosure date.
2. No labour huts shall be allowed in IIT campus and nothing shall be paid extra on this account.
3. The contractor should visit the site of work before quoting the rates.
4. No labour to stay in IIT Campus nothing shall be paid extra on this account.
5. Site shall be made available as and when available.
6. The rates for different items of work shall apply for all Heights & Depths, Leads & Lifts and nothing extra shall be paid on these accounts.
7. Site shall be available in parts or phases as per direction of Engineer-in-charge & nothing extra on this amount shall be paid to contractor.
8. Quoted rates of agency shall be inclusive of GST & exclusive of ESI & EPF failing with contractor shall be debarred from the IIT Delhi as par IIT Delhi norms.
9. **The rates should be without ESI/EPF and contractor shall be required to deposit ESI & EPF for the above work & submit original receipt as proof of payment of ESI & EPF particular to this work to the department. Employer share of ESI & EPF shall be reimbursed to the contractor separately.**

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