

# **Notice Inviting Tender**

A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi.

Sub-Head: - Horticulture Maintenance Works.

Civil work amount : Rs. 12,76,250/-

# (WORKS DEPARTMENT)

# INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI

#### **IITD WORKS (SP-4941)2025**

#### **INDEX**

<u>Name of work:</u> - A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi.

Sub-Head: - Horticulture Maintenance Works.

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It is certified that this document contains three parts i.e. Part A, Part B & Part C containing page no. 1 to 52.

**Assistant Engineer (Civil)** 

NIT approved for Rs. 12,76,250/- (Rupees Twelve Lakhs Seventy-Six Thousand Two Hundred Fifty only)

**Executive Engineer (CD-I)** 

EE (CD-I)

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

#### **Notice Inviting e -Tender**

The Executive Engineer (CD-I), IIT DELHI, HAUZ KHAS, New Delhi-16 (Phone No 011-26596851) on behalf of Board of Governors invite online Item Rate Tender from Firms/ Contractors Registered in appropriate class and category under Horticulture, any one of CPWD/MES/ BSNL/ Railways of the following work:

NIT No.	:	155/IITD/EE(CD-I)/2024-25
Name of Work	:	A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi.
Sub-Head	:	Horticulture Maintenance Works.
Estimated cost	:	Rs. 12,76,250/-
Earnest Money	:	Rs. 25,525/-
Performance Guarantee	:	5% of Tendered value
Security Deposit	:	2.5% of Tendered Value
Period for completion	:	45 Days
Last date & time for submission	:	06/03/2025 upto15.00 Hrs.
of bids		
Date & Time of opening of Bids	:	07/03/2025 at 15.00 Hrs.

The bid forms and other details can be obtained from the website <u>www.iitd.ac.in</u> or e-Procure.gov.in free of cost. For more clarification you may visit on above website.

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

#### <u>Budget Head:- 31.06.70</u>/(Civil Maintenance of Sonipat Campus) Work Code:- 2021/007/0429 Copy to: -

- 1. Executive Engineer (CD-I) for information.
- 2. D.A. (Works Accounts)
- 3. D.R. (A/Cs) for opening of uploaded documents on 07/03/2025 at 15:00 Hrs. in the office of D.R. Store
- 4. Notice Boards.
- 5. Office Copy
- 6. Web site Administrator, I.I.T.D.

#### PART 'A' INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS: NEW DELHI – 110016 IITD/WORKS (SP-)/2025 INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING (Tender Notice)

4

The Executive Engineer (CD-I), IIT DELHI, HAUZ KHAS, New Delhi-16 (Phone No 011-26596851) on behalf of Board of Governors invite online Item Rate Tender from Firms/ Contractors Registered in appropriate class and category under Horticulture, any one of CPWD/MES/ BSNL/ Railways of the following work:

SL. No.	NIT No.	Name of Work	Estimated Cost (in Rs.)	Earnest Money (in Rs.)	Tender Fees (in Rs.)	Time for Completion
1	TD/EE(CD-I)/2024	A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi. Sub-Head:- Horticulture Maintenance Works.	12,76,250/-	25,525/- (To be returned after deposition of P.G)	Nil	45 Days

Last date and time of submission of financial & Technical bid : 06/03/2025 upto 15:00 Hrs. (on line)

Date and time of opening of Technical bid : 07/03/2025 at 15:00 Hrs. (office of D.R Store) 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 5% of the tendered amount in the form of Bank Guarantee or F.D.R. from a Nationalized/Scheduled Bank within 15 days of issue of letter of intent before award of work. In case of failure by the Contractor to 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 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.
  - Firms/Contractors must have completed satisfactorily one similar work of value not less than Rs. 10,21,000/-or two similar works each of value not less than Rs. 7,65,800/-or three similar works each of value not less than Rs. 5,10,500/- during last 7 years ending on previous day of last date of submission of bid.
  - Earnest money of Rs. 25,525/-in the form of Banker's cheque or Demand draft or fixed deposit receipt of a schedule bank drawn in favour of Registrar, I.I.T. Delhi. No relaxation in EMD will be allowed for MSMEs and MSEs as per CPWD Manual.

#### **3.** Similar work for this means Gardening & Plantation

#### or

Maintenance /Development work of Horticulture by engaging necessary horticulture manpower, material, and equipment etc.

- **4.** 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.
- 5. Information and Instructions for bidders posted on website shall form part of bid document.

- 6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. In free of cost.
- 7. Completion certificates issued by an officer not below the rank of Executive Engineer of similar works completed by the Agency.
- 8. Work means only work under Government/ Central Public Sector Undertaking / State Public Sector Under Central Autonomous bodies/ State Autonomous bodies/ City Development Authority/ Municipal Cooperation of City formed under any act by Central/ State Government and published in Central/ State Gazette.
- **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.** Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website
- 12. The intending bidder must have valid class-III digital signature to submit the bid.
- **13.** On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 14. Contractor can upload documents in the form of JPG format and PDF format.
- **15.** 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).
- **16.** The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- **17.** In e-Tendering intending bidder can quote his rates in figures only. The rates in words against amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures will be taken as final.
- 18. 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 favor of Registrar IIT Delhi to be deposited with <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> / NEFT facility.
- **19.** 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.
- **20.** The following undertakings in this regard shall be up-loaded by the intending bidders:
  - (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) "I/we have quoted our rates including GST@18%. I will submit the B2B challan for reimbursement of the GST part failing which, Institute may hold/ recover the GST amount from my running account/ final bill."
- 21. 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.

- 22. 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.
- **23.** When bids are invited in two /three stages systems and if it is desired to submit revised financial bid it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid Not applicable.

#### 24. The bid submitted shall become invalid if:

- a. The bidder is found ineligible if he fails to upload **documents from 1 to 10 on tender** notice page 6.
- 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 etc.
- c. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
- d. The lowest bidder does not deposit physical EMD within a week of opening of tender.
- e. The Bidder does not upload ESI & EPF Registration.
- **25.** Bid validity shall be **75 days** from last date of submission of bid.
- 26. Rate of bidders shall be considered inclusive of GST.

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

- 1. Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/FDR of any Scheduled Bank against EMD/ online submission.
- 2. Enlistment order of contractor.
- 3. Certificate of work experience.
- 4. Certificate of Registration for GST and acknowledgement of up to date filed return of GST.
- 5. Affidavit on Rs.100/- Non judicial Stamp as per Notice Inviting Tender Condition 1.3 at page 8 of NIT. (Stamp Paper shall be purchased/ notarized between date of publishing and last date of submission of bids beside this NIT/Tender ID and name of work must be mentioned on the affidavit).
- 6. Acceptance to execute INTEGRITY PACT.
- 7. Undertaking as per 'SI. No. 20 on page No. 5' on firm's letter head.
  - (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) I/we have quoted our rates including GST@18%. I will submit the B2B challan for reimbursement of the GST part failing which, Institute may hold/ recover the GST amount from my running account/ final bill."
- 8. ESI & EPF registration.
- 9. FORM "F" (Duly filled with all required details).
- 10. In case of Partnership firm if all the papers of tender not signed by all the partners than a power of attorney authorizing the person who has signed the tender paper must be uploaded with the tender documents.
- 11. Annexure-I (duly filled & signed by the bidders)
- 12. Annexure-II (duly filled & signed by the bidders)
- 13. Annexure-III (duly filled & signed by the bidders)

Note: - All Documents mentioned S.N-1 to 10 are mandatory for technically qualifying and Document mentioned 11 to 13 are not mandatory.

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

<u>Budget Head:- 31.06.70/(Civil Maintenance of Sonipat Campus)</u> Work Code:- 2021/007/0429

Copy to: -

- 1. Executive Engineer (CD-I) for information.
- 2. D.A. (Works Accounts)
- 3. D.R. (A/Cs) for opening of tenders on 07/03/2025 at 15:00 Hrs. in the office of D.R. Store
- 4. Notice Boards.
- 5. Office Copy
- 6. Web site Administrator, I.I.T.D
- 7. NIT Publicity on Website on Institute as well as on CPP portal <u>http://eprocure.gov.in</u> may be ensured as per instruction issued.
- 8. E-tendering Web. http://eprocure.gov.in/eprocure/app or www.iitd.ac.in

#### INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS: NEW DELHI – 110016 <u>IITD-6 FOR e-TENDERING ANDTERM&CONDITIONS</u>

Item rate tenders are invited on behalf of Board of Governors from contractors/firms engaged/ register in appropriate category having completed work in appropriate category for the **work** as per tender notice.

- 1. 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 <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> or itd.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-I), 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 : <u>http://eprocure.gov.in/eprocure/app.</u>

- 10. The bid submitted shall become invalid if:
  - a. The bidder is found ineligible if he fails to upload documents from 1 to 10 on tender notice page 6.
  - 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 etc.
  - c. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
  - d. The lowest bidder does not deposit physical EMD within a week of opening of tender.
  - e. The Bidder does not upload ESI & EPF Registration.
- 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 5% (Five 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 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 irrevocable Bank Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 13. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their 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 Seventy Five (75) days from last date of submission of bid, 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 10 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 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-I) IIT Delhi, Hauz Khas New Delhi - 110016

## **NOTICE INVITING TENDER**

11

#### **INDIAN INSTITUTE OF TECHNOLOGY DELHI**

#### HAUZ KHAS, NEW DELHI-110016

#### Terms & Conditions

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

Details of the item	As per Tender Notice
Earnest Money Deposit to be submitted	Rs. 25,525/-/-
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 <u>http://eprocure.gov.in/eprocure/app</u>.Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <u>http://eprocure.gov.in/eprocure/app</u>. 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 <u>http://eprocure.gov.in/eprocure/app</u> 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).

# **Schedule**

12

Name of Organization		Indian Institute of Technology, Delhi
Tender Type (Open/Limited/EO	I/Auction/Single)	Open
Tender Category (Services/Good	<b>Q</b> .	Works
Type/Form of Contract (Work/S		Works
Auction/Service/Buy/Empaneln		
Product Category (Civil Works/ Works/Fleet Management/ Com		Civil Works
Source of Fund (Institute/Projec	t)	31.06.70 <mark>/(Civil Maintenance of Sonipat Campus)</mark> (2021/007/0429 <mark>)</mark>
Is Multi Currency Allowed		No
Date of Issue/Publishing		24/02/2025 (15.00 Hrs)
Document Download/Sale Start	Date	24/02/2025 (15.00 Hrs)
Document Download/Sale End	Date	06/03/2025 (15.00 Hrs)
Date for Pre-Bid Conference		Nil
Venue of Pre-Bid Conference		
Last Date and Time for Uploadi	ng of Bids	06/03/2025 (15.00 Hrs)
Date and Time of Opening of Te	echnical Bids	07/03/2025 (15.00 Hrs)
Tender Fee	Nil	(To be paid through RTGS/NEFT. IIT Delhi Bank details are as under:
EMD	Rs. 25,525/-/-	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 (180/120/90/75/60/30)		75 days (From the last date of Submission of bid)
Address for Communication		Office of the Executive Engineer (CD-I), Room No. AD- 117A, Academic Building, IIT Delhi, Hauz Khas, New Delhi-110016
Contact No.		011-26596851
Fax No.		Nil
Email Address		eeplg@iitd.ac.in, a26897@admin.iitd.ac.in,

#### **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 (<u>URL:http://eprocure.gov.in/eprocure/app</u>). 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**

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<u>http://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

#### SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, 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.
- 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) The 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.
- 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 <u>http://eprocure.gov.in/eprocure/app</u>. 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/etoken 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.

S.No.	Specification
1.	<b>Due date</b> : The tender must 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.	<b>Preparation of Bids</b> : 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 competent authority of IIT Delhi 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
20.	Installation & Demonstration : As per Tender Notice & NIT & IITD form 8

# **Terms & Conditions Details**

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

## **Bid Submission**

## **Online Bid Submission:**

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

Following	g documents to be p	provided as single PDF file)	
Sl. No.	Documents	Content	File Types
1.		Compliance Sheet as per Annexure – I	.PDF
2.		Organization Declaration Sheet as per Annexure – II	.PDF
3.	Technical Bid	List of organizations/ clients where the same products have been supplied (in the last two years) along with their contact number(s). (Annexure-III)	.PDF
4.		Technical supporting documents in support as per Page- 6 of NIT	.PDF
id Docur	ment – 2		
Sl. No.	TYPES	Content	
1.	Financial Bid	The price bid should be submitted in Excel format.	.xls

I.I.T.D

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

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** dealing with A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi. Sub-Head:- Horticulture Maintenance Works.

- The enlistment of the contractors should be valid on the last date of submission of tenders. In case only 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 Rs.12,76,250/- This estimate, however, is given merely as a rough guide.
- **1.1.1** The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

For composite bid, besides indicating the combined estimated cost put to tender, should clearly indicates the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -

#### Criteria of eligibility for submission of bid documents.

#### **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 (value of work as mentioned in tender notice) during last 7 years ending on previous day of last day of submission of bids.

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 during last 7 years ending on previous day of last day of submission of bids.

# **1.2.2** To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in 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 Performance Guarantee.

- 2. Agreement shall be drawn with the successful bidders on prescribed Form No. I.I.T.D 7/8 which is available as I.I.T.D. Publication. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
- 3. The time allowed for carrying out the work will be **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 bid documents.

#### 4. The site is available to start the work.

- 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 www.iitd.ac.in or e-procure.gov.in 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.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice / web notice shall be scanned and uploaded to the tender website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice / web notice shall have to be submitted by the lowest bidder in the office of tendering authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited tender online fees with and earnest money deposit and other documents scanned and uploaded are found in order. The bid submitted shall become invalid &Tender fees shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents as stipulated in the bid documents.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
- 9. 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. 15000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/

Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed.

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Deposit Receipts or irrevocable Bank Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

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

16. The tender for the works shall remain open for acceptance for a period of Seventy Five (75) days from last date of submission of bid, 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.

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

a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

- b) Standard IITD Form -7/8 or other Standard IITD Form as mentioned.
- 18. 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 and the IIT Delhi shall without prejudice to any other right or remedy, the bidder shall debarred for tendering in IIT Delhi for a period of one year.

#### 19. For Composite Bid

19.1 The **Executive Engineer** [**CD-I**] shall be Engineer-in-charge of the major component and will call the bids for the composite work, Earnest Money will be fixed with respect of the combined estimate cost put to tender for the composite bid.

#### 19.2 The bid document will include the following three components: -

**Part A-** IITD-6, IITD-7 including schedule A to F for the major component of the work. Standard General Conditions of contract for CPWD 2023 as corrected/modified up to date.

**Part B** – General/Specific conditions, specifications and schedule of quantities applicable to major component of the work.

**Part C:** - Schedule A to F for minor components of the work I.E. (Institute Engineer/EE incharge of major component shall also be competent authority under clause 2 and clause 5 as mentioned as schedule A to F to major components), General/ specific conditions, specifications, and schedule of quantities applicable to minor component(s) of the work.

- 19.3 The bidder must associate himself with experienced agencies of the appropriate class eligible for bid for each of the minor component individually.
- 19.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor component of work.

19.5 After acceptance of the bid by Component authority, the EE [Civil] of the work shall issue a letter of award on behalf of the Board of Governors, IIT Delhi, After the work is awarded, the main contractor will have to enter into agreement with EE [Civil] and has to sign two or more copies of agreement.

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- 19.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 19.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of security deposit of the major component of work.
- 19.8- Running payment for the major component shall be processed by EE (CD-I).
- 19.9 Final bill of whole work shall be finalized and paid by the EE (CD-I).

#### INTEGRATY PACT e-TENDERING

To,

·····,

Subject:- A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi. Sub-Head:- Horticulture Maintenance Works.

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NIT No. 155/IITD/EE(CD-I)/2024-25

Dear Sir,

It is hereby 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-I)** 

#### ACCEPTANCE TO EXECUTE INTEGRITY PACT

(To be signed by bidder and upload the scanned copy)

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

> Subject: - A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi. Sub-Head:- Horticulture Maintenance Works.

Dear Sir,

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

#### **INTEGRATY PACT e-TENDERING**

I.I.T.D

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

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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-I) 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)

(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.

INTEGRATY PACT e-TENDERING I.I.T.D	INTEGRATY PACT e-TENDERING	I.I.T.D
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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.
- 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.

#### **INTEGRATY PACT e-TENDERING**

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.

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- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent 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.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action, or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

#### Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit**: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability**: If the Principal/Owner obtains knowledge of conduct 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.
- 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 09 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 Headquarters 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.

INTEGRATY PACT e-TENDERING	I.I.T.D

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: Date:

#### BANK GUARANTEE BOND

#### I.I.T. D

#### Form of Earnest Money Deposit / Bank Guarantee Bond

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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 either up to the above amount or part thereof 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 upto 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 .....

WITNESS.....SEAL

#### SIGNATURE OF THE BANK

# (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.

EE (CD-I)

#### **PERFORMANCE GUARANTEE**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 Days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the BOG is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay BOG any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv). In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BOG.

# FORM "F"

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## **STRUCTURE & ORGANISATION**

1.	Name & Address of the bidder			
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 and Registration No.			
	1.			
	2.			
	3.			
5.	Name and tiles of Directors & 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/ blacklisted for tendering in any organization			
	at any time? If so, give details			
9.	Past work experience in IIT Delhi will be considered in deciding the Technical bid !			

Signature of Bidder(S)

#### ANNEXURE-I COMPLIANCE SHEET

#### **TECHNICAL SPECIFICATION:**

S.No.	Technical Bid Requirement As per Tender Notice & NIT & IITD form 8	Compliance Y/N
1	Demand Draft/Pay order or Banker`s Cheque /Deposit at Call Receipt/FDR of any Scheduled Bank against EMD.	
2	Enlistment order of contractor.	
3	Certificate of work experience.	
4	Certificate of Registration for GST and acknowledgement of up to date filed return of GST.	
5	Affidavit on Rs.100/- Non judicial Stamp as per Notice Inviting Tender Condition 1.3 at page 8 of NIT. (Stamp Paper shall be purchased/ notarized between date of publishing and last date of submission of bids beside this NIT/Tender ID and name of work must be mentioned on the affidavit).	
6	Acceptance to execute INTEGRITY PACT.	
7	<ul> <li>Undertaking as per page-5/ Sl. No. 20' on firm's letter head.</li> <li>(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"</li> <li>(b) I/we have quoted our rates including GST@18%. I will submit the B2B challan for reimbursement of the GST part failing which, Institute may hold/ recover the GST amount from my running account/ final bill."</li> </ul>	
8	ESI & EPF registration.	
9 10	FORM "F" (Duly filled with all required details).	
-	Annexure-1 (Dully Filled & signed by the bidders)	
11	Annexure 2 (Dully Filled & signed by the bidders)	
12	Annexure 3 (Dully Filled & signed by the bidders)	
13	In case of Partnership firm if all the papers of tender not signed by all the partners than a power of attorney authorizing the person who has signed the tender paper must be uploaded with the tender documents.	
14	Any other documents given in NIT	
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. : \_\_\_\_\_

EE (CD-I)

#### << 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 8Tender.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	NAME & ADDRESS of the Vendor/ Manufacturer / Agent
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.	
1. Phone	
2. Fax	
3. E-mail	
4. Contact Person Name	
5. Mobile Number	
6. GST Number	
7. PAN Number	
8.(In case of on-line payment of EMD)	
UTR No. (For EMD)	

(Signature of the Tenderer)

Name:

Seal of the Company

#### Annexure-III

## List of Govt. Organization/Deptt.

Name of the organization	Name of Contact Person	Contact No.

Signature of

Bidder Name:	
Designation:	
Organization Name:	

Contact No. :

I.I.T.D

# PART-B

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#### INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI - 110016 Item Rate Tender & Contract for Civil Work

Tender for the work of A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi.

#### Sub-Head:- Horticulture Maintenance Works.

To be submitted by as per tender notice to

•••••	 	• • • • • • • • • • • • • • • • • • • •

(i) To be opened in presence of bidders who may be present at **as per tender notice** 

in the office of **D.R.** (Store)

. . .

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 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.

We agree to keep the tender open for Seventy-Five (75) days from last date of submission of bid.

A sum of **as per tender notice** is hereby forwarded in Banker Cheque or Demand Draft or Fixed Deposit receipt of a schedule bank drawn in favour of IIT 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 12.5 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.I.T.D – 7/8 e-TENDERING
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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 there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

# I.I.T.D – 7/8 e-TENDERING

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

#### **PROFORMA OF SCHEDULES**

I.I.T.D

# SCHEDULES (A to F)

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# (For Horticulture Maintenance)

#### **SCHEDULE 'A'**

Schedule of quantities as attached.

# 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 by the contractor.

S.No.	Description	Hire charges per day	Place of Issue			
1	2	3	4			
NIL						

#### SCHEDULE 'D'

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

# SCHEDULE 'E'

Reference	to	General	Conditions	of	:	GCC for Maintenance work 2023 for
contract						CPWD works along with correction on
						slips/ amendments issued up to last date
						of submission of bid.

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Name	of Work	:	A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi. Sub-Head:- Horticulture Maintenance Works.	
Estima	ated cost of work:	:	Rs. 12,76,250/-	
Earnes	st Money:	:	Rs. 25,525/-/-	
Performance Guarantee		:	5% of tendered Value	
Security deposit		:	2.5 % of tendered value	
SCHEDUI	LE 'F'			
GENERAI	L RULES & DIRECTIONS:			
1.	Officer inviting tender	:	Executive Engineer [CD-I]	
of wor are to l	kimum percentage for quantity of items of the executed beyond which rates be determined in accordance with uses 12.2 & 12.5	:	Clause 12	
Definitions	:			
2(i)	Engineer-in-Charge	:	Executive Engineer [CD-I]	
2(ii)	Accepting Authority	:	Executive Engineer	
2(iii)	Percentage on cost of materials and	:	15%	

- 2(iii)
   Foreentage on cost of materials and Labour to cover all overheads and profits:

   2(iv)
   Standard Schedule of Rates:
   :
   Based on Market Rate Items.
- 2(v) Department : Works department at I.I.T Delhi.
- 2(vi) Standard IITD Form & CPWD, GCC for Maintenance work 2023, modified & corrected up to last date of submission of bid.

Clause 1 (i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of	:	15 days
(ii)	Acceptance Maximum allowable extension with late fee @ 0.1 % per day of Performance guarantee amount beyond the period provided in (i) above,	:	<mark>05 days</mark>
Clause 2 Authority Delay:	for fixing compensation under	:	Institute Engineer
Clause 5			
Number of	f days from the date of issue	:	10 days or earlier as per direction of
of letter o	f acceptance for reckoning date of start	•	Engineer-in-charge

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# **MILESTONE CHART**

Sl. No.	Description of milestone (financial terms)	Period for completion from date of start in days/months	Withheld amount for non- achievement of milestone.
1	Nil		
2	Nil		
3	Nil		
4	Nil		

	Allowed for execution of work Authority to decide:	:	45 Days
(i)	Extension of Time	:	Executive Engineer
(ii) (iii)	Rescheduling of milestones Shifting of Date of start in case of	:	Executive Engineer
	Delay in handing over of site	:	Executive Engineer
Claus	se (6)	:	Applicable (Computerized MB)

#### 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:

#### Clause -7A

No running account bill shall be paid for the work till the applicable labour licences, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

#### Clause 10A

List of testing equipment to be provided by	:	Not Applicable
the contractor at site lab		
Clause 10B	:	Not Applicable

# Clause 10C

Component of labour expressed as percent of value	e of work:.
Clause 10CA	:

S. No.	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* (July 2023)			
1.	Cement					
2.	Cement	Not Applicable				
3.	Reinforcement bars					
4.	Structural steel					

:

Minimum Rs. 6.00 Lakhs

As per Institute Policy

25%

**Not Applicable** 

# **Clause 10CC**

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

# Clause 11

Specifications execution of wor	be	followed	for	:	Horticulta slips Specificat bid submi Detailed 1 specificat	ure Work & tions upto ission/upl nomenclations for n	tions 2020 for with correction manufacturers the last date of oading of tender. ture of items & market rate items
					as per Eng	gineer-in-	charge

### Clause 12

	Type of work		Horticulture Maintenance work
12.2 & 12.5	Deviation limit beyond which clauses 12.2 & 12.5 shall apply for building work	:	100%
12.5 (I)	Deviation Limit beyond which clauses 12.2 & 12.5 shall applicable for foundation work (Except items mentioned in earthwork subhead of DSR and related items)	:	100%
12.5 (II)	Deviation Limit for Items in earth work subhead of DSR and related items		100%
Clause 16 Compet	ent Authority for deciding reduced rates	:	Institute Engineer
Clause 18			
	andatory machinery, tools & be deployed by the contractor at site	:	As per requirement

# Clause 25

Not Applicable

Constitution of Dispute Redressal Committee (DRC)					
Chairman					
Member	NIL				
Member					

# Note: The above constitution of the Dispute Redressal Committee is subject to change, for which necessary notification shall be issued by the competent authority of the department, if required.

# Clause 32

Requirement of Technical Staff(s) & Recovery Rate

Cost of Work (Rs. In Crore)	Requirement St Qualification	Minimum Experience (Years)	Designation	Rate at which recovery shall be made from the Contractor in the event of not fulfilling provision of clause 32
		NIL		

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

Diploma Holder with a minimum of 10 years relevant experience with a reputed construction company can be treated at par with graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50 % of requirement of degree Engineer.

# Clause 38

i)	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023 with up-to-date correction printed by C.P.W.D.					
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. (Three percent)				
	For works with estimated cost put to tender more than Rs.5 lakh	2% plus/minus. (Two percent)				
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 (Two percent)				
d)	All other materials					
e)	Schedule for determining theoretical consumption of Brick work on the basis of DSR 2023					

# SPECIAL CONDITIONS

- 1.0 Non-Judicial stamp paper worth **Rs. 100/- (Hundred Rupees only**) will be submitted by the contractor, which will have to be signed as token of acceptance.
- 2.0 No T & P would be supplied by the Institute and contractor will have to make his own arrangement.
- 3.0 The contractors are advised to get acquitted with the proposed work including specifications & its site and additional conditions carefully before quoting. No claim of any sort shall be entertained or account of any site conditions and ignorance of specifications & additional conditions. The work shall be carried out as per the availability of site.
- 4.0 The work shall be carried out as per CPWD specifications for civil and electrical work with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the specification, additional conditions where specifications are silent, the decision of Engineer-in-Charge shall be final and binding on contractor.
- 5.0 The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e Royalty, Cartage, GST & stacking of material required at places etc. The rates for different items of work shall apply for Heights & Depths, Leads & Lifts unless otherwise specified in the agreement or specifications applicable in the agreement.
- 6.0 Any damage done by the contractor to any existing item / any part of the building during the course of execution of work shall be made good by at his own cost.
- 7.0 Articles manufactured by the reputed firms as per approved make list and as approved by Engineer-in-charge shall only be used at work.
- 8.0 The sample of material required in the work brought at site shall be submitted prior Technical specification of individual item and got approval of material from Engineer –in-Charge before use in execution of work.
- 9.0 The sample of material required for Testing shall be provided at free of cost by the contractor. All other expenditure to be incurred for taking sample, conveyance, packing and testing charges etc. shall be borne by the contractor.
- 10.0 The contractor shall submit a detailed program of work within **10 days** of the date of award of work. The Engineer in- Charge can modify the program and the contractors have to work accordingly.
- 11.0 The contractor shall make his own arrangement for getting the permission with respect to trucks from the Traffic Police.
- 12.0 No payment shall be made to contractor for any damage caused by the rain, snowfall or any other natural causes what so ever during the execution of work.
- 13.0 Some restrictions may be imposed by the security staff of IIT Delhi etc. on the working and or movement of labour & material. No labour camp/ huts shall be allowed on Sonipat Campus of IIT Delhi. The contractor shall make his own arrangement for labour huts outside the campus. However, constructions of cement godown and Chowkidar's hut in the Campus shall be permitted. The contractor shall be bound to follow all such restrictions/ instructions and nothing shall be payable on this account.
- 14.0 The contractor shall be fully responsible for the safe custody of the material issued or brought at site by him for doing the work.
- 15.0 The Malba / Garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed off by the contractor to the approved dumping site of MCD and all statutory approvals from local bodies shall be a sole responsibility of contractor.
- 16.0 The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipment's left out of his work & dress the site around the building to the complete satisfaction of the Engineer-in-Charge before the work is treated as completed.
- 17.0 Contractor has to quote against the item of schedule of credit of material. The contractor cannot quote either minus rate or Zero rate for these items.

- 18.0 Income tax and other taxes as applicable shall be deducted from the bills of contractor.
- 19.0 1% labour cess or as applicable will be deducted from the bills of contractor.
- 20.0 Water charges @1% and Electricity charges @ 0.50% of gross work done shall be deducted from bills of contractor if electricity and water provided by IIT Delhi.
- 21.0 Agency has to take proper safety major during the execution of work.
- 22.0 GCC form 7/8 shall form part of NIT and the bidder shall go through GCC 2023 CPWD before quoting rates and the same shall be deemed to be accepted by bidder if he participates in the tender.
- 23.0 ESI & EPF shall be reimbursed as per norms on production of original receipt of ESI & EPF from contractor specific to this work.
- 24.0 The contractor shall submit the programmer of execution of work as per clause 5 of GCC of IIT form 7/8 of NIT including list of workers to be deployed by contractor for this work.
- 25.0 Contractor shall be responsible for keeping site free of any kind of mosquito breeding. If it is found that breeding is taking place the entire responsibility shall be of contractor to bear challan etc. done by local bodies.
- 26.0 The contractor should quote the rate of the item including GST as per statutory rules.
- 27.0 The height of plants/ saplings will be measured leaving the root portion.
- 28.0 The foliage plants should be well established with good spread.
- 29.0 The main stem or trunk should be strong enough up to the required height.
- 30.0 Grass with selection No. 1 Doob grass including cost of supply and spreading of sludge, dump manure, good earth in required thickness, watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn, free from weeds and fit for mowing as per direction of officer-in-charge. (Nothing shall be paid extra on this account.)

#### 49

### FORM OF WATER PROOFING WORKS GUARANTEE BOND ON STAMP PAPER

This agreement made this.....day of two thousand... between

M/s.....(hereinafter called the Guarantor of the one part) and the BOG IIT Delhi (hereinafter called the Govt. of the other part).

Whereas this agreement is supplementary to the contract (hereinafter called the Contract) dated.....made between the Guarantor of the one part and Govt. of the other part, whereby the contractor inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

And whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain waterproof for **Five years** to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such members as may be damaged by water and in case of any other defect being found he shall render the building waterproof at his cost to the satisfaction of the Engineer-in- Charge and shall commence the works of such rectification within seven days from the date of issuing notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk and in the latter case the decision of the Engineer-in-charge as to the cost, recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-charge will be final and binding on the parties.

In witness whereof of these presents have been executed by the Obligor...

.....

and

by..... For and on behalf of the BOG IIT Delhi on the day, month and year first above written.

SIGNED, SEALED and delivered by OBLIGOR in presence of- 1. 2.

SIGNED for and on behalf of BOG IIT Delhi by..... in the presence of-1.

2.

Blanks to be filled by Contractor/EE(CD-I)

# 56 BID SUBMISSION

# **ONLINE BID SUBMISSION**

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

Sl. No.	Documents	Content	File Types
1.	Technical Bid	Demand Draft/Pay order or Banker`s Cheque /Deposit at Call Receipt/FDR of any Scheduled Bank against EMD.	Types .PDF
2.	-	Enlistment order of contractor.	.PDF
3.	-	Certificate of work experience.	.PDF
4.		Certificate of Registration of GST and acknowledgment of up to date field return of GST.	.PDF
5.	-	Affidavit on Rs.100/- Non judicial Stamp as per Notice	.PDF
		Inviting Tender Condition 1.3 at page 8 of NIT. (Stamp	
		Paper shall be purchased/ notarized between date of	
		publishing and last date of submission of bids beside this	
		NIT/Tender ID and name of work must be mentioned on	
		the affidavit).	
6.		Acceptance to execute INTEGRITY PACT.	.PDF
7.		<ul> <li>Undertaking as per on firm's letter head.</li> <li>(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"</li> </ul>	.PDF
		(b) I/we have quoted our rates including GST@18%. I will submit the B2B challan for reimbursement of the GST part failing which, Institute may hold/ recover the GST amount from my running account/ final bill."	
8.		ESI and EPF Registration.	PDF
9.		FORM "F" (Duly filled with all required details	.PDF
10		In case of Partnership firm if all the papers of tender not signed by all the partners than a power of attorney authorizing the person who has signed the tender paper must be uploaded with the tender documents.	PDF
11	1	Annexure-I (duly filled & signed by the bidders)	PDF
12	-	Annexure-II (duly filled & signed by the bidders)	PDF
13	-	Annexure-III (duly filled & signed by the bidders)	PDF
14	4	Any other documents specified in NIT	PDF
nvelope	<u> </u> -2		
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted in BOQ format.	.Xls

All the above documents shall be as per Tender Notice.

# PART 'C'

51

#### SCHEDULE OF QUANTITY

Name of work:- A/R & M/O Buildings services and improving appearance of campus by plantation, flowering and grasses etc. for developing green environment at Sonipat Campus of IIT Delhi.

#### Sub-Head:- Horticulture Maintenance Works.

S.No	Description	Unit	Qty.	Rate Rs. (Inclusive of GST)	Amount Rs.
1	Grassing with selection No. 1 Doob grass including watering and maintenance of the lawn for 30 days or free from weeds and fit for mowing including supplying good earth.	Sqft	15000		
2	Hedges of having 10" to 12" inch height with fresh and healthy.	Each	4000		
3	Foxtail palm well developed with fresh & healthy foliage of ht. 7 to 8 feet.	Each	100		
4	Acalypha green well developed, fresh & healthy with good foliage, multi branch 3 to 4 feet ht.	Each	100		
5	Ficus Lyrata of height 5 to 7 feet with 8-10 branches and healthy foliage, well formed.	Each	10		
6	Roses having ht. 1 feet & above with 5 to 6 leaves, well developed, fresh and healthy.	Each	80		
7	Tikoma having ht. 3 to 5 feet & above with 5 to 6 leaves, flowers, well developed, fresh and healthy.	Each	100		
8	Hibiscus rosasinensis of height 3 to 5 feet with 5-6 branches, leaves, well developed, fresh and health.	Each	50		
9	Champa (Red Champa) of height 5 to 7 feet with 5 to 6 leaves, flowers, well developed, fresh and healthy.	Each	50		
10	Ficus Panda of height 3 to 4 feet with 4-6 branches and healthy foliage, well formed.	Each	75		
11	Indoor Plants (different varieties) in couryard area of height 2 to 3 feet with 4-6 branches and healthy foliage, well formed.				
А	Dracaena	Each	100		
В	Syngonium	Each	100		
С	Money Plant	Each	100		
D	Cane Palm	Each	100		
Е	Ficus Benjamina	Each	100		
12	Indoor plants will include a 12 inch fibre planter. The mix of plants will be include beautiful plants like: Money	Each	300		

	plant, Oxycardium, Arica palm, Can palm, Scheflera, Aglaonema, Dracaena, Diffenbachia, Croton etc. of ht. 2.5 to 3 feet with 4 to 5 leaves, flowers, well developed, fresh and healthy in big poly bags of size 25 cm. these will be used to decorated the offices, reception, corridore, cafeteria etc.				
13	Ground Cover having 8 inch height with fresh and healthy variegated foliage.				
А	Kopia	Each	200		
В	Hamelia	Each	200		
С	Golden Duranta	Each	200		
D	Enermy	Each	200		
Е	Jade plant	Each	200		
14	Tapori (Casorina) of height 5 to 7 feet with 5 to 6 leaves, well developed, fresh and healthy.	Each	5		
15	Tapori (Golden Bottle Brush) of height 5 to 7 feet with 5 to 6 leaves, well developed, fresh and healthy.	Each	5		
16	Silver Oak of height 7 to 8 feet well developed, fresh and healthy.	Each	30		
17	Ficus Benjamina of height 5 to 7 feet with 6-8 branches and healthy foliage.	Each	50		
				Total Rs.	

#### **Special Conditions:**

- 1. No labour huts shall be allowed on Sonipat Campus of IIT Delhi, and nothing shall be paid extra on this account.
- 2. The contractor must visit the site of work /buildings before quoting the rates.
- 3. No labour to stay on Sonipat Campus of IIT Delhi and nothing shall be paid extra on this account.
- 4. The site shall be available as per the directions of Engineer in Charge.
- 5. The quoted rates of participating agencies shall be inclusive of GST.