INDIAN INSTITUTE OF TECHNOLOGY DELHI

REQUEST FOR EXPRESSION OF INTEREST [REoI]

Reference No. IITD/WORKS/REoI/(SP-3126) /2020

NAME OF SERVICE / WORK	**:**	**PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PLANNING, DESIGN, PROCUREMENT AND INSTALLATION OF SPECIAL ITEMS LIKE FURNITURE & EQUIPMENT FOR DIFFERENT LABS LIKE CHEMISTRY, BIO, TEXTILE, MECHANICAL, ELECTRICAL, ETC. (WHICH MAY INCLUDE TWO BSL-3 LABS AND TWO CLEAN ROOMS OF CLASS 100 TYPE) IN ENGINEERING BLOCKS AT IIT DELHI**
REoI No.	**:**	**01/IITD/EW/REoI/2020-21**
EMD	**:**	**Rs.2,40,000.00**
PERFORMANCE GUARANTEE	**:**	**Rs.6 Lakh**
CONTRACT PERIOD	**:**	**24 months**

THIS BID DOCUMENT CONTAINS PAGE 01 TO PAGE 82

REOI for the subject Work / Service is to be approved.

Member 1 Member 2 Member 3

Member 4 Member 5 Member 6

EXECUTIVE ENGINEER (ELECTRICAL)

INDEX

SR. NO.	DETAILS OF REFERENCE	:	PAGE	
			FROM	TO
1	Press Notice	:	3	3
2	Bid Synopsis	:	4	5
3	Instructions for online Bid submission	:	6	8
4	Information & instructions to bidders	:	9	25
5	Fee structures	:	26	27
6	Bid Evaluation process	:	28	33
7	Various Prescribed Format	:	34	40
8	General conditions of contract	:	41	63
9	Integrity Pact	:	64	71
10	Annexures	:	72	79
11	Price Bid	:	80	81

===PRESS NOTICE===

INDIAN INSTITUTE OF TECHNOLOGY DELHI GOVERNMENT OF INDIA

NOTICE INVITING 'REQUEST FOR EXPRESSION OF INTEREST' (REoI)

Executive Engineer (Electrical), IIT Delhi invites offers in two bids system (i.e. Financial Bid and Technical Bid) from eligible Consultant / Architectural Firms for PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PLANNING, DESIGN, PROCUREMENT AND INSTALLATION OF SPECIAL ITEMS LIKE FURNITURE & EQUIPMENT FOR DIFFERENT LABS LIKE CHEMISTRY, BIO, TEXTILE, MECHANICAL, ELECTRICAL, ETC. **(WHICH MAY INCLUDE TWO BSL-3 LABS AND TWO CLEAN ROOMS OF CLASS 100 TYPE)** IN ENGINEERING BLOCKS AT IIT DELHI. Buildings are under construction and are on the finishing stage. A number of labs have been proposed to be set up in the said buildings for which special type of FURNITURE are required.

The prospective bidders may download the REOI document from www.eprocure.gov.in or IITD Portal http://www.iitdelhi.ac.in for further details regarding the eligibility criteria, scope of work, submission of bids, conditions of contract, etc. The last date of submission is **17-09-2020** upto 1500 hrs. The Bid Security is Rs.2.4 lakhs.

Prospective applicants are also advised to regularly scan through these websites for Corrigendum / amendments etc., if any, will be notified on these websites only and no separate advertisement will be made for this.

Pre bid meeting may be conducted through online. Online queries sent through mail within a specified period of time before pre-bid meeting seeking clarifications shall be deliberated by a duly constituted committee and corrigendum, if any, shall be published on web page.

Download Tender document from following sites:

1. www.eprocure.gov.in
2. www.iitd.ac.in

INDIAN INSTITUTE OF TECHNOLOGY DELHI

REOI FOR CONSULTANCY SERVICES

1. Indian Institute of Technology Delhi Hauz Khas, New Delhi - 110016 invites tenders in two bid system (i.e. Technical bid & Financial bid) from the eligible and reputed Consultant / Architectural Consultancy firms for the following work.

REOI No.	01/IITD/EW//REOI/IE/2020-21
Name of work	PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PLANNING, DESIGN, PROCUREMENT AND INSTALLATION OF SPECIAL ITEMS LIKE FURNITURE & EQUIPMENT FOR DIFFERENT LABS LIKE CHEMISTRY, BIO, TEXTILE, MECHANICAL, ELECTRICAL, ETC. (WHICH MAY INCLUDE TWO BSL-3 LABS AND TWO CLEAN ROOMS OF CLASS 100 TYPE) IN ENGINEERING BLOCKS AT IIT DELHI AT IIT DELHI
Time allowed for completion of work.	24 Months
Date of Publishing	25/08/2020 AT 11:30 Hrs.
Last Date and time of bid submission as well as hard copies of all uploaded documents	Up to 15:00 hours on 17-09-2020
Date of opening of Technical Bid Stage-I	At 16:00 hours on 18-09-2020
Pre- Bid meeting Date	Pre bid meeting may be conducted online / in person as per the prevailing situation. Online queries sent through mail latest by **midnight of 03-09-2020** seeking clarifications shall be deliberated by a duly constituted committee, and corrigendum, if any, shall be published on web page.
Date of Technical Bid Stage-II (Presentation)	Presentation to be made by qualified Bidders in Stage-I of Technical Bid as per laid down norms (Date and Venue to be intimated later)
EMD	Rs.2,40, 000/- (Rupees Two Lakh Forty Thousand only) (To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : IITD Revenue Account SBI A/C No. : 10773572622

	Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-1)
Validity of Bid	90 (Ninety) days from the date of opening of Financial bid
Bid documents	Bid documents can be seen on the website and are to be uploaded and physically submitted (Hard Copy) along with requisite documents.
Opening of Financial Bids of Technically qualified bidders	Shall be intimated later on (Financial Bids of only up to top 3 bidders will be opened as per laid down parameters in Technical Stage-I and technical Stage-II
Address and Venue of physical submission of bids	O/o Executive Engineer (Electrical), Works Department, The Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 110016
EMD Exemption	**May be granted to NSIC / MSME registered firms who are registered for this particular type of work. However, document must be enclosed with Technical bid. Else bid will be treated as unresponsive.**
Address for communication	Executive Engineer [Electrical], Works Organisation, Hauz Khas, IIT Delhi, New Delhi – 110016
E-mail address	a26984@admin.iitd.ac.in ; a26335@admin.iitd.ac.in ie@admin.iitd.ac.in; adinfra3@admin.iitd.ac.in

2. All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in respective Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
3. Total floor area is 4 lkah sqft (approx.) BOQ shall have to be prepared within a month time after getting detailed requirement from all users. Consultant has to coordinate with the user department with a view to assess the actual requirement. Consultant has to go by the directions of the Engineer-in-charge and shall have to follow the instructions as and when given by the Engineer-in-charge.
4. Institute reserves the right to accept or reject any or all Bids without assigning any reason. No Bidder shall have any cause of action or claim against the Institute for rejection of their Bid.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

such as organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. The tenders can be moved to the respective “My Tenders” folder. This would enable the CPP portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each other, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “on-line” to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule)
4. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured [unprotected] cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been

completed, the bidder should save it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

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

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

ASSISTANCE TO BIDDERS

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

GENERAL INSTRUCTIONS TO THE BIDDERS

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

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING & SUBMISSION OF DOCUMENTS

1.0 INTRODUCTION:-

1.1 Online offers under two bids system in the prescribed forms are invited, from eligible Bidders having experience of providing Comprehensive Consultancy services for a similar type of project of Institute or elsewhere during the last 7 years ending previous day of last date of submission of tender.

1.2 Interested National entities having experience in similar nature of work and meeting the following eligibility criteria may submit their proposal:

2.0 OBJECTIVE

2.1 The broad objective of engaging Consultant is to ensure:

2.1.1 High standards of planning, design, execution and commissioning of the projects as per the requirements.

2.1.2 High standards of quality assurance in the execution of the works.

2.1.3 Completion of the works within the stipulated timeframe under the resolute actions of the consultant.

2.1.4 Comprehensive management of project implementation activities including design, construction and handing over the project to IIT Delhi and technical support during defect liability period to be carried out by different contractors. Defect liability period shall be 24 months from the date of physical handing over all the furniture to IIT Delhi.

2.1.5 Efficient execution and supervision by personnel who are experienced and skilled in management.

2.1.6 Application of optimum and consistent planning, designing, installation and implementation and dispute resolution of contracts, if any.

2.1.7 All such other actions required to be undertaken for satisfactory completion and commissioning of the project to the entire satisfaction of IIT Delhi.

2.1.8 Thorough interaction of work-section with the user departments through the consultant thus appointed.

3.0 TECHNICAL EXPERIENCE CRITERIA

3.1 Having experience of satisfactorily completing comprehensive Design & Consultancy work, in single Agreement / Work Order, in the last seven years (ending previous day of submission of bids) for any of the following similar nature of work(s) in their own name as a sole consultant or lead firm.

3.2 Work means only work with some Central Government Department / State Government Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking / City Development Authority / Municipal Corporation of City formed under any Act by Central / State Government and published in Central / State Gazette / Organisation of repute.

3.3 Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of bids.

3.3.1 Three similar works each costing not less than Rs.10 Crore, or two similar works each costing not less than Rs.14 Crore, or one similar work costing not less than 19 Crore.

3.3.2 A similar project here means “PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PLANNING, DESIGN, PROCUREMENT AND INSTALLATION OF SPECIAL FURNITURE & EQUIPMENT FOR LABS, which should include TWO BSL-3 LABS AND TWO CLEAN ROOMS OF CLASS 100 TYPE, of Integrated Campuses for Universities, Higher Education Institutions, Research and Development (R&D) institutions and other such institutional campuses.

3.3.3 The Qualifying Work(s) should be physically completed.

3.3.4 The completion certificate with certification of satisfaction of the work(s) issued by the client shall be submitted along with REoI documents by the bidder in the prescribed format.

3.3.5 Bidders shall enclose copies of letters of Award for the works duly certified clearly mentioning the scope of work handled by the bidder. These shall be duly authenticated by the client.

3.3.6 The Certifying authority of the Client Organization for these qualifying works shall not be below the rank of Executive Engineer (Electrical) for Government works and for Private Works a person holding Power of Attorney/Authorized signatory duly authorized to do so. In case of private projects, the TDS certificate for fees is to be enclosed as well.

3.3.7 Scope of similar nature of works for comprehensive Consultant / Architecture and design in all the above works should necessarily include (1) Planning (2) Designing (3) Preparation of schedule of work.

3.3.8 The bidder must have past experience of executing similar nature of work in their own firm’s name, as a single firm.

3.3.9 Joint ventures & Consortiums are not allowed

4.0 FINANCIAL CRITERIA

4.1.1 Bidders should have average annual financial turnover, from consultancy assignments, of Rs.10.0 Crore in immediate preceding consecutive three financial years, i.e. 2019-20, 2018-19 & 2017-18.

4.1.2 Bidder should have bank solvency not less than Rs.60 Lakh certified by his banker.

4.1.2.1 It may be noted here that only fee received by the bidder against Consultant / Architectural Consultancy including services work will be considered to determine the financial capacity of the bidder and not for any other activity undertaken by the firm.

4.1.2.2 Experience and financial turnover of sub-consultants/associates will not be considered for meeting the Qualifying financial / work experience requirements and criteria.

4.1.3 CQCCBS (Combined Quality Cum Cost Based Selection), with separate marking for Technical and Financial bids, would be done for the proposals received against the REOI. The details of CQCCBS selection parameters are provided in this REOI.

4.1.4 The experience and financial turnover should be in the name of the Bidder (sole firm). Experience / turnover in the name of Group Company / Subsidiary / Sister Concern / JV etc. will not be considered.

5.0 DISQUALIFICATION

5.1 Even if a Bidder meets the above criteria, Institute may disqualify the Bidder if:

5.1.1 The Bidder has:

5.1.1.1 made misleading or false representations in the forms, statements and attachments submitted; or

5.1.1.2 The Bidder gets blacklisted or debarred or restrained in the last 10 years by any Government Agency or even after submission of this REOI and while the bids are under evaluation. Bidder shall have to provide the undertaking on INR 100 stamp paper to the above effect

5.1.1.3 Submitted more than one Bid for the same work.

5.1.1.4 The bidder does not deposit EMD

5.1.1.5 If any discrepancy is noticed in the documents

6.0 BROAD SCOPE OF CONSULTANCY SERVICES

6.1 Consultancy services will consist of making Consultant / Architectural drawings, formulating schemes/designs for considering specific requirement of labs, Interior Design, Electrical works etc. including preparation of BOQ (Schedule of works) as per requirement of the client department. The Consultant has to prepare a plan, schemes, designs and drawings of proposed Labs.

	99B			**Dummy Room Nos. on different floors**	
S.No	**Floor**	**Dummy Room No.**	**Room Type (F, L, CR, LH, Lounge)**	**Length & Breadth of Room/Lab/Lecture Hall/Committee Room/Other (in Feet)**	**Name of Deptt / Centre / Occupant**
1	**Ground Floor GF Wing -1**	001	Lab-1 (G-4)	16.3 X 9.6	**Central Workshop Deptt.**
2		002	L-2 (G-1 CNC Lab)	12.4 x 9.6	
3		003	L-3 (G-2 Machine Shop)	50.2 x 9.6	
4		004	L-4 (G-3A)	20.1 x 9.6	
5		005	L-5 (G-3B)	14.9 x 9.6	
6		006	L-6 (G-4)	7.9 x 9.6	
7		008	L-7 (G-5)	4.5 x 3.4	
8	**GF Wing -2**	009	L-8 (G-6 Metal Forming Lab)	31.4 x 9.6	
9		010	L-1 (G-6 Textile Weaving Lab)	33.0 x 9.6	**Textile Deptt**.

10	**GF Wing - 3**	011	L-2 (Weaving Hall/ Non Weaving Braiding Lab)	13.6 x 9.6	**Textile Deptt.**
11		012	L-3 (Common Lab)	14.5 x 9.6	
12		013	L-4 (Spinning Lab)	46.1 x 9.6	
1	**First Floor 1F Wing- 1 & 3**	101	L-1 (F-1 Fitting Shop)	12.0 x 9.6	**Central Workshop Deptt.**
2		102	L-2 (F-2 Welding Lab)	16.7 x 9.6	
3		103	L-3 (F-3A Carpentry Lab)	16.6 x 9.6	
4		104	L-4 (F-3B Sheet Metal Shop)	16.6 x 9.6	
5		105	L-5 (F-3C, 3D Printing + Laser Cutting)	16.6 x 9.6	
6		106	L-6 (F-4 Project Lab)	29.2 x 9.6	
7		107	L-7 (F-5 Project Lab)	9.5 x 9.6	
8		108	L-8 (F-6 CNC Lab)	16.3 x 9.6	
9		119, 120 & 121	L-2 (Yarn YM Lab)	40.8 x9.6	
10		122	L-3 (Weaving V1)	5.2 X 9.6	
11		125	L-4 (Weaving IV & V)	9.4 x 9.6	
12		126	L-5 (Weaving II & III)	9.5 x 9.6	
1	**Second Floor 2F Wing -1**	201	L-1 (UG & PG Lab)	29 x 9.6	**Textile Deptt.**
2		202	L-2 (Wet Chemical Lab)	17.0 x 9.6	
3		203	L-3 (Analytical Lab)	12.5 x 8.0	
4		205 to 208	L-5 to L-11 (FR-1 to FR-7)	39 x 9.6	
5	**2F Wing - 2**	213	L-13 (FA)	11.2 x 9.6	
6		214	L-14 (FB)	16.4 x 9.6	
7		215	L-15 (FC)	3.1 x 9.6	
8		216	L-16 & 17 (FD & FE)	9.0 x 9.6	
9		217	L-18 (UG Physical Testing Lab)	11.3 x 9.6	
10		218 & 219	L-19 (PG Physical Testing Lab)	15.6 x 9.6	
11	**2F Wing 3**	**Future Expansion Space**			
1	**Third Floor 3F Wing -1**	301	Material Synthesis Lab (Teaching	16.3 x 9.6	**Material Science & Engineering Deptt.**
2		302	Material Characterization-I Lab	12.0 x 9.6	
3		303	L-4 & L-5 (Lab)	19.9 x 9.6	

4		304	L-6	9.2 x 9.6	
5		305	Processing Lab	20.8 x 9.6	
6		306	L-1	9.3 x 9.6	
7		307	L-2	10.2 x 9.6	
8		308	L-3	9.2 x 9.6	
9		309	Computation Lab	9.2 x 9.6	
10		310	L-7	7.9 x 9.6	
11		311	L-8	8.1 x 9.6	
12	**3F Wing-2**	314	Material Characterization-II Lab	19.8 x 9.6	
13		315	Testing Lab	11.5 x 9.6	
14	**3F Wing-3**	329	L-16	7.1 x 9.6	
15		330	L-15	9.1 x 9.6	
16		331	L-14	7.0 x 9.6	
17		332	L-13	11.1 x 9.6	
18		333	L-12	8.8 X 9.6	
19		334	L-11	8.8 X 9.6	
20		335	L-9	9.6 x 9.6	
21		336	L-10	9.2 x 9.6	
22		337	L-18	7.4 x 9.6	
23		338	L-17	7.8 x 9.6	
24		339 & 340	FR-9 & 10	3.4 x 5.3	

Bldg:	**99C**			**Dummy Room Nos. on different floors**	
S.No.	**Floor**	**Dummy Room No.**	**Room Type (F, L, CR, LH, Lounge)**	**Length & Breadth of Room/Lab/Lecture Hall/Committee Room/Other (in Meters)**	**Name of Deptt / Centre / Occupant**
1	**GF Wing - 3**	009	Common Instrumentation Room (CL-1)	7.7 X9.6	
2		010	CL-2	17.8 X 9.6	
3		011	CL-3	9.3 X 9.6	
4		012	CL-4	16.8 X 9.6	
5		013	CL-5	12.0 X 9.6	
6		014	CL-6	8.3 X 9.6	
7		015	CL-7	9.3 X 9.6	
8		016	CL-8	7.2 X 9.6	
9		017	Committee Room-02	4.6 X 9.6	
Note:- Wing- 1 (Future Expansion)					
1	**1F Wing 3**	115	Bioenergetics Lab	5.0 X 9.6	
2		116	Bio photonic Lab	6.3 X 9.6	

3		117	L(Lab) - 3	6.0 X 9.6	
4		118	L-4	9.3 X 9.6	
5		119	L-5	8.6 X 9.6	
6		120	L-6	8.0 X 9.6	
7		121	Instrumentation Room	20.6 X 9.6	
8		124	L-8	8.4 X 9.6	
9		125	L-7	8.0 X 9.6	
Note:- Wing- 1 (Future Expansion)					
1		214	L-19	8.0 X 9.6	
2		215	L-20	9.4 X 9.6	
3	**2F Wing 3**	217	L-9	7.7 X 9.6	
4		218	L-10	9.5 X 9.6	
5		219	L-11	8.2 X 9.6	
6		220	L-12	9.3 X 9.6	
7		221	L-13	8.6 X 9.6	
8		222	L-14	8.0 X 9.6	
9		223	L-18	8.0 X 9.6	
10		224	L-17	12.5 X 9.6	
11		227	L-16	8.4 X 9.6	
12		228	L-15	8.0 X 9.6	
Note:- Wing- 1 (Future Expansion)					
1		310	L-11	9.6 X 8.3	
2		311	Common Instrumentation Room (CLR)-2	9.6 X 12.1	
3		312	L-5	9.6 X 8.2	
4		313	CLR-1	9.6 X 12.1	
5		314	L-6	9.6 X 8.1	
6	**3F Wing 3**	315	L-4	7.7 X 9.6	
7		316	L-7	13.8 X 9.6	
8		317	L-8	8.2 X 9.6	
9		318	L-3	9.2 X 9.6	
10		319	L-9	8.6 X 9.6	
11		320	L-10	8.0 X 9.6	
12		321	L- 13 & 14	12.4 X 9.6	
13		322	L-2	8.0 X 9.6	
14		325	L-1	9.1 X 9.6	
15		326	L-12	8.2 X 9.6	
Note:- Wing- 1 (Future Expansion)					
1	**Fifth Floor 5F Wing 2**	501	T1	9.6 X 8.3	**CoBET Deptt.**
2		502	T2	9.6 X 12.1	
3		503	T3	9.6 X 8.1	
4		504	L-1	9.6 X 8.1	
5		505	L-2 & L-3	9.6 X 9.8	
6		506	SA	2.4 X 9.6	
7	**5F Wing 3**	507	Faculty Lounge	7.7 X 9.6	**DBEB, CBME & KSBS - Common Space**
8		508	Lab -7	44.4 X 9.6	

9		513	Lab-3	21.5 x 9.6	
Note:	**Wing- 1** (Future Expansion)				

6.2 All costs of preparing the proposals, presentations including site visits etc. shall be borne by the Bidders. No claim would be accepted at a later date arising out of inadequate assessment of site conditions/requirements.

6.3 Besides above Consultant has to follow the instructions of the Engineer-in-charge pertaining to the work from time to time.

7.0 TIME SCHEDULE

7.1.1 Time for completion of project will be **24 months**. If the main work at site does not complete within **24 months**, this agreement will also be extended without any cost to either of the party. The basic consideration and the essence of the contract shall be adherence to the time schedule for performing the Comprehensive Consultancy as stated in the document.

8.0 EMD & ITS FORFEITURE

8.1 No bank guarantee will be accepted in lieu of the earnest money deposit.

8.2 The EMD shall be forfeited by the Institute in the following events:

8.2.1 If the proposal is withdrawn during the validity period or during the extension agreed by the consultant thereof.

8.2.2 If the Proposal is varied or modified in a manner not acceptable to the Institute after opening of Proposal during the validity period or any extension thereof.

8.2.3 If the bidders tries to influence the evaluation process.

8.2.4 If the Performance Security for performance is not furnished as per relevant clause given in the bid and/or the Contract is not signed within the time limit specified.

8.3 The earnest money of unsuccessful Bidders shall be discharged / returned by the Institute as promptly as possible, after the expiration of the Bid Validity or the award to the successful bidder whichever is earlier. The earnest money deposited by the successful bidder will be refunded after submission of performance guarantee within 30 days of award of work.

9.0 TECHNICAL BID

9.1 The Technical Bid submitted by the bidder should duly consider the requirements as per the REoI and Scope of Comprehensive Consultancy Services.

9.2 The formats for submission are enclosed in this document as Annexure / Form to help the Bidders in submission of offers.

9.3 All documents are to be submitted physically as well as electronically within the due date.

9.3.1 The following documents shall have to be submitted to the office of Executive Engineer (Electrical), IIT Delhi, besides uploading online with the bid latest by 1500 Hrs of 26-12-2020 as detailed below :

9.3.1.1 Annexure – 1 on firm letter head mentioning UTR Number

9.3.1.2 All Appendices / Annexures & Forms as given in REoI duly filled in and signed

9.3.1.3 Details of the experience of the bidder in prescribed format as desired in Clause 2 (vide sub clauses 2.1 to 2.3.9)

9.3.1.4 Copy of award letter as desired in clause 2.3.5

9.3.1.5 TDS certificate in case of non-Govt organisation as desired in clause 2.3.6

9.3.1.6 Organizational description and details of the Bidder's firm in prescribed format

9.3.1.7 Details of Key Personnel proposed to be deployed on this project in prescribed format

9.3.1.8 Financial capability of the bidder in prescribed format

9.3.1.9 Integrity Pact

9.3.1.10 Integrity Agreement.

9.3.1.11 Affidavit for similar work experience in prescribed form

9.3.1.12 Curriculum Vitae for each staff member including the Lead Consultant / Architect/ Team leader to be deployed on the work

9.3.1.13 Cover Letter for Technical Proposal duly filled in, Letter of Transmittal

9.3.1.14 Pan Card issued by Income Tax Department

9.3.1.15 Certificate of GST Registration of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking alongwith other bid documents.

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

9.3.1.17 Details of Financial turnover for last three financial years (only certificate to be given, voluminous balance sheet should not be uploaded)

9.3.1.18 Copy of registration / constitution of firm

9.3.1.19 An affidavit declaring that the bidder has not been debarred/restrained/ black listed by any Central Govt. / State Govt. agency/Autonomous body of the Central or State Govt./PSU etc. in the last 10 years ending **31-03-2020** on INR 100 stamp paper

9.3.1.20 Bank Solvency as desired in clause 3.0

9.4 Institute reserves the right to verify the credential submitted in respect of iREoIial eligibility criteria.

9.5 Since only those Bidders who qualify in Technical Bid (Stage-I), as per laid down parameters, will be invited for making presentation before the committee, therefore, the Bidders may submit any other information, at the time of Presentation before the committee i.e. as a part of Technical Bid (Stage-II). Only those bidders who qualify in the Technical Bid (Stage-I) will be informed about the date and time of presentation before the committee.

10.0 PRESENTATION OF PROJECT – TECHNICAL BID (STAGE-II)

10.1 All those Bidders, who qualify in Technical Bid Stage-I will make a presentation of the company profile, past experiences, photography of work accomplished, etc. in Technical Bid (Stage-II) before the committee constituted by the Institute. The presentation shall cover, in sufficient detail, the appreciation of the project, Proposed Conceptual Scheme, methodology of planning, with the Proposed organizational structure for coordination, monitoring and reporting of the project activities including responding to queries/question raised by Institute, work program, etc. The objective of presentation is to evaluate the Bidder regarding their understanding and preparedness for the assignment as well as evaluation of their concept scheme and get clarifications, if any, as required by the Institute.

11.0 FINANCIAL BID

11.1.1 The Consultancy Fee shall be for the total Scope of Comprehensive Consultancy Services including any other additional activities as felt necessary by the Institute for completing the project in all respects. The Financial Bid shall also include the cost of all visits of the Consultant and their Associates/Employees to site of work for the preparation of the scheme and approval by all respective agencies/local bodies and also during the construction as and when required by the Executive Engineer (Electrical), in addition to the cost of making presentation before the Institute and preparing physical scale model for any other body on behalf of the Institute at any time during the construction.

11.1.2 The Bidders are required to quote fee inclusive of all prevailing taxes and levies for the consultancy services in the prescribed format. The quoted fee of this consultancy agreement will not be

increased either due to cost overrun of the main project, extension of time or due to any reason whatsoever. Bidders should quote their percentage fees in the schedule attached with this document.

11.1.3 BIDS WITHOUT FINANCIAL QUOTES WILL BE SUMMARILY REJECTED.

12.0 AMENDMENTS TO THE REOI DOCUMENT

12.1 At any time prior to the deadline for the submission of Bids, for any reason, whether at its own relative or in response to a clarification or query raised by a prospective Bidder, Institute may modify the REOI by an amendment notice.

12.2 The addendum/ corrigendum will be available on website www.eprocure.gov.in or and CPP Portal. Separate notification/advertisement will not be made for this in the print media.

12.3 In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, Institute may, at its discretion, extend the deadline for the Submission of Bids.

13.0 PREPARATION OF BID

13.1 Bidders' responsibility

13.1.1 The Bidder is solely responsible for the preparation of Bids and details therein.

13.1.2 The Bidder is expected to examine carefully all the contents of REOI as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, Client's requirements etc. and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders' own risk. Bids which are not responsive to the requirements of REOI will be rejected.

13.1.3 The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.

13.1.4 The Bidder shall bear all costs associated with the preparation and submission of his Bid and Institute will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

13.1.5 The list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of Institute shall not absolve the Bidder of his responsibility of reading and understanding the various clauses in the REOI including the specifications and to submit all the details specifically called for (or implied) in those clauses.

14.0 CURRENCY OF BID

14.1 All payments for the project shall be made in Indian Rupees only.

15.0 VALIDITY

15.1 The offer shall remain valid for a period of 90 (Ninety) days from the date of opening of financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during the period of validity.

15.2 Extension of Bid Validity

15.2.1 Prior to the expiry of the original Bid Validity Period, Institute may request Bidders to extend the Bid Validity Period for a specified additional period. In case the bidder extends the bid validity, the bidder shall also extend the validity of the Bid Security accordingly.

16.0 FORMAT AND SIGNING OF BID

16.1 Bid documents shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.

16.2 Entries to be filled in by the Bidder shall be typed.

16.3 The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Institute, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be interlineations by the person or persons signing the Bid.

16.4 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

16.5 Modifications/ Substitution/ Withdrawal of Bids

16.5.1 The Bidder may modify, substitute, or withdraw his Bid submitted online after submission, provided that written notice of the modification, substitution, or withdrawal is received by Institute on or before the last date & time for submission of Bids. No Bid shall be allowed to be modified, substituted, or withdrawn by the Bidder in any manner whatsoever thereafter.

16.5.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered on or before the last date & time for submission of Bids in accordance with Notice Inviting Bid, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION”, or “WITHDRAWAL”, as appropriate. In case of complete substitution or withdrawal, the earlier document shall be returned unopened at the time of opening of Bids to the bidder or their authorised representative.

17.0 LATE BIDS

17.1 Any Bid received in office of the Executive Engineer (Electrical), IIT Delhi, New Delhi after the deadline prescribed for submission of Bids in the Notice Inviting Bids herein will not be opened.

18.0 POWER OF ATTORNEY

18.1 Bidders shall submit along with the technical Bid, Power of Attorney as per Form Q, on a non-judicial stamp paper of an appropriate value duly notarized, in favor of the authorized person signing the Bid documents. The said authority shall also include authority to make corrections/ modifications and interacting with Institute and for acting as the contact person

19.0 TECHNICAL BID OPENING AND EVALUATION

19.1 The Bids will be opened online on the date & time as mentioned as per Notice Inviting Bids. Bids for which acceptable notices of withdrawal have been submitted earlier shall not be opened.

19.2 The bids which do not comply with one or more of the foregoing instructions may not be considered.

19.3 On opening of online technical bids and Bid envelope, the Bids will be examined alongwith the physically submitted copies to see if they are complete, and contain all documents. If the documents do not meet the requirements of the REOI, a note will be recorded accordingly by the INSTITUTE and the said Bidder's Proposal will not be considered for further processing/evaluation.

20.0 DETERMINATION OF RESPONSIVENESS

20.1.1 Prior to the detailed evaluation of the Bids, Institute will determine whether each Bid is responsive to the requirements of the REOI.

20.1.2 For the purpose of this Clause, a responsive Bid is one which:

20.1.2.1 is received by the Institute on / before due date & time as per Notice Inviting Bids including any extension thereof, if any.

20.1.2.2 is signed, sealed and marked as stipulated in relevant clause

20.1.2.3 is accompanied by the Power(s) of Attorney as specified in relevant clause

20.1.2.4 Contains all the information as requested in the REOI and in the required formats same as those specified in this REOI.

20.1.2.5 is valid for the validity period as set out in Notice Inviting Bids

20.1.2.6 is accompanied by the Bid Security

20.1.2.7 Conforms to all the terms, conditions and specifications of REOI without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation

is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, Institute's rights or the Bidders obligations under the Contract as provided for in the REOI and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.

20.1.3 If a Bid is not substantially responsive to the requirement of the REOI, it will be rejected by Institute. The decision of Institute as to which Bids are not substantially responsive shall be final.

21.0 EVALUATION OF BIDS

21.1 Institute would subsequently examine and evaluate Bids in accordance with the criteria set out in the REoI.

21.2 Institute reserves the right to reject any Bid if:

21.2.1 At any time, a material misrepresentation is made or found out; or

21.2.2 The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

21.3 CLARIFICATION OF BIDS

21.3.1 Evaluation of technical packages submitted by Bidders shall be undertaken based on the details submitted in the technical package only. Bidder shall not be allowed to submit, on their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is therefore essential that all the details are submitted by the Bidder accurately and specifically in their technical proposal avoiding ambiguous answers. However, Institute reserves the right to seek any clarification from Bidders for details submitted with technical package.

21.4 CONFIDENTIALITY

21.4.1 Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of the Contract shall not be disclosed to Bidders or other persons.

21.4.2 Any effort by a Bidder to influence the employees of Institute/ members of Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, shall result in the rejection of their Bid.

22.0 AWARD OF CONTRACT

22.1 Prior to the expiry of the period of Bid Validity, Institute will notify the successful Bidder by e-mail / by registered/speed post. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which, Institute will pay to the Consultant in consideration of the work performed by the Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Assignment Fee') to the satisfaction of Institute. No correspondence will be entertained by Institute from the unsuccessful Bidders.

22.2 The Letter of Award shall constitute a part of the contract.

23.0 SIGNING OF AGREEMENT

23.1 Institute shall prepare the Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement. This document shall also form part of the agreement.

23.2 The Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award

23.3 One copy of the Agreement duly signed by Institute authority and the Consultant through their authorized signatories will be supplied by Institute to the Consultant.

23.4 In case Successful Bidder does not sign the Contract with Institute, Institute reserves the right to retender the project.

23.5 The agreement may be suitably amended with the mutual consent during currency of the contract.

24.0 EMPLOYMENT OF OFFICERS/ RETIRED OFFICERS OF THE INSTITUTE

24.1 The Bidder(s), either at Proposal stage or during the execution stage shall not employ or attempt to employ any staff from current or past employees including retired employees of IIT Delhi in any capacity unless such employee has completed at least two years post retirement/ resignation or had obtained a 'No Objection Certificate' specific to this effect.

25.0 STANDARDS OF ETHICS

25.1 Institute desires that the Consultants shall observe the highest standard of ethics during the selection and execution of such contracts.

25.2 In pursuance of the above objective, this policy defines, the terms set forth below as follows:

25.2.1 "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

25.2.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a Selection process or the execution of a contract,

25.2.3 "Collusive practice" means a scheme, arrangement or understanding between two or more Consultants, with or without the knowledge of Institute, designed to establish prices at artificial noncompetitive levels.

25.2.4 "Coercive practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process, or affect the execution of a contract.

25.3 It is further provided that:-

25.3.1 Institute will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent or collusive or coercive activities in competing for the contract in question;

25.3.2 Institute will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

25.4 Institute's right to accept any Bid and to reject any or all Bids

25.4.1 Notwithstanding anything above, Institute reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders about the grounds for Institute's action.

25.4.2 Institute reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:

25.4.2.1 in case no Bid is received.

25.4.2.2 occurrence of any event due to which it is not possible to proceed with the selection process

25.4.2.3 an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process,

25.4.2.4 it is discovered that Bidders have breached standard of ethics

25.4.2.5 any other reason, which in the opinion of Institute necessitates the cancellation of the selection process

25.4.3 On occurrence of any such event, Institute shall notify all the Bidders within 7 days of such decision. Institute shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. Institute is not obligated to provide any reason or clarification to any Bidder on this account. Institute's liability under this clause is restricted to returning the Bid Security

and no other reimbursements of costs/ expenses of any type shall be made by Institute on this account.

25.4.4 Institute further reserves the right to abandon the project or to retender or get the work done by a Government agency or Quasi Government agency if the bids received are not acceptable due to reasons in sub clauses above or for any other reason

26.0 LANGUAGE OF BIDS

26.1 All information in the bid shall be in English.

27.0 SIGNATURE OF BIDDER

27.1 The bid must contain the name and place of business of the Bidder. If the Bidder is a partnership firm or a company, an authorized person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. All the pages of this offer document must be initialed /signed and submitted to within the stipulated date of submission of bids.

28.0 THE BID SUBMITTED SHALL BECOME INVALID IF:

28.1 The Bidder is found ineligible.

28.2 The Bidder does not upload all the documents (including GST registration) as stipulated in the bid document.

28.3 If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by all Bidders in the office of tender opening authority.

29.0 Institute reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified Bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

30.0 In addition to the above, all Technical bid documents should be uploaded by the bidder and also submitted in original/ attested (as applicable) in the office of Executive Engineer (Electrical), IIT Delhi, Hauz Khas, New Delhi- 110016 by prescribed date & time.

31.0 OBLIGATION OF THE CONSULTANT

31.1 The consultant shall carry out comprehensive planning and designing of all special equipment and furniture in consultation with the respective user department ensuring adherence to BIS and international standards and local bye-laws. Consultant will prepare drawing and Cost Estimation & BOQ of items, specifications of furniture for tendering.

31.2 Tendering will be done by the Institute for engaging suitable contractor who shall be responsible for supply and installation, commissioning and warranty of the products. Appointment of contractor(s) will be done in a transparent manner following the provisions contained in GFR 2017 as amended from time to time.

31.3 In discharge of the said obligations and scope of work, the role and responsibilities of the consultant shall include, but not limited to, the following:

31.3.1 Development of concept design of special type furniture based on user's requirement and preparation of preliminary estimate / detailed project report / detailed estimate and submit to IIT Delhi.

31.3.2 The consultant shall be responsible for installation of equipment conforming to the approved drawings and supervision during installation, efficient project management for timely completion.

31.3.3 Any other component of work approved by IIT Delhi as per the requirement for completion of work.

32.0 OBLIGATIONS OF IIT DELHI

32.1 IIT Delhi shall provide the scope of works and requirements to the consultant for preparation of preliminary drawings and accord approval of the same.

32.2 IIT Delhi shall approve design and time schedule for completion of the work if found necessary.

32.3 IIT Delhi shall invite tenders for supply and installation of equipments and will award the work to successful bidder.

32.4 As soon as the project is finally completed and NOCs / documents / certificates, including completion certificate obtained, consultant shall inform IIT Delhi, for final taking over the items.

33.0 DEPLOYMENT OF OFFICERS & STAFF

33.1 Following minimum staff shall be deployed by the consultant at project from the date of signing of the contract agreement with IIT Delhi

33.1.1 One Graduate Engineer (Chemical / Electrical / Mechanical / Bio Chemical or Bio Technology) with minimum 5 years' experience or One Diploma Engineer in the same field with minimum 10 years' experience.

33.1.2 One draftsman having knowledge of Autocad with minimum 5 years' experience.

FEE FOR COMPREHENSIVE CONSULTANCY SERVICES

If 'X' be the preliminary cost of the project before the award of work to the contractor by IIT Delhi, 'Y' be the awarded cost of work, and 'Z' be the Fees to be paid in percentage (as per quoted in Financial Bid), the stage wise payment to the Consultant by IIT Delhi shall be made as per following:

SR. NO.	STAGES OF WORK		PAYMENT TERM
(a)	PREPARATION OF CONCEPTUAL SCHEME, PLAN, PRELIMINARY DRWAINGS, PRELIMINARY ESTIMATE After ascertaining requirements of the client departments, preparation and submission of conceptual scheme of the FURNITURE, plan and all drawings required for approvals to the satisfaction of Engineer-In-Charge and Institute and submission of the same	:	5% of Z of X
(b)	Finalisation of Preliminary scheme, drawing, estimate etc. approval by IIT Delhi	:	NIL
(c)	APPROVAL OF DETAILED ESTIMATES, BOQ, SPECIFICATIONS & DRAWINGS BY IIT DELHI Preparation & Submission of Detailed design, calculations, tender drawings, specification, detailed estimates, BOQ, Tender Document etc. of all individual Labs, and for approval by the Institute.	:	5% of Z of X
(d)	Award of work to contractor by IIT Delhi after tendering	:	5% of Z of X

(e)	After 20% financial progress of total contract value	:	20% of Z of Y less already paid
(f)	After 40% financial progress of total contract value	:	40% of Z of Y less already paid
(g)	After 60% financial progress of total contract value	:	60% of Z of Y less already paid
(h)	After 80% financial progress of total contract value	:	80% of Z of Y less already paid
(i)	Commissioning of the project including validation	:	90% of Z of Y less already paid
(j)	On completion of Defect Liability Period	:	100% of Z of Y less already paid

1.0 TDS and statutory deductions, if any, shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage.

2.0 Modifications, Additions and Alterations:

2.1 The /Institute shall have the right to request in writing for additions/alterations, modifications or deletions in the design and drawing of any part of the work. Nothing extra will be paid for the same.

2.2 The Consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the Engineer-in-charge.

TECHNICAL BID (STAGE-I) AND PRESENTATION (TECHNICAL BID STAGE-II) - PROCESS AND EVALUATION

1. OVERALL EVALUATION PROCESS & SELECTION OF BIDDER

1.1. The bids from the Bidders are invited for PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PLANNING, DESIGN, PROCUREMENT AND INSTALLATION OF SPECIAL ITEMS LIKE FURNITURE & EQUIPMENT FOR DIFFERENT LABS LIKE CHEMISTRY, BIO, TEXTILE, MECHANICAL, ELECTRICAL, ETC. IN ENGINEERING BLOCKS AT IIT DELHI in a Two-bid system consisting of Technical Bid and Financial Bid. The weightage of Technical Bid and Financial Bid will be 70% and 30% respectively in the selection process of the contractor. Further, the Technical Bid is divided into 2 components i.e. Technical Bid Stage-I (documents for eligibility, experience and organizational structure) & Technical Bid Stage-II (Presentation before the Committee). The Technical Bid will have a weightage of 70% in overall final score divided into 35% and 35% weightage for Technical Bid Stage-I and Technical Bid Stage-II respectively. The Financial Bid will have a weightage of 30% in the overall final score.

1.2. The eligibility criteria for Bidders participating in the selection process are as laid down in the REoI. The Bidders will be evaluated for Technical Bid as per the criteria contained in REoI. Financial bids of the participating firms will be evaluated based on the criteria and procedure contained in the following clause 8.0 i.e. 'Financial Bid Evaluation'. Marks will be given during the evaluation of Technical and Financial Bid as detailed in the following sections of this chapter. A Bidder scoring the highest marks after the evaluation of Technical Bid Stage-I, Technical Bid Stage-II and Financial Bid will be qualified for PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PLANNING, DESIGN, PROCUREMENT AND INSTALLATION OF SPECIAL ITEMS LIKE FURNITURE & EQUIPMENT FOR DIFFERENT LABS LIKE CHEMISTRY, BIO, TEXTILE, MECHANICAL, ELECTRICAL, ETC. IN ENGINEERING BLOCKS AT IIT DELHI at IIT Delhi.

1.3. The detailed submitted by the bidders will be evaluated in the following manner:

1.3.1. The initial criteria prescribed in para earlier in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will first be scrutinized and the bidder's eligibility for the work be determined.

1.3.2. The bidders qualifying the initial criteria as set out in relevant para above will be evaluated for following criteria by scoring method "Table 1" on the basis of details furnished by them as Technical Bid Stage 1.

1.3.2.1.	Turnover (Form 'A')	Maximum 20 marks
1.3.2.2.	Experience in similar nature of work during last *seven* years	Maximum 20 marks (Form "C")
1.3.2.3.	Performance on works (Form 'E') – Quality	Maximum 20 marks
1.3.2.4.	Personnel and Establishment (Form "F"&"G")	Maximum 20 marks
1.3.2.5.	Bank Solvency (Form "B")	Maximum 20 marks
		Total 100 marks

1.4. To become eligible for short listing the bidder must secure at least fifty percent marks in each and sixty percent marks in aggregate.

1.5. The department, however, reserves the right to restrict the list of such qualified bidders to any number deemed suitable by it.

1.6. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:

1.6.1. made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,

1.6.2. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

2. Financial information

2.1. Bidder should furnish the following financial information:

2.1.1. Annual financial statement for the last three year in(Form "A") and solvency certificate in (Form "B")

3. Experience in works highlighting experience in similar works

3.1. Bidder should furnish the following:

3.1.1. List of all works of similar nature successfully completed during the last seven years in (Form "C").

3.1.2. List of the projects under execution or awarded in (Form "D").

3.1.3. Particulars of completed works and performance of the bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress in (Form "E").

3.1.4. Information in (Form "D") should be complete and no work should be left out.

4. Organisation information

4.1. Bidder is required to submit the information in respect of his organization in Forms “F” & “G”

5. Letter of transmittal

5.1. The bidder should submit the letter of transmittal attached with the document. (as per prescribed format)

6. PRESENTATION AND ITS EVALUATION CRITERIA (TECHNICAL BID STAGE-II)

6.1. All the Bidders who secure overall 60% (sixty percent) marks along with at least 50% (fifty percent) in each sections of Technical Bid (Stage-I) will qualify for further evaluation in Technical Bid Stage-II. They will be considered for evaluation in Technical Bid (Stage-II) and will be invited to make a presentation before the Committee constituted by the Institute.

6.2. The Design Scheme/ Proposals and presentations by eligible Bidders will be evaluated by a Technical Committee constituted by the Institute. Each presentation by Bidders will be judged by the Committee based on laid down criteria and marks will be allotted accordingly as per “Table- 2”

6.3. **Only up to top 5 Bidders**, provided they score a minimum of 70% (seventy percent) marks in aggregate subject to the condition that the Bidder should score 60% marks in each section of “Table-2”, will be considered in Technical Bid (Stage- II). Financial Bids of top 5 bidders will be opened who qualify in Technical Bid Stage-II.

6.4. Along with Design / Plan Proposal, a multi-media presentation is expected from the Bidders. The Bidders shall be required to make presentations of 30 minutes duration duly supported by computer generated 3D animations model etc. The Bidders will present their conceptual understanding of the project in the form of a design proposal/ design scheme along with their vision on the past work done etc. The presentation will be made by the key resource person of the bidding firm.

6.5. Presentation shall be in line with the above requirement.

6.5.1. Marks shall be allotted as per “Table 2”

7. Opening of Price bid

7.1. After evaluation the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date through online mode. The bid shall remain valid for *a period mentioned below:*

7.1.1. 90 days from the date of opening of financial bids.

8. FINANCIAL BID EVALUATION

8.1. Along with the submission of Technical Bid, the Bidder will also submit his Financial Bid quoting RATES AS PER GIVEN BOQ IN THE WEB PAGE. The Financial Bid will have 30% weightage in the overall evaluation.

8.2. Financial Scores

8.2.1. The lowest Financial Bid (FM) will be given a Financial Score (SF) of 100 points. The financial score (SF) of other financial bids given by Bidders will be computed as per the following formula: SF = 100 × FM /FO Where, FM= Lowest Financial Bid, FO= Financial Bids of other Bidders, SF= Financial Score. The following example is included for clarification. Suppose 3 proposals are opened for Financial Bid which gave Rs. 120 (Bidder A), Rs. 100 (Bidder B) and Rs. 110 (Bidder C) as Financial Bid amounts. The proposals will thus be scored as under: Proposal Evaluated cost A = Rs.120, B = Rs.100 & C = Rs.110. Financial Scores of all the qualified Bidders eligible will be calculated in the following manner: A: (100 ×100) / 120 = 83 , B: (100 ×100) / 100 = 100 & C: (100 × 100) / 110 = 91

8.3. OVERALL EVALUATION FOR SELECTION OF CONTRACTOR

8.3.1. The final evaluation will consist of summation from the 3 components, i.e. (A) Technical Bid Stage-I, (B) Technical Bid Stage-II and the (C) Financial Bid, combining to a total of Marks i.e. A+B+C.

8.3.2. In the final score, 35% weightage will be given for marks achieved in Technical Bid Stage-I (component A), 35% weightage will be given for marks achieved in Technical Bid Stage-II (component B) and 30% weightage will be given for marks achieved in Financial Bid (component C).

8.3.3. On the basis of the combined weighted score for Technical Bid Stage-I & II and Financial Bid, the qualified Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of Technical Bid Stage-I & II and Financial Bid will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

8.4. Following is an example of the procedure to be followed. As per the example *discussed* above, suppose, 3 proposals, A, B & C were received. The qualified Bidders were awarded (75 and 70), (80 and 85) and (70 and 90) marks respectively for Technical Bid Stage-I and Technical Bid Stage-II. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening the qualified Bidders. The financial bids were evaluated thereafter as per above Clause and financial score are given. The combined evaluation, thereafter, will be as under:

Bidders	Marks (Technical Bid Stage-I)	Marks (Technical Bid Stage-II)	Score(Financial Bid)	Total Marks	Rank
A	75 x 0. 35 =26.25	70 x 0.35 = 24.5	83 x 0. 30 = 24.9	75.65	H 3
B	80 x 0. 35 = 28	85 x 0.35 = 29.75	100 x 0. 30 =30.0	87.75	H 1
C	70 x 3.5 = 24.5	90 x 0. 35 = 31.5	91 x 0. 30 = 27.3	83.3	H 2

8.5. Proposal B, therefore, will be declared as winner of the selection procedure and recommended for negotiations/approval, to the competent authority.

9. Award criteria

9.1. The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

9.1.1. Amend the scope and value of contract to the bidder.

9.1.2. Reject any or all the applications without assigning any reason.

9.1.3. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

TABLE 1

TECHNICAL BID STAGE 1

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE-ELIGIBILITY

	Attributes	**Evaluation**	
(a)	Turn Over (Form A)	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis	20 marks
(b)	Experience in similar nature of work during last *seven* years (Form C)	(iii) 60% marks for minimum eligibility criteria (iv) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis	30 marks
(d)	Performance on works (Form 'E') – Quality	Very good: 20	20 marks

		Good	10	
		Fair	5	
		Poor	0	
(e)	Personnel and Establishment (Form "F"&"G") N.B. – Educational Certificates be submitted & TDS certificates downloaded (latest 5 years) from TRACES (IT Deptt website) to be submitted with Technical Bid;	Doctoral Degree	8 marks for each max 8 marks	20 marks
		Post graduate in Chemical Engineering	5 marks for each maximum 5 marks	
		Graduate in Chemical Engg	4 marks for each maximum 8 marks	
		Diploma Engineer	2 marks for each upto maximum 4 marks	
		Draftsman / Autocad Technician	2 marks for each upto maximum 4 marks	
(f)	Bank Solvency (Form "B")	(v) 60% marks for minimum eligibility criteria (vi) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis		10 marks

TABLE 2

TECHNICAL BID STAGE 2

SR. No.	Particulars		Maximum Marks
1	**Design Scheme/ Proposals: Conceptual understanding of the project in the form of a design proposal / design scheme along with their vision on the planning and layout of the proposed work**	**:**	**25**

2	**Presentation on different types of project accomplished earlier**	**:**	**25**
3	**Company profile**	**:**	**25**
4	**Any other relevant matter**	**:**	**25**

INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL

From:

To
The Executive Engineer
……..
Subject: Submission of bids for the work of ……
Sir,
Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.
1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to G and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Executive Engineer ……..to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Executive Engineer ……. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:

Name of work

Certificate from

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

FORM 'A'

FINANCIAL INFORMATION

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last THREE years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years

(i) Gross Annual turn over on construction works.
(ii) Profit/Loss.

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

FORM "B"

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh…….having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs……. (Rupees……..)
This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM 'C'

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING *previous day of the last date of submission of tenders* …….

Sr. No.	Name of Work / project and location	Owner of sponsoring organisation	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name & address with contact number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM 'D'

PROJECTS UNDER EXECUTION OR AWARDED

Sr. No.	Name of Work / project and location	Owner of sponsoring organisation	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof	Name & address with contact number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

FORM 'E'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"

1. Name of work/project & location

2. Agreement no.

3. Estimated cost

4. Tendered cost

5. Date of start

6. Date of completion

(i) Stipulated date of completion

(ii) Actual date of completion

7. Amount of compensation levied for delayed completion, if any

8. Amount of reduced rate items, if any

9. Performance Report

(1) Quality of work Very Good/Good/Fair/Poor

(2) Financial soundness Very Good/Good/Fair/Poor

(3) Technical Proficiency	Very Good/Good/Fair/Poor
(4) Resourcefulness	Very Good/Good/Fair/Poor
(5) General Behavior	Very Good/Good/Fair/Poor

Dated: Executive Engineer or Equivalent

FORM "F"

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)

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

5. Names and titles of Directors & Officers with designation to be concerned with this work.

6. Designation of individuals authorized to act for the organization

7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.

8. 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.

9. Has the bidder, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details

10. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.

11. In which field of Civil Engineering construction the bidder has specialization and interest?

12. Any other information considered necessary but not included above.

Signature of Bidder(s)

FORM 'G'

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

S.No.	Designation	Total Number	Number available for this work	Name	Qualifications	Professional Experience and details of carried out	How these would be involved in this work	Remarks
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**

- TDS Certificate of all employees shall be enclosed

Signature of Bidder(s)

GENERAL CONDITION OF CONTRACT

1. Definitions: For the purpose of this Agreement, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

i. “Applicable law" means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;

ii. APPLICANT / BIDDER: Means the individual, proprietary firm, limited company etc. submitting their bid for participation in the process of selection of the Consultant through this REOI.

iii. “Personnel” means persons hired by the Consultant or by any sub Consultant as employee and assigned to the performance the services or any part thereof;

iv. “Party” means the Consultant, as the case may be and parties mean both of them.

v. “Comprehensive Services” means the work to be performed by the Consultant pursuant to this contract for the purpose of the project, as mentioned in REoI.

vi. “Sub Consultant" means any entity to which the Consultant sub-contracts any part of the service in accordance with the provisions of the Contract.

vii. "Parties" means Institute and Consultant, each one individually referred to as Party.

viii. “Third Party” means any person or entity other than the Government, the Consultant or sub Consultant;

ix. “IIT" means " Indian Institute of Technology Delhi,

x. “Director" means the Director IIT Delhi.

xi. “Engineer-in-charge” means Executive Engineer (Electrical), IIT Delhi or his successor.

xii. “Client” means Indian Institute of Technology Delhi.

xiii. “Project” shall mean the buildings, other facilities and allied works within the plot of IIT Delhi

xiv. “Project Cost” means the Completion cost of the Project excluding the cost of land, Comprehensive Services Consultant’s fee.

xv. "YEAR" Means "Financial Year" unless stated otherwise.

xvi. “Approved” shall mean approval granted by the Engineer-in-Charge in writing or accepted by him for incorporation in the works.

xvii. “Employer” means IIT Delhi acting through the Engineer-in-Charge of the Indian Institute of Technology Delhi.

xviii. "Institute" means Indian Institute of Technology Delhi.

xix. "Authorized Representative" shall mean the representatives of "Institute" and/or Consultant" as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.

xx. “Contract” means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Terms of Reference, Client’s Requirements, Consultant’s Bid Proposal, General Conditions of Contract and the Appendices, amendments to tender documents if any, and schedules etc.

xxi. “Day” means calendar day.

xxii. “Consultant/Consultancy firm” shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.

xxiii. “Government” means the Government of India.

xxiv. “NIB / REOI” or “Notice Inviting Bid / Notice Inviting Tender” means the Notice Inviting Bids issued by Institute which provides bidders with information needed to prepare their bids.

xxv. “Bids” means the Technical and Financial Proposal submitted by the Bidder with the REoI

xxvi. “Project Monitoring Committee” means the Committee set up by the Institute for the purpose of Monitoring of progress of the Project

xxvii. “REoI” means the Request for Proposal prepared by the Institute for the Selection of Consultants.

xxviii. "Services" shall mean the services to be provided by the Consultant as per the scope of work of the Project

xxix. "Start of Work" shall mean the date of commencement of works by the Consultant.

xxx. For the purpose of Form H (integrity Pact/Agreement), the words "Contractor"/ "Contractors" is synonymous with "Consultant" /" Consultants/Consultancy Firm"

xxxi. "IITD" means IIT Delhi

xxxii. "Institute" means Indian Institute of Technology Delhi (IIT Delhi)

Note: All times in this Document refer to Indian Standard Time (IST) [UTC + 05:30]

2. Interpretation

a. This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and State.

b. The titles and headings of the sections in this Agreement are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this Agreement.

3. Services to be performed

a. Consultant shall perform the Services as per the Scope of Work mentioned in the tender documents (REOI) as per the terms and conditions and within time frame specified in the Agreement.

4. Drawings and Documents

a. All copyright and other proprietary rights in the Works shall vest and stand assigned to the Institute and Institute shall consequently own, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation.

b. Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to the Institute on or before the cancellation of the selection process shall become the property of the Institute and the Bidders shall have no claim on such documents/design.

5. Standards of Performance

a. General

i. The Consultant shall render the services in accordance with the Standards for Fitness Purpose. Consultant covenants that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Consultant shall be in accordance with sound and established engineering practices, using Indian Codes and Regulations and, wherever applicable, International Standards, for the purpose(s) specified, free from Design and Consultant / Architectural defects and suitable for respective uses intended.

b. Liability of the Consultant

i. The Consultant shall be liable to the Institute for the performance of design services in accordance with the provision of this Agreement and for loss suffered by the Institute as a result of default of the Consultant in such performance due to his negligence.

6. PERFORMANCE GUARANTEE

a. The Consultant shall submit an irrevocable Performance Guarantee for Rs.6.0 Lakh as prescribed in this bid as per prescribed proforma in the form of Bank Guarantee 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 15 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge at the written request of the consultant, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of Engineer-in- charge, for a maximum period of 7 days. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/Demand Draft of any scheduled/Pay order of any scheduled bank 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 consultant 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 consultant and the consultant shall forthwith furnish additional security to the Government to make good the deficit.

b. The Performance Guarantee shall be iREoIially valid up to stipulated date of completion plus 60 days beyond the contract period. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of completion certificate for the consultancy work by the competent authority, the performance guarantees shall be returned to the consultant, without any interest.

c. The Engineer-in-charge/ shall not make a claim under the performance guarantee except for amounts to which IIT is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contractor's agreement) in the event of:

i. Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim full amount of the performance Guarantee.

ii. Failure by the consultant to pay any amount due, either as agreed by the consultant or determined under any of the Clauses/conditions of the agreement, within 30 days of the servicing of notice to this effect by Engineer-in-Charge.

iii. In the event of the contract being determined or rescinded under provision of any of the Clause/Conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Executive Engineer (Electrical).

d. Forfeiture of Performance Guarantee

i. If the agency withdraws his offer, 100 % of the performance guarantee will be forfeited by the Institute. Further, if the consultant does not start the work within 15 days of award of work, the performance guarantee submitted by him/her will be forfeited by the IITD. In the above eventuality, the consultant will be debarred from participating in retendering process of this work. (Refer to Annexure-N for an undertaking to be submitted in this regard).

7. SECURITY DEPOSIT

a. An amount equivalent to 2.5% (two point five percent) of bill amount shall be deducted from each bill of different work of the consultant. Such deductions will be made and held by Government by way of Security Deposit unless he/ they has/ have deposited the amount of Security at the rate mentioned above in cash or in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forth with on demand furnished additional security to the government to make good the deficit.

b. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulation to a minimum of Rs.5 Lakh subject to the condition that amount of such bank guarantee except last one, shall not be less than Rs.5 Lakh.

c. The security deposit shall be refunded on completion of this contract plus one year. Before refund of security deposit, it will be ensured that extension of time, if any, for agreement of consultant is decided by the competent authority.

8. ABANDONMENT OF WORK

a. If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant as aforesaid, Institute may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Institute subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement. In addition to this, Bank Guarantee for Performance Security/ Security deposit already recovered shall be forfeited. Institute may make full use of all or any of the drawings prepared by the Consultant and proceed from the stage from where the Consultant left the work.

b. If at any time after acceptance of offer of consultancy, Institute decides to abandon or reduce the scope of work for any reason whatsoever, the Institute shall give notice to the Consultant in writing to that effect and he shall act accordingly. The Consultant shall have no claim to any payment of compensation or otherwise whatsoever. The Consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this contract agreement.

9. ASSIGNMENT FEES

a. The Institute shall pay to the Consultant, an Assignment fee of a sum of the quoted prices for providing the services as required under the scope of work mentioned in the Contract Agreement. Payment shall be made as per terms described in REoI.

b. The Consultant shall submit his bill to the Institute for payment within 7 days. Upon receiving the bill, Institute shall further process the bill within 15 days of such submission. If any error/discrepancy is discovered by the Institute in the bill submitted by the Consultant, the same shall be reported to the Consultant within 7 days of such discovery. In such cases, the Consultant shall resubmit his bill within 7 days.

10. EXTENSION OF TIME

a. Any period which a party shall, pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

b. If the Consultant is hindered due to unavoidable circumstances carrying out the designs/ drawings on account of delayed decision or the approval by Institute which are necessary to carry out further work, he shall be allowed suitable extension of time by Institute, whose decision shall be final and binding on the Consultant. No claim by the Consultant shall be made against Institute for such delayed approvals/ decisions by Institute, except for grant of suitable extension of time.

11. VARIATION CLAUSE

a. The Institute shall have the right to request Consultant, in writing, to make any changes, modifications, and/or additions to Consultant's Scope of Work as defined in the REOI. Consultant shall on such written requests carry out the consequential work on account of such changes/modifications or addendums etc. without any additional payment from Institute. However change in scope of work will be compensated in accordance with the prevailing rules.

b. However, in case any additional facilities are required to be created beyond the Fitness of Purpose of the facilities and scope of the work as defined in this document, then additional fee shall be paid to the Consultant on a pro-rata basis for the area in excess of the allowable 10% variation over and above the total indicative area.

c. In case Institute asks for additional facilities to be created then payment for same will be made on pro-rata basis for the area in excess of the allowable 10% variation over and above the total indicative area. The Institute reserves the right to reduce the facilities required to be created and in such a situation, the fee will be adjusted downward on pro-rata basis of the area reduced in excess of 5% of the area mentioned above.

12. INSURANCE

a. Insurance by Consultant

i. During the performance of Services hereunder, Consultant, at his own cost, shall take out, carry and maintain insurance as applicable for those listed below:

ii. Workman's compensation insurance, covering all employees of Consultant for statutory benefits as set out and required by local law in the area of operation or area in which Consultant may become legally obliged to pay benefits for bodily in committee or death.

iii. Any other insurance cover which may be required to be taken under the law or on any other account.

13. INDEMNIFY

a. Without prejudice to any other remedy in the Contract, Consultant shall hold harmless and indemnify the Institute and its agents, against any claims or liability because of personal insaREoIy or death of any employee of Consultant and arising out of or in consequence of the performance of this Agreement12.2 The Institute shall not be responsible for any loss or damage to property of any kind belonging to Consultant or its employees, servants or agents.

b. The Institute shall not be responsible for any loss or damage to property of any kind belonging to Consultant or its employees, servants or agents.

c. The Consultant shall hold harmless and indemnify the Institute against any claim or liability arising in respect of:

i. In committee to or death of Consultant’s employees, agents and Project Implementation Agency or any other persons howsoever caused; and

ii. The Consultant shall take out and maintain adequate insurance to cover its employees / contract workers etc. under Workman Compensation Act.

d. The Institute undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Consultant, Contractors, Sub-contractors, vendors and specialist/Contract employees associated with them for the Project.

14. INDEMREOIY FOR CLAIM AGAINST PATENTS

a. Consultant shall indemnify and hold the Institute harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against Institute by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Consultant and furnished to the Institute.

15. CONFIDENTIALITY

a. The Consultant shall not disclose to any third party, any information, data, design, drawings, plans, specifications, etc. at any time either in whole or in part, shall take all reasonable steps to preserve the confidentiality of the above information and shall not use the same for any other purpose.

16. FORCE MAJEURE

a. Definition

i. For the purposes of this contract, “Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub Consultant or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.

iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

iv. The consultant within 15 days of occurred of such event report the same to the Engineer in charge.

b. No Breach of Contract

i. The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precaution, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

c. Measures to be taken

i. A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.

ii. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.

iii. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d. Consultation

i. Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

17. STATUTORY REQUIREMENTS

a. During the tenure of this Agreement nothing shall be done by the Consultant in contravention of any law, Act and/or Rules/Regulations, thereunder or any amendment thereof governing interiliac customs, taxes, foreign exchange etc.

18. CONTRACT PERIOD

a. On signing by the Institute and Consultant, this Agreement shall be deemed to have come into force from the date of Commencement of works as mentioned in Request for Proposal and shall remain in force, up to the end of the project as mentioned in NIB.

19. CONFLICT OF INTEREST

a. Institute requires that Consultant provides professional, objective, and impartial advice and at all times hold Institute’s interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

b. Without limitation on the generality of the foregoing, Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

c. Conflicting activities; A firm that has been engaged by Institute to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

d. Conflicting assignment/job; A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any Assignment / job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Institute. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Institute in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/Job should not be hired for the assignment/job in question.

e. Conflicting relationships; A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of Institute's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Institute throughout the selection process and the execution of the Contract.

20. PUBLICATION

a. Unless otherwise specified in the Agreement, Consultant either alone or jointly with others can publish material relating to the Design & services rendered under this agreement. Publication, however, shall be subject to approval of Institute if it is within 2 years of completion of the services.

21. SUSPENSION & TERMINATION

a. Suspension

i. The Engineer-in-Charge may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

b. Termination of Contract

i. The Engineer-in-Charge may, in not less than thirty (30) days of written notice of termination to the Consultant (except in the event listed in paragraph (7) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (1) through (11) of this condition, terminate this contract:

1. If the Consultant fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition herein above, within thirty (30) day of issue of such notice of suspension or within such further period as the Engineer-in-Charge may have subsequently approved in writing;

2. If Institute considers that the performance of the Consultant is unsatisfactory or, not up to the expected standard, Institute shall notify the Consultant in writing and specify in detail the cause of such dissatisfaction. Institute shall have the option to terminate this Agreement by giving 30 day notice in writing to the Consultant, if Consultant fails to comply with the requisitions contained in the said written notice issued by Institute.

3. Time is the essence of the Contract. Consultant shall be required for the commencement of Services under this agreement immediately after date of Letter of Award. If the Consultant fails to mobilize as above, the Agreement shall automatically stand terminated unless Institute has extended the period for commencement of Services in writing.

4. If the Consultant become (or, if the Consultant consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

5. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 8 hereof;

6. if the consultant submits to the Engineer-in-Charge a statement which has a material effect on the right, obligations or interests of the Institute and which the consultant know to be false;
7. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.
8. If the Consultant is in breach of any terms of agreement.
9. If as the result of force majeure, the Consultant is unable to perform a material portion of the services for a period of not less than thirty (30) days or
10. If the Engineer-in-Charge, in its sole discretion and for any reason whatsoever, decides to terminate this contract
11. If the owner decides to curtail or totally abandon the work, then payment to the consultant will be made up to stage of work completed.

ii. When the Consultant has made himself liable for action under any of the cases aforesaid the Employer shall have power:

1. To determine or rescind the agreement.
2. To engage another Consultant to carry out the balance work debiting the Consultant the excess amount if any so spent.

iii. On such determination/rescission of the agreement, the agreement, the security deposit already recovered and performance guarantee under this agreement shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

c. Cessation of Rights and Obligations

i. Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon expiration of this Contract to Contract Condition no. 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

1. Such rights and obligations as may have accrued on the date of termination or expiration;
2. The obligation of confidentiality set forth in Contract Condition no. 3.3 hereof;
3. Any right which a Party may have under the Applicable Law.

d. Cessation of Services

i. Upon termination of this Contract by notice pursuant to Contract Conditions No. 20(ii) hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and

orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Engineer-in-Charge, the Consultant shall proceed as provided, respectively, by Contract Conditions hereof.

e. Payment upon Termination

i. Upon termination of this Contract pursuant to Contract Condition no. 21(b) hereof, the Engineer- in-Charge shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Institute).

1. Remuneration for Services satisfactorily performed prior to the effective date of termination

f. Forfeiture of Performance Guarantee & Security deposit upon termination of contract

i. In case, the agreement of consultant is terminated due to the default of the consultant, his Performance Guarantee and Security Deposit recovered so far shall be forfeited which shall be absolutely at the disposal of the institute.

g. Consequences of termination

i. In all cases of termination herein set forth, the obligation of Institute to pay for Consultant's performance shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

ii. In the event of Termination of the Agreement, the Consultant shall be obliged to withdraw from the site(s) along with his personnel, equipment etc. within 15 days of such termination; failing which losses or damages which may be suffered by the Institute on account of non-withdrawal from the site(s), shall be to the account of the Consultant.

h. Assignability

i. The Contract and benefits and obligations thereof shall be strictly personal to the Parties and shall not on any account be assignable or transferable by the Parties under any circumstances.

22. COMPENSATION /LIQUIDATED DAMAGES AND PENALTIES

a. The time allowed for carrying out the work shall be strictly observed by the consultant and shall be the essence of the contract on the part of the consultant. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Consultant to complete the work within time schedule, as specified in the document or within the

validity of extended time period, the consultant shall be liable for a compensation at the rate of 1% of agreed fee per month of delay to be computed on per day basis subject to maximum of ten percent of agreed fee shall be levied on the consultant. The decision of the Engineer-in-Charge as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant.

b. Liquidated Damages

i. The detailed estimate for the work prepared by the consultant should be accurate. It is a term of the agreement that on completion of work, the final cost of work should not deviate by more than 10% of the estimate prepared by the consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the consultant in the detailed estimate. If the overall deviation, due to default / wrong estimation of the consultant is more than 30% then the consultant is liable to pay a compensation @ 1% of such deviation (beyond agreement quantity). The maximum compensation payable on this account will be upto 5% of the total fee paid to the consultant. The decision whether the deviation are due to default of the consultant or due to genuine reason on account of authorized deviation by Engineer-in-Charge shall be final and binding on the consultant.

23. FAIRNESS AND GOOD FAITH

a. Good Faith

i. The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

b. Operation of the Agreement

i. The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to clauses of this document.

24. SETTLEMENT OF DISPUTES & ARBITRATION

a. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract,

designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

i. If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in- Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Executive Engineer (Electrical), in writing for written instruction or decision. Thereupon, the Executive Engineer (Electrical), shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

ii. If the Executive Engineer (Electrical), fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Executive Engineer (Electrical), the consultant may, within 15 days of the receipt of Executive Engineer (Electrical)'s decision, appeal to the Director, who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. Director shall give his decision within 30 days of receipt of consultant's appeal.

b. If the consultant is dissatisfied with the decision of the Director, the consultant may, within 30 days from receipt of the Director's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Director. The Dispute Redressal Committee (DRC) shall give its decision within a period of 90 days from the receipt of Consultant's appeal.

c. The constitution of the Dispute Redressal Committee (DRC) will be as per CPWD Works Manual

d. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of the Dispute Redressal Committee (DRC), then either party may within a period of 30 days from receipt of the decision of the Dispute Redressal Committee (DRC) give notice to the Director, for appointment of arbitrator on prescribed Performa as per Annexure-N, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

e. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

f. Except where the decision has become final, binding and conclusive in terms of Sub Para above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, , in charge of the work

g. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) /Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on.

h. The reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

25. FORECLOSURE/ PART FORECLOSURE

a. If at any time after acceptance of the tender, Engineer-in-Charge shall decide to abandon or reduce the scope of the consultancy works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the consultant by not less than thirty (30) days and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the consultancy works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

b. Upon termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Engineer-in-Charge.

c. The Consultant shall be duly paid for the works carried out and services rendered till the date of termination.

26. CARRYING OUT PART WORK AT RISK AND COST OF CONSULTANT

a. If the consultant:

i. At any time makes default during currency of the contract or does not execute any part of the scope of work with due diligence and continues to do so even after a notice in writing of 15 days in this respect from the Engineer-in-Charge; or

ii. Commits default in complying with any of the terms and condition of the contract and does not remedy it or takes effective steps to remedy it within 15 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

iii. Fails to complete the scope of work(s) or items of scope of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing by the Engineer-in-Charge.

b. The Engineer-in-Charge without invoking action under any other clause of the contract may, without prejudice to any other right or remedy against the consultant which have either accrued or accrue thereafter to , by a notice in writing to take the part work / part incomplete work of any item(s) in the scope of work out of the consultant's hands and shall have powers to:

i. Take possession of all the drawings, documents etc., thereon; and/or

ii. Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the consultant.

iii. The Engineer-in-Charge shall determine the amount, if any, that is recoverable from the consultant for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the consultant. The liability of consultant on account of loss or damage suffered by the Institute because of action under this clause shall not exceed 10% of the tendered value of the work.

iv. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the consultant provided always that action under this clause shall only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the Institute are less than the amount payable to the consultant as

determined by the Engineer- in-Charge for the work in question, the difference shall not be payable to the consultant.

v. Any excess expenditure incurred or to be incurred by the Institute in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Institute in law or per as agreement be recovered from any money due to the consultant on any account, and if such money is insufficient, the consultant shall be called upon in writing and shall be liable to pay the same within 30 days.

vi. In the event of above course being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the consultant

27. COMPENSATION FOR NON-COMPLIANCE OF DIFFERENT CLAUSES OF CONTRACT

a. The consultant will be required to deploy one full time consultant / Engineer / Architect having adequate qualifications and experiences during the entire period of contract for day to day resolution of conflicts, coordination with user department and to ensure that work is being carried out properly. The expenses for providing consultant / Architect / Engineer is deemed to have included in the fee of consultancy services of the consultant and nothing extra shall be payable on this account.

b. All tools and plants such as suitable computers, printers and plotters etc. shall be provided by the consultant for his personnel at temporary site office. Temporary site office of size not more than 12 ft x 12 ft or as available may be provided by the Institute only during the contract period.

c. Compensation @ **Rs.15,000/- per month would be levied on non-deployment of Consultant Engineer and @ Rs.5000/- per month for non-deployment of draftsman as desired, which shall be adjusted with the bill of the contractor.**

d. The compensation to be levied as per above clauses on the Consultant are leviable independently of each other. The above compensation do not preclude any action by the Engineer-in-Charge under any other clause(s) of this agreement and are levied without prejudice to any such action under any other clause/ clauses of the agreement.

e. The Services under this Agreement shall be continued during the arbitration proceedings, unless otherwise agreed in writing by Parties or unless it is proved that the Services cannot possibly be continued during the arbitration proceedings.

28. JURISDICTION & APPLICABLE LAW

a. Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceedings arising out of or relative to the Agreement (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

b. This Agreement shall be governed by the laws of India for the time being in force.

29. NOTICES

a. Subject to any provisions in the Contract Documents to the contrary, any notice, or communication sought to be served by the Consultant on the Institute with reference to the Agreement shall be deemed to have been sufficiently served upon Institute (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the Authorized Representative of the Institute as defined in the Conditions of Agreement.

b. Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to Institute, any notice, order or other communication sought to be served by Institute on the Consultant with reference to the Agreement, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post to the Authorised Representative of Consultant as defined in the Conditions of Agreement.

c. Date of notice of instruction shall be the day on which said notice or instruction is received.

d. Any Party may change its notice address at any time by so advising the other Party thereof in writing

30. LANGUAGES AND LAW

a. This Agreement and the Services performed herein-under shall be in English language. This Agreement shall be subject to Indian Laws as in force from time to time.

31. CONSULTANT'S ACTION REQUIRING INSTITUTE'S PRIOR APPROVAL

a. Consultant shall obtain the Institute's prior approval for the work not covered under the agreement.

32. CONSULTANTS' PERSONNEL

a. General **:** The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

b. Description of Personnel : The titles, job descriptions, minimum qualification, and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel shall be as described in Technical proposal. If any of the key personnel shall be has already been approved by the Engineer- in-Charge, his/her name shall also be listed as well.

i. If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Consultant by written notice to the Engineer-in-Charge provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger. Any other such adjustments shall only be made with the written approval of the Engineer-in-Charge.

ii. If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the Engineer-in-Charge and the consultant.

c. Approval of personnel

i. The key personnel and sub Consultant listed by title as well as by name in Technical Proposal and accepted by the Engineer-in-Charge shall deem to be approved by the Engineer-in-Charge. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the Engineer-in-Charge for review and approval a copy of their biographical data. If the Engineer-in-Charge does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Engineer-in-Charge.

d. Removal and/or Replacement of Personnel: Except as Institute may otherwise agree, no changes shall be made in the Key Resource Personnel as mentioned in Form - G of REOI. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Resource Personnel as mentioned in Form - G of REOI, the Consultant shall provide as a replacement a person of equivalent or better qualifications and experience, with approval of Institute.

e. If Institute finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at Institute's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to Institute.

f. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.

33. NUMBER OF DOCUMENTS AND COPY RIGHT

a. All the documents, designs, reports and any other details envisaged under this agreement shall be supplied in five copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. All the drawings for the comments, discussion and approval of employer shall be submitted in triplicate. The Consultant shall supply 10 (ten) sets and 1 (one) soft copy of each of working drawing to Institute. 5 (five) sets of drawings will be supplied in A0 size and 5(five) sets in A3 size. Drawings shall be prepared on CAD. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of Institute.

b. The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except Institute and / or his authorized representative.

34. GENERAL

a. The Consultant shall be fully responsible for the completeness and technical soundness of the proposal including those of specialists engaged if any, by him.

b. The Institute will have the liberty to supervise and inspect the work of Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.

c. All technical Proposals shall be based on and comply with the National Building Code of India (latest edition) and/or local bye-laws, environmental regulations and design norms and sound engineering practices.

d. The Consultant shall render full assistance, guidance and advise in general to Institute on any matter concerning the technical aspects of the project

e. The Consultant shall promptly notify Institute of any change in the Constitution of his firm. It shall be open to Institute to terminate the Agreement on the death, retirement, insaREoIy or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to Institute. But until its termination by Institute as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insaREoIy or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severely liable for the due and satisfactory performance of all the terms and conditions of this Agreement.

f. The Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as Consultant and give related advice regarding the project.

g. The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings, and conferences and making suitable presentations.

h. Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings.

i. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

j. Any terms not laid down, which may arise out of this Agreement, will be dealt with through mutual consultations.

k. The Consultant / Architecture Work cannot be outsourced. However, the Consultant may outsource the other works to Domain Specialists. Provided further that the relevant past experience of the individual Lead Domain Specialists proposed to be deployed for this assignment, shall not be less than 15 years in their respective field.

l. However, the Consultant shall be responsible for the correctness and accuracy of designs and drawings so prepared.

m. The Consultant shall inform Institute about the name, professional qualifications and experience of Domain Specialists (individuals/agencies) to be engaged by him.

n. The Consultant shall be responsible for technical soundness of the services rendered by him and/or the domain specialist/agencies engaged by the Consultant.

o. It shall be responsibility of the Consultant and his domain specialists to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.

p. The Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.

q. The drawings, design, related details, and specifications prepared and acquired by the Consultant for the work entrusted to him under this agreement shall become the property the of Institute. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Consultant for any other project without the prior permission of Institute.

r. The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of the Institute.

s. Without prejudice to any other remedy available in the Contract, the Consultant shall indemnify and keep indemnified the Institute against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this

agreement by any other party and against all costs and expenses incurred by the Institute in defending themselves against such claims

AGREEMENT

The agreement made this _ _ _ _ _ _ _ _ day of _ _ _ _ _ _ _ Two Thousand _____ between the …… Indian Institute of Technology Delhi at Hauz Khas, New Delhi - 110016.

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ (name of consultant) on the other hand, hereinafter known as the Consultant, which includes its authorized representatives, and legal heirs, for the work "**Providing comprehensive consultancy services for planning, design, procurement and installation of special items like FURNITURE & equipment for the proposed wet labs, bio labs, etc.** (WHICH MAY INCLUDE TWO BSL-3 LABS AND TWO CLEAN ROOMS OF CLASS 100 TYPE) **in 99 B & C buildings"** at IIT Delhi at the tendered percentage ……% (percentage ……..)

And whereas the Institute has invited the Bids from eligible Consultants fulfilling the eligibility criteria for providing comprehensive consultancy services for implementation of the aforementioned Project and whereas the Institute has accepted the offer of the consultant on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-

1.0 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).

2.0 The following documents shall be deemed to form and be read and construed as part of this agreement namely:

   a. The REoI, all the documents including drawings, if any, forming the REoI as were published in web at the time of invitation of REoI and acceptance thereof together with any correspondence leading thereto.
   b. Financial Proposal and Abstract of Consultancy Fee
   c. Any other document like minutes of the pre-bid meeting, letter of extension of validity of offer, etc (to be decided at the time of award)

3.0 No payment for the work done will be made unless contract is signed by the consultant covenant

4.0 In consideration of the fee to be paid by the Institute to the Consultant as agreed to between the parties, the consultant hereby covenants with to provide the consultancy services in conformity in all respect with the provision of this contract.

5.0 The Institute hereby covenants to pay the consultant in consideration of the provision of consultancy services the contract fee at times and in the manner prescribed by the contract.

CONSULTANT

Consultant / Authorised Signatory

WITNESS: 1. 2.

Annexure- H

Undertaking: Integrity Pact

INTEGRITY PACT

To

……..,

……..,

……..

Sub: REOI No. …… for the work …….....

Dear Sir,

It is here by declared that IIT Delhi is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject REOI 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 (bidder……..

Yours faithfully

Executive Engineer (Electrical)

INTEGRITY PACT

To

……..,

……..,
……..

Sub: REOI No. **01/IITD/EW/REoI/2020-21** for the work of "PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PLANNING, DESIGN, PROCUREMENT AND INSTALLATION OF SPECIAL ITEMS LIKE FURNITURE & EQUIPMENT FOR DIFFERENT LABS LIKE CHEMISTRY, BIO, TEXTILE, MECHANICAL, ELECTRICAL, ETC. IN ENGINEERING BLOCKS AT IIT DELHI"

Dear Sir,

It is hereby declared that IIT Delhi (IITD) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (REOI) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of the tender/bid documents, failing which the tender/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 IITD.

Yours faithfully,

Executive Engineer

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

To

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

Subject: Submission of Bid for the work of "PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PLANNING, DESIGN, PROCUREMENT AND INSTALLATION OF SPECIAL ITEMS LIKE FURNITURE & EQUIPMENT FOR DIFFERENT LABS LIKE CHEMISTRY, BIO, TEXTILE, MECHANICAL, ELECTRICAL, ETC. (WHICH MAY INCLUDE TWO BSL-3 LABS AND TWO CLEAN ROOMS OF CLASS 100 TYPE) IN ENGINEERING BLOCKS AT IIT DELHI"

Dear Sir,

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

I / We agree that the Notice Inviting Tender (REOI) 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 REOI.

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

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

Yours faithfully,

(Duly signed by authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 16 represented through Executive Engineer (Elect.), IIT Delhi
....., (Hereinafter referred as the 'Principal/Owner',
(Address of Division)
'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....
(Name and Address of the Individual/firm/Company)
Through…….....
……. (Hereinafter referred
(Details of duly authorized signatory)
to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

WHEREAS the Principal / Owner has floated the Tender (REOI No. **01/IITD/EW/REoI/2020-21**) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PLANNING, DESIGN, PROCUREMENT AND INSTALLATION OF SPECIAL ITEMS LIKE FURNITURE & EQUIPMENT FOR DIFFERENT LABS LIKE CHEMISTRY, BIO, TEXTILE, MECHANICAL, ELECTRICAL, ETC. (WHICH MAY INCLUDE TWO BSL-3 LABS AND TWO CLEAN ROOMS OF CLASS 100 TYPE) IN ENGINEERING BLOCKS AT IIT DELHI" hereinafter referred to as the "Contract".

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

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

ARTICLE 1: COMMITMENT OF THE PRINCIPAL / OWNER

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

the following principles:

1.1. No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.1. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

1.1.2. The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also iREoIiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
   2.1. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
   2.2. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
   2.3. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
   2.4. The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
   2.5. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent

practices means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

ARTICLE 3: CONSEQUENCES OF BREACH

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

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

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

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

ARTICLE 4: PREVIOUS TRANSGRESSION

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

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

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

Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

ARTICLE 6: DURATION OF THE PACT

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

ARTICLE 7: OTHER PROVISIONS

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

ARTICLE 8: LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal / Owner)

.....
(For and on behalf of Bidder / Contractor)

WITNESSES:

1. .....

(signature, name and address)

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

Place:

Dated :

Annexure - I

AFFIDAVIT FOR SIMILAR WORK EXPERIENCE

To

Executive Engineer (Electrical),

----------,

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Consultant on back to back basis. Neither have we been blacklisted, debarred or restrained by any organization in the past. Further that, if such a violation comes to the notice of the Institute, then I / we shall be debarred from tendering in future forever. Also, if such a violation comes to the notice of the Institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

Yours faithfully

Annexure - J

UNDERTAKING

I/We have read and examined the Technical Bid (**Stage-I & II**) and Financial Bid documents.

I/We hereby tender for the execution of the work: Providing Comprehensive Consultancy Services for Planning, Designing & Development of Special FURNITURE of IIT Delhi within the specified time frame for various activities in all respects.

We agree to keep the tender open for 60 (sixty) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

If I/We fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the Institute 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 Institute shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, otherwise 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 therein. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred from participating in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as confidential documents and shall not communicate information/derived there from 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 Consultants

Postal Address

Witness:

Address:

Occupation

Annexure-M

PROFORMA FOR PERFORMANCE GUARANTEE

(BANK GUARANTEE BOND)

In consideration of having offered to accept the terms and conditions of the proposed agreement between ……..and …….. (Hereinafter called the said Consultant(s) for the work …… (Hereafter called the said agreement) having agreed to production of a irrevocable bank guarantee for Rs. …… (Rs. ……..… only) as a security/ guarantee from the consultant for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We ……. (Hereinafter referred to as the Bank) hereby (indicate the name of the bank) undertake to pay to an amount not exceeding Rs……. only on demand by the IIT Delhi.

2. We ……..…….. do hereby undertake to pay the amounts due (indicate the name of the bank) and payable under this guarantee without any demure, merely on a demand from the IIT stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ……. (Rs.……only)

3. We, the said bank further undertake to pay to the money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant(s) shall have no claim against us for making such payment.

4. We further agree that the guarantee herein (indicate the name of the bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of IIT Delhi under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineer-in-Charge on behalf of the Institute certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee.

5. We (indicate the name of the bank) further agree with the that the shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Consultant(s) from time to time or to

postpone for any time or from time to time any of the powers exercisable by the against the said Consultant(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from

our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the or any indulgence by the to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the Consultant(s).

7. We (indicate the name of the bank) lastly undertake not to revoke this Guarantee except with the previous consent of the in writing.

8. This guarantee shall be valid up to unless extended on demand by IIT. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within Six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

9. Dated the day of

for (Indicate the name of bank) Dated:

Signed for and behalf of the Consultant /Firm

Witnesses:

(Authorized signature of the firm)

1. ----------

(Name and Address)

2. ----------

(Name and Address)

Annexure-N

NOTICE FOR APPOINTMENT OF ARBITRATOR

To

Executive Engineer (Electrical)

IIT Delhi

New Delhi

Dear Sir,

In terms of Arbitration clause of the agreement, particulars of which are given below, I /we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of Bidder
2. Whether Bidder is Individual/ Prop. Firm/ Partnership Firm/Ltd. Co
3. Full address of the Bidder
4. Name of the work and contract number in which arbitration sought
5. Name of the Institute which entered into contract
6. Contract amount (percentage of work done or estimated cost of the work whichever is lower)
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to I.E. for decision
17. Date of receipt of SE's decision.
18. Date of appeal to you.
19. Date of receipt of your decision.

Specimen signature of the Bidder (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount claims. 2.

3.

Yours faithfully, (Signature)

Copy in duplicate to: …..

BID SUBMISSION

ONLINE BID SUBMISSION:

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

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	**Documents**	**Content**	**File Types**
1	Technical Bid	Organization Declaration Sheet as per Annexure - I	.PDF
2		All Appendices & Annexures	.PDF
3		Attested Certificate of work experience & P.O. copy as desired	.PDF
4		Certificate of registration for GSTIN	.PDF
5		Affidavit as per NIT condition 1.2.2 on stamp paper	.PDF
6		Acceptance to execute integrity pact	.PDF
7		All other documents as desired in Technical Bid vide clause 9.0	.PDF
8		Any other document as specified in the NIT	.PDF
Envelope – 2			
Sl. No.	**TYPES**	**Content**	
1.	Financial Bid	Price bid should be submitted in PDF format.	.PDF

Annexure-O

Format for Power of Attorney for authorized signatory

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, we ……(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr./ Ms.……(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ……as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for providing Comprehensive Planning and Designing of the Proposed Indian Institute of Technology Delhi at , Delhi () including signing and submission of all documents and providing information/responses to representing us in all matters before , and generally dealing with in all matters in connection with our Bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the ……Day of …….2020

(In case of consortium, to be executed by all the members of the Consortium Bidder)

Note:

 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

 This Power of Attorney should be provided on no judicial stamp paper duly notarized of appropriate value.

Annexure 1

<< Organization Letter Head >>

DECLARATION

I / We, _____ hereby declare that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I / we have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

1	Name & Address of the bidder	**:**	
2	Phone	**:**	
3	E-mail	**:**	
4	Contact person name	**:**	
5	Mobile number	**:**	
6	GSTIN number	**:**	
7	PAN number	**:**	
8	UTR no. [for payment of EMD]	**:**	
	BANK DETAILS		
10	Bank name	**:**	
11	Branch address	**:**	
12	Branch telephone no.	**:**	
13	MICR Code of the bank	**:**	
14	IFSC code	**:**	
15	Bank Account no.	**:**	
16	Type of account	**:**	

We further declare that our organization has not been blacklisted / delisted or put to any holiday by any Institutional agency / Govt. Department / Public Sector Undertaking in the last ten years.

[Signature of the bidder]

Name:

Seal of the bidder

Our fee for the Scope of Services described in the REOI as per following:

(To be uploaded in PDF form duly scanned)

Item No.	Description of Item	Quantity	Unit	In INR or in Percentage as desired (in figures as well as in words)
1	(a) Preparation of Conceptual Scheme, Plan, Preliminary Drawings, after ascertaining requirements of the client departments, preparation and submission of conceptual scheme of the FURNITURE, plan and all drawings required for approvals to the satisfaction of Engineer-In-Charge and Institute and submission of the same (b) Preparation & Submission of Detailed design, calculations, tender drawings, specification, detailed estimates, BOQ, Tender Document etc. of all individual Labs, and for approval by the Institute (c) After procurement of FURNITURE by the Institute, their proper installation as per requirement, supervision and commissioning (d) After installation the entire thing have to be got validated	**Lump sum**	**Percentage [%] of the Awarded Value of the Work for the Supplying and Installation of Special Furniture**	**Bidder Should not quote here**

	from statutory authority as applicable for specific Labs (e) Other Works related to the project as and when assigned by the Engineer-in-charge including deploying minimum manpower and abiding by all obligations as mentioned in the REoI document.			

1) GST as per actual against proof of document.

2) The above quoted rate shall be inclusive of all other taxes and levies and no extra payment will be claimed other than the above quoted rate.

We agree to all the terms and conditions relating to the fee as laid down in the REOI.

Thank you.

Yours faithfully,

Signature of Applicant / Authorized signatory:

Name of Signatory:

Designation:

Name and address of Applicant:

Contact number:

Email :