



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड, इंदौर- 453552
Simrol, Khandwa Road, Indore- 453552

E-TENDER MODE

**Repairing & painting work at school building at IIT
Indore.**

**Document to be submitted online
For
(Two Bid as per Tender document)**



भारतीय प्रौद्योगिकी संस्थान इंदौर सिमरोल, खंडवा रोड, इंदौर- 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

Tel.: 0731-24387688

Email: ido.tender@iiti.ac.in

TENDER DOCUMENT FOR E- TENDER

Online Tenders are invited by IIT Indore (**in two Bid System**) the registered contractors in CPWD, BSNL, MPPWD, and MES & Central PSUs working agency of IIT/IIM/RRCAT etc. in appropriate category for the of following work:

Sl. No.	Description of Stores	NIT No.	Qty.
01.	Repairing and painting work at school building at IIT Indore.	IITI/IDO/Maint./ KV painting/MOW/20 19-20	Rs. 23,100/- (twenty Three Thousand one hundred only) Online EMD Submission: Bidder can submit their EMD visiting to the below link: https://www.onlinesbi.com/sbicollect/collecthome.htm

SUBMISSION OF BIDS ONLINE IN SINGLE BID <https://eprocure.gov.in/eprocure/app>

NIT No. should be mentioned for the purpose of EMD Submission and the Tender No. Should be referred for bid submission/communication etc

Note:

Tender Documents with detail terms & conditions can be downloaded from our website:

http://iiti.ac.in/tender_estate & <https://eprocure.gov.in/eprocure/app>

- All the details/document pertaining to the tender such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website and also at Central Public Procurement Portal.
- Bids/Quotations may be submitted directly by the registered contractors in CPWD, BSNL, MPPWD, and MES & Central PSUs working agency of IIT/IIM/RRCAT etc. with proof of authorization.

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.

For any issues related to tender please contact Infrastructure Development Office, Tel: +91-0731-24387688 Email: ido.tender@iiti.ac.in

Project-In-Charge - (IDO)

ONLINE BIDDING DOCUMENTS
FOR
PURCHASE OF GOODS

CONTENTS

Chapter 1	Schedule of Tendering
Chapter 2	Instruction to Tenderers
Chapter 3	List of Document to be Uploaded with Technical Bid
Chapter 4	Instructions for Online Bid Submission: • Registration • Searching of Tender Documents • Preparation of Bids • Submission of Bids • Assistance to Bidders & General Instruction to the bidders
Chapter 5	General Terms & Conditions
Chapter 6	Technical Bid
Chapter 7	Price Bid
Chapter 8	Performance Bank Guarantee
Chapter 9	Bill of Quantities

CHAPTER- 1
Schedule of Tendering:

Sl. No.	Event	Date and Time/ Remarks
01	Down loading of Tender document online from CPPP	From November 24, 2020 https://eprocure.gov.in/eprocure/app and http://iiti.ac.in/tender_estate
02	Bid Submission Start Date	November 24,2020
03	Last date & Time of Submission of Bids Online (Technical and Price Bid)	December 04,2020 @ 03.00 PM (IST) Please refer tender Terms at IITI
04	Opening of Technical Bids Online	December 04,2020 @ up to 03:30 PM(IST) Please refer tender Terms at IITI
05	Bid Security/ Earnest Money Deposit (EMD) Amount	Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/collecthome.htm
06	All the communications with respect to the tender shall be addressed to:	Project In-charge – 1 Infrastructure Development Office IIT Indore, First Floor, Hub Building, Khandwa Road, Simrol, Indore- 453552 Tel.: 0731- 6603466 Email: ido.tender@iiti.ac.in
07	Submission of Bid Online	https://eprocure.gov.in/eprocure/app
08	For taking assistance, if any	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll Free No.:18002337315, 180030702232

CHAPTER- 2**INSTRUCTIONS TO THE TENDERERS**

*The eligible contractors mean registered in CPWD, BSNL, MES, MPPWD, Central PSUs & working contractors of IIT/IIM/RRCAT etc. Indore if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work of value 80% of estimated cost during last five years.

The enlistment / registration of the contractors should be valid on the last date of submission of tenders.

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

The intending tenderer must read the terms and conditions of CPWD-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

Information and Instructions for tenderer posted on website shall form part of tender document.

The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://iiti.ac.in/tenders/tender>, free of cost and shall be submitted on line on website <https://eprocure.gov.in/eprocure/app>.

The tender can only be submitted after uploading the mandatory scanned documents as per list given below.

The amount of EMD will be paid by online mode only. EMD will be returned/ released after the issue of work order only. The receipt of EMD should be uploaded with tender documents.

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

The intending tenderer must have valid class-III digital signature to submit the tender.

Contractor can upload documents in the form of PDF format.

Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow color.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).

Project-In-Charge - 1 (IDO)

CHAPTER – 3**LIST OF DOCUMENT TO BE UPLOADED WITH TECHNICAL BID**

Sl. No.	List of Documents
1	EMD
2	Certificate GST No.
3	Registration No.
5	Form A:-Financial information
	i) Financial analysis
	ii) Average Annual turnover 50% of estimated cost of Tender
6	Bank Solvency Certificate VALUE SHOULD BE 40% of Estimated Cost.
7	Details of Eligible Work or Similar Work
8	Successfully completed similar work with in last five years
	i) one similar work of value 80% of estimated cost of tender. OR
	ii) Two similar work of value 60% of estimated cost of tender. OR
	iii) Three similar work of value 40% of estimated cost of tender
9	Structure and organization of the firm/company
11	Certificate of EPF and ESIC
13	Labour Registration
14	Undertaking of compliance of all the statutory laws to be submitted on the letter head of the organization with seal & signature as per Annexure No. 1

CHAPTER - 4

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which

the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" 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.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can 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) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. **The vendor/firm should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
- 4) 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.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), 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.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for E- Tender at <http://eprocure.gov.in/eprocure/app>

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis, charges towards freight, installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.

- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**

II For goods offered from abroad

- a) The price of goods shall be quoted in Ex-Works/FCA/CIP and the same should be mentioned in terms & conditions of the firm.
- b) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c) The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted in Indian currency.

IV. Indian Agent

- a) If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
 - i) *Name and address of the Indian agent with their permanent income tax number.*
 - ii) *Details of the services the agent will render*
 - iii) *Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees*

V. Period of validity of online bids: Online Bids shall remain valid for acceptance for 180 days after the date of bid submission.

Proof of EMD submission must be attached to the Techno-Commercial Bid Only and NOT to the Price Bid. Bids received without EMD will be rejected.

Note – Non-compliance of the above may disqualify your offer for consideration.

Project-In-Charge - 1 (IDO)

CHAPTER- 5

GENERAL TERMS AND CONDITIONS

1. **Delivery of Tender: Single Bid through Online Mode.** IIT Indore reserves the right to ignore any tender who fails to comply with the above instructions without giving any notice.
2. **Single Bid: Firm should submit the bid online:**
 - a) **Technical Bid:** Technical bid will be opened on the due date for technical evaluation of bids. Technical evaluation matrix will be uploaded on CPPP for the intimation to the firms. The technically disqualified firms can represent towards disqualification within a week on CPPP from the date of intimation mail.
Non –representation within stipulated time the tender will be processed further and no representation will be accepted thereafter.
 - b) **Financial Bid:** The financial bids of technical qualified responsive bidder will be opened.

Bidder: Tenders are invited only from registered contractors in CPWD, BSNL, MPPWD, and MES & Central PSUs working agency of IIT/IIM/RRCAT etc. in appropriate category, Vendors are requested to **attach proof** to show that they are the authorized dealers of the brand that they are quoting for the manufacturers of the product.

Bids of internationally recognized brand from authorized dealers only will be accepted. Tender Documents will also be available on institute website: http://iiti.ac.in/tender_estate.
3. **Bid Security (EMD):** Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with:-
 - (i) **Micro and Small Enterprises (MSEs)**
 - (ii) **Central Purchase Organization (CPO)**
 - (iii) **Concerned Ministry / Department.**
 - (iv) **Startups as recognized by Department of Industrial Policy & Promotion (DIPP).**
 1. In such case, copy of the certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format.
 2. In case the unit is not covered as above, the EMD should be submitted online via <https://www.onlinesbi.com/sbicollect/collecthome.htm> and the payment reference should be attached in PDF with Cover I.
 3. The EMD will be returned to the unsuccessful bidders after the orders are placed with the successful bidder.
 4. The EMD will be forfeited if the bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
 5. No interest will be payable by the Purchaser on the Earnest Money Deposit. **The earnest money of all the unsuccessful tenderers will be returned to them after finalization of order or immediately after completion of validity of the bid.** The Earnest Money of successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to supply the item as per Purchase Order (PO) terms and conditions within stipulated period, the earnest money shall be liable to be forfeited by IIT Indore
2. **Period for which the offer will remain opened:**
 - a. Firms tendering should note the period for which it is desired that their offers should remain open for acceptance.
 - b. Quotations qualified by such vague and indefinite expressions such as “subject to immediate acceptance”, “subject to prior sale”, etc. will not be considered.
3. **Concession/Exemptions:** IIT-I being an academic institute is entitled for availing Customs Duty exemptions in terms of Notfn. No. 51/96 dated 23.07.1996, Notfn. No. 28/2003- Customs dt. 01/03/2003, Notfn. No.43/2017- Customs dt. 30/06/2017 & notfn. No. 47/2017- Integrated Tax (Rate) dt. 14/11/2017, Notfn. No. 10/2018- Integrated Tax (Rate) dt.25/0/2018 and Notfn. No. 45/2017-Central Tax (rate) dt. 14/11/2017, Notfn. No.

45/2017-Union Territory Tax (Rate) dt. 25/01/2018 as amended from time to time. Presently this is valid till 31.08.2021 vide Order No. TU/V/RG-CDE(1145)/2016 Dt.28/02/2018 issued from DSIR-Min. of Sc.& Tech; Govt. of India. **Please state clearly that this Certificate is required.**

4. **Opening of Tenders:** Online tender opening as specified in schedule of requirement. The received bid will be opened online, and it will be evaluated by a technical committee which will decide the suitability as per our specification and requirement. The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and verified by the technical committee as technically qualified bidder as per Tender.
- a) **Award Criteria:** *The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive, technically qualified and has been determined to be the lowest responsive evaluated bid.*
- b) **Purchaser's Right to vary Quantities at Time of Award:** *The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract.*
- c) **Notification of Award:** *Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted by way of a Purchase Order.*
5. **Place of Delivery & Schedule:** IIT Indore, SIMROL, Khandwa Road, Indore – 453552 and should be delivered within schedule.
6. **Guarantee/ Warranty:** **The equipment should be covered comprehensive on-site warranty against any manufacturing defect for a period Three years from the date of successful installation and acceptance or as mentioned in Chapter 6.** In case any part or whole of the equipment is found to be defective during the guarantee period, then the same will have to be replaced/repared free of cost at our premises. Warranty certificate should be submitted with the bill(s).
7. **Insurance:** The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched and delivered at the risk of supplier. In case of damage consignment the same should be replaced without any cost to the Buyer and the supplier can collect the damaged consignment after satisfactory replacement.
8. **Inspection:** Before dispatch the materials, the Vendor will give sufficient advance notice of the date in writing on which the goods will be ready for inspection. The Vendor also shall provide the purchaser all necessary facilities for pre-dispatch inspection. If due to any reasons, it is not possible on the part of the purchaser to visit the plant/site of the Vendor for inspection of the items, the Vendor shall share the detailed schematic diagram, pictures of item and the details as required by the IITI.
9. **Right of Acceptance:** This office does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.
10. Items supplied are subject to inspection and acceptance and the supplier should collect/ replace the rejected items at his cost and risk.
11. **Specification and Make:** Quotation should be given for the exact specification and make as shown in the enquiry against Sl. No. of the item. If in the view of the supplier there is any other alternative item which can serve out purpose, quotation may also be given for the same separately. Client list along with the order copy of similar equipment supplied to any IITs / any Govt. Organization including detail of price & all charges must be

attached. In the case of items quoted having specifications different than those mentioned in the enclosed Tender format, kindly submit the information and the prices in the same format but on additional Sheet.

12. **Proof of Registration MUST be attached.**
13. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**
14. **IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.**
15. IITI does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
16. IIT Indore is green zone campus; hence, after delivery and acceptance of item supplier should take back the waste packing material such as plastic, wrapping paper and toxic material. Further, any wooden packing material to be handed over to store.
17. **Liquidated Damages:** - As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IITI. In case of delay in installation and Commissioning, Inspection, Certification etc. also the same rate of penalty shall be leviable.
18. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
19. The firm may give any of their commercial term, if required, in their techno-commercial offer only, and price quotation should contain only price.
20. Please inform the IITI in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
21. **IITI reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.**
22. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
23. **Cancellation:** IIT- Indore reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.

24. **Governing Law:** The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.
25. For any dispute, the place of jurisdiction shall be Indore, India only.

CHAPTER- 6
TECHNICAL BID

(Bidder should submit compliance matrix along with Technical Bid)

PART-I
Eligibility criteria

CPWD-6 FORM e-Tendering

The Project in-charge, IIT Indore invites on behalf of IIT Indore online percentage rate / item rate tender on 2 Bid system from the Registered contractors in appropriate category * for the works of: **repairing & painting work at school building at IIT Indore.**

- 1.1 The work is estimated to cost **Rs. 11,54,000/-**This estimate, however, is given merely as a rough guide.
- 1.2 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

2 Criteria of eligibility

- *The eligible contractor's means registered in CPWD, BSNL, MES, Railways, Central PSUs & working contractors of IIT/IIM/RRCAT etc. if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work of value 80% of estimated cost during last five years.
3. Similar work shall mean works of repairing and finishing work.
 4. Agreement shall be drawn with the successful tenderers on prescribed Form No CPWD 7 (or other Standard Form as mentioned) which is available as a Govt of India Publication and also available on website www.iiti.ac.in. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
 5. The time allowed for carrying out the work will be **02 month** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
 6. The site for the work is available. *
 7. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website

www.iiti.ac.in/tenders/tender or <http://eprocure.gov.in/eprocure/app> or other necessary documents also can be seen in the office of the Acting Project-In-Charge (Civil), Infrastructure Development Office, IIT Indore between hours of 10:00 AM to 5:00 PM from every day except on Saturdays, Sundays and Public Holidays in free of cost.

8. Earnest Money will be paid in the form of online mode only.
9. The tender submitted shall become invalid and cost of tender & e-Tender processing fee shall not be refunded if:
 - (i) The tenderer is found ineligible.
 - (ii) The tenderer does not upload all the documents as stipulated in the tender document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.
10. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be Deposit at Call receipt of any scheduled bank / Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any Scheduled Bank of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.**
11. **Recovery of Security Deposit** -The person/persons/firm whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. 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 the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor 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 contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit
12. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderers shall be responsible for arranging and maintaining, at their own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read

this notice and all other contract documents and has made himself aware of the scope and specifications of the work and local conditions and other factors having a bearing on the execution of the work.

13. The competent authority on behalf of the IIT Indore does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority on behalf of IIT, Indore reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to tender for works in the IIT Indore responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the IIT Indore. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
18. The tender for the works shall remain open for acceptance for a period of **One Hundred Eighty (180) days** from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of the work.
19. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

18.1 The tender document will include following three components:

Part A: -

CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2010 as amended/modified up to **12.03.2020.**

Part B: -

General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C: -

Schedule A to F for minor component of the work, (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

18.2 All the clauses of CPWD GCC 2020 will be applicable. Clause no. 10CC, 10CA and clause no. 19L not applicable for this work.

18.3 The tenderers must associate himself, with agencies of the appropriate class eligible to tender for each of the minor component individually

18.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.

18.5 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

18.6 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.

Project-In-Charge - 1

For & on behalf of the Board of Governors, IIT, Indore

(A) Tender for
the work of:

repairing & painting work at school building at IIT
Indore.

Signature of officer issuing the documents

Designation: ***Project-In-Charge - 1, IIT Indore***

Date of Issue _____

TENDER

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

I/We hereby tender for the execution of the work specified for the Board of Governors, IIT, Kanpur within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for (180) days from the date of opening of tender and not to make any modifications in its terms and conditions.

A sum of Rs. 23,100/- is hereby forwarded in online mode as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Board of Governors, IIT Indore or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Board of Governors, IIT Indore or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in

excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in IIT Indore in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated _____ ****** _____

Signature of contractor

Postal Address ******

Witness: ******

Address: ******

Occupation: ******

1.1 Operative schedules shall be supplied separately to each intending tenderer**SCHEDULE 'A'-***Schedule of quantities - Attached***SCHEDULE 'B'-***Schedule of materials to be issued to the contractor:*

<i>S. No.</i>	<i>Description of item</i>	<i>Quantity</i>	<i>Rates in figures & words at which the material will be charged to the contractor</i>	<i>Place of issue</i>
1	2	3	4	5
.....NIL.....				

SCHEDULE 'C'*Schedule of Tools and Plants to be hired to the contractor*

<i>S. No.</i>	<i>Description</i>	<i>Hire charges per day</i>	<i>Place of issue</i>
1	2	3	4
.....NIL.....			

1.2 SCHEDULE 'D'*Extra schedule for specific requirements/document for the work, if any:**As attached in tender form.***SCHEDULE 'E'**Schedule of component of other Materials, Labour, POL etc. for price escalation: **N.A.****SCHEDULE 'F'**

Reference to General Conditions of Contract

Name of Work:	Repairing & painting work at school building at IIT Indore.		
Estimated cost of the work:	Civil Items of Work		Rs. 11,54,000
Earnest money	Rs. 23,100		
Performance	5% of the tendered value		

Bank Guarantee	
Security Deposit	2.5% of the tendered value of the work

General rules and direction:

<i>Officer inviting tender</i>	Project in charge - 1, Infrastructure Development Office IIT Indore
<i>Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2.& 12.3</i>	<i>See at appropriate clause under definitions</i>

Definitions:2(v) **Engineer-in-Charge***For Civil items of work***Project-In-Charge - 1,****IIT Indore**2(vi) *Accepting Authority***Project In charge - 1,****IIT Indore**2(vii) *Percentage on cost of materials and labour to cover all overheads and profits* 15%2(viii) **Standard Schedule of Rates:***Civil Items of Work:**D.S.R. 2018 with up to date correction slips*2(ix) *Department:**Central Public Works Department*2(x) *Standard CPWD contract Form:*

*GCC 2020, CPWD **form-7** as modified & corrected up to **31.03.2020** (Whether correction vide latest circulars are incorporated or not in this document). The following condition pertains to GST of clause 37 & 38 of General Condition of contract and corresponding Amendments should be read as follows:*

a- The Quoted rates should be inclusive of GST.

Clause 2*Authority for fixing Compensation***Project In charge – 1,**

*under Clause 2****IIT Indore******Or successor thereof*****Clause 2 A***Whether Clause 2A shall be applicable**No***Clause 5***i) Number of days from the date of issue of letter of acceptance for reckoning date of start****7 Days****ii) Time allowed for execution of work****15 Days******Authority to decide******Extension of time******Dean Infrastructure Development,
Infrastructure Development Office
IIT, Indore*****Clause 6/ 6A*****Only clause 6 applicable.*****Clause 7** *Gross work to be done together with net payment/Adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment***Clause 10A** *Material to be provided by the contractor.**Applicable***Clause 10B (ii), (iii)** *Whether clause 10-B (ii) and 10-B (iii) shall be applicable.**Not Applicable***Clause 10 C** *Component of labour expressed as percentage of value of work**25 %****(10 C Not Applicable)***

Clause 10 CA*Materials covered under this clause.***Nearest material** (other than cement, reinforcement bars and structural steel) **for which All India Whole sale price Index is to be followed.****Base price of all the materials covered under clause 10 CA**

1. Cement (PPC)

Nil**NIL**

2. Steel

Nil**(10 CA Not Applicable)****Clause 10 CC***Increase/Decrease in Price of materials/wages***Not Applicable****Clause 11*****Specification to be followed for execution of work:****For Civil items of work**CPWD Specifications 2009 Vol. 1 and Vol. 2 with up to date correction slips (Hereinafter called CPWD specifications also).***Clause 12**

12.2 & 12.3

*Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work***50%**

12.5

*Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work***100%****Clause 16*****Competent Authority for Deciding reduced rates:****For Civil items of work****Project In charge - 1,******IIT Indore*****Clause 18***List of mandatory machinery, tools & plants to be deployed by the contractor at site.***N.A.****Clause 36 (i)*****Requirement of technical Representative(s)****For supervision of civil as well as electrical items of work, technical representatives of the respective disciplines will be required to be deployed.***Clause 42**

- i) a) *Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2018 printed by CPWD*

D.S.R. 2018 (with up to date correction slips

- ii) ***Variations permissible on theoretical quantities***

- a) Cement for works with estimated cost put to tender not more than Rs. 5 lakhs. **3% plus/minus**
 For works with estimated cost put to Tender is more than Rs. 5 lakhs **2% plus/minus**
- b) Bitumen all works **2.5% plus only & nil on minus side.**
- c) Steel reinforcement and structural steel Sections for diameter, section and category. **2% plus/minus.**
- d) All other materials **Nil**

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

SI No	Description of items	Rates in figures and words at which recovery shall be made from the contractor	
		<i>Excess beyond permissible variation</i>	<i>Less use beyond the permissible variation</i>
1.	Cement (PPC)	Double the Issuerate	Double the Issue rate
2.	Steel reinforcement (TMT Bars)	Not Applicable	Not Applicable

SALIENT/MANDATORY REQUIREMENTS FOR THE TENDER

- 1 The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
- 2 Separate schedule of quantity is included in this tender for civil and electrical items of work. If the tenderer wants to offer any unconditional rebates on their rates, the same should also be offered in the respective components of civil and electrical schedule separately. The contractor shall quote the percentage rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
- 3 Time allowed for the execution of work is 01 month.
- 4 The contractor(s) shall submit a detailed program of execution in accordance with the master programme/milestone within ten days from the date of issue of award letter.
- 5 Contractor has to arrange and install field laboratory during the currency of work and nothing extra will be paid on this account.
- 6 Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 7 Contractor has to deploy required Plant and machinery on the project. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 8 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Acting Project-In-Charge (Civil)/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 9 Temporary Electric connection shall be issued as per request and charges shall be recovered as per actual consumption of units.
- 10 Water will be arrange by contractor at his own sources and not reimbursed by the Institute.
- 11 EPF and ESI, if applicable, will be reimbursed on actual basis after due verification.
- 12 Any item which is not available in the BOQ or deviated beyond schedule F shall be paid as per CPWD DSR 2018 rates. If it is not available in BOQ and DSR then extra items shall be worked out as actual cost of material and actual cost of labour plus 15% as overhead and profit. The decision of Engineer-In-Charge will be conclusive and final binding on the contractor.
- 13 If BOCW (MP Building & Other Construction Workers Welfare Board), Labour Registration & License, EPF & ESIC Registration not submitted, and then 1st RA Bill will not be payed & cleared till the submission of these documents.

14 Certifications like BOCW (MP Building & Other Construction Workers Welfare Board), Labour Registration & License, EPF & ESIC Registration are to be submitted after the issue of Work Order, then only the site will be handed over to you and permission to start the work will be given.

QUALITY ASSURANCE OF THE WORK

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.

2. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.

3. Other Laboratories:

1. The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor/department in the manner indicated below.

i) By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents

ii) By the department, if the results confirm to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.

2. If the tests, which were to be conducted in the site laboratory are conducted in other laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.

C) Sampling of Materials:

1. Sample of building materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.

2. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.

3. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
4. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
5. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
6. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

ADDITIONAL TERMS AND CONDITIONS

- 1 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.
- 2 Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
- 3 Some restrictions may be imposed by the security staff etc. on the working and for movement of labor, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- 5.1 The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
- 5.2 The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
- 6 If as per local Municipal regulations, huts for labor are not to be erected at the site of work, the contractor shall be required to provide such accommodation at a place as is acceptable to the local body and nothing extra shall be paid on this account.

7 The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.

8.1 For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR 2016 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications.

8.2 In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills.

8.3 For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.

9 The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/ collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.

10 Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.

11 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.

12 In case the supply of timber/steel frames/shutters for doors, windows etc. is made by some other agency, the contractor shall make necessary arrangements for their safe custody on the direction of the Engineer-in-charge till the same are fixed in position by him & nothing extra shall be paid on this account.

13 The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.

14 The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.

15.1 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by the departments and shall construct suitable godowns, yards at the site of work for storing all materials as to be safe against damage by sun, rain, dampness, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose, at his own cost. Materials to be charged directly to work and stipulated for

issue free of cost shall also be issued to the contractor as soon as those are received at site or at the stipulated place of issue. The provision of this para shall apply equally and fully to those as well.

15.2 All materials obtained from the Infrastructure Development Office store or otherwise on receipt shall be checked by the Engineer-in-charge of the work or his representations before use.

15.3 Registers for the materials to be issued by the department shall be maintained as required by the Engineer-in-charge and these shall be signed by the contractor or his authorized agent and representative of Engineer-in-charge on each day of transactions.

SPECIAL CONDITION FOR MATERIAL

1. The contractor shall at his own expense procure and provide all materials excluding cement required for the work.
2. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
3. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
4. The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.

ADDITIONAL CONDITIONS FOR CIVIL WORKS

1. a) The contractor (s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department.
b) The contractor (s) shall get him acquainted with nature and extent of the work and satisfy him about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.
2. The contractor (s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy him about complete characteristics of soil and other parameters of site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
3. The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
4. The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any

damage to the adjoining property whether public or private and shall supply and maintain light and other illumination on for cautioning the public at night.

5. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit board red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.

6. The contractor shall provide at his own cost suitable weighing surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.

7. Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings

8. On completion of work, the contractor shall submit at his own cost four prints of "as built" drawings to the Engineer-in-Charge within 30 days of completion of work. These drawings shall have the following information:

- a) Run of all piping and their diameters including soil waste pipes & vertical stacks.
- b) Ground and invert levels of all drainage pipes together with locations of all manholes and connections up to outfall.
- c) Run of all water supply lines with diameters, location of control valves, access panels etc.

If above said drawings are not submitted by the contractor with in the above specified time then final bill will not be paid and Security Deposit shall not be released.

9. Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable for extra cement considered in consumption on this account.

10. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.

11. The works shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available thereof is complete and unambiguous. The discrepancy, if any shall be brought to the notice of the Engineer-in-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.

12. The contractor shall take all precautions to avoid accidents by, exhibiting caution boards day and night, speed limit boards, red flags, red light and providing necessary barriers and other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
13. Other agencies will also simultaneously execute and install the works of electrification, air conditioning, lifts, fire-fighting etc. for this work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required for the electric, air-conditioning and other related works (for which inserts, sleeves, brackets, conduits base pinion, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work & brick work, if required and nothing extra shall be payable on this account.
14. All materials obtained from Govt. stores or otherwise shall be get checked by the Engineer-in-Charge or his any authorized supervisor staff on receipt of the same at site before use.
15. The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
16. All Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixings involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.
17. If the work is carried out in more than one shift or during night no claim on these accounts shall be entertained.
18. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
19. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
20. The day to day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the Jr. Engineer-in-Charge of work and which shall be duly signed by the contractor or his authorized representative.

21. The contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording etc. Nothing extra shall be payable to the contractor on this account. However cost of photographs, slides, audio/videography etc. shall be borne by the department.
22. The contractor shall be fully responsible for the safe custody of materials brought by him issued to him even though the materials are under double lock key system.
23. The rate of items of flooring is inclusive of providing sunken flooring at bathrooms, kitchen etc. and nothing extra on this accounts is admissible.
24. No payment shall be made to the contractor for any damage caused by rain, snowfall; floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
25. For construction works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises.
26. The Plinth Level of Building is to be kept as per Architectural drawings. All the items of works such as PCC, RCC, Brickwork and shuttering etc. in foundation upto this plinth level with be measured and paid as the work done upto plinth level. Nothing extra due to higher plinth will be paid and contractor's rates quoted for all these items shall, therefore, the deemed to cater for extra height of plinth.
27. The contractor has to follow all safety norms as laid down in National Building Code of India. All the workers shall be equipped with the required safety gadgets while working at site such as ISI marked helmets, Shoes and safety belts, gumboots, gloves etc.
28. Being an individual work contract no other tax is payable other than GST. The GST shall be paid extra as per applicable.

GENERAL SPECIFICATION FOR CIVIL WORKS

1. Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of items in the schedule of quantities the work shall generally be carried out in accordance with the "CPWD specifications 2009 Vol. 1 and Vol. 2 (with upto date corrections slips). (Hereinafter to be referred to as CPWD specifications) and instructions of Engineer-in-Charge. Wherever CPWD specifications are silent the latest IS codes/specification shall be followed.
2. The order of preference in case of any discrepancy as indicated in condition No. 8.1 under "Conditions of Contract" give in standard CPWD contract form may be read as the following:
 - i) Nomenclature of items as per schedule of quantities.

- ii) Particular specification and special condition, if any.
- iii) CPWD specifications.
- iv) Architectural Drawings
- v) Indian standard specifications of B.I.S.
- vi) Sound Engineering Practice

A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard, including such revision/amendments as issued by the bureau of Indian standard up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.

3. The proposed building is a prestigious project and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items like stone masonry & stone cladding works, stone flooring, and structural glazing, PVDF coating aluminum composite panel and other specialized flooring work, Wood work will specially require engagement of skilled workers having experience particularly in execution of such items.
4. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed.
5. The rates for all items of work shall unless clearly specialized otherwise include cost of all labour, material tools and plants and other inputs involved in the execution of the item.
6. The contractor (s) shall quote all-inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned. In the tender documents unless specifically specified otherwise.
7. Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.
8. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
9. The foundation trenches shall be kept free from water while works below ground level are in progress.
10. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidelines only).

CHAPTER- 7**PRICE BID****PRICE BID - Schedule of price bid in the form of BOQ format:**

1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>
2. **Bidders are advised to download this BoQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.
4. Any element of cost, taxes, duties levies etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
5. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible.
2. INCOTERMS (in case of imported item) should be clearly mentioned on the bid
3. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on free delivery basis at IIT Indore and total value is also indicated in words.
4. Any optional indicated in techno-commercial bids must be priced separately.
5. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
6. The price must be stated for each item separately. The percentage of reduction, in the unit price should also be quoted, should an order to that extent be placed with you.

Signature of the Tenderer**Name of the Firm:****Contact No.:****Email:****Seal:**

CHAPTER- 08**PERFORMANCE SECURITY FORMAT**

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(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 supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Phone No., Fax No. & e-mail id.

Chapter – 9
Bill of Quantities

Price schedule of items

S no	Item	Qty.	Unit	Rate (Rs.)	Amount
1	Brick work with common burnt clay machine moulded perforated bricks of class designation 12.5 conforming to IS: 2222 in superstructure above plinth level up to floor five level in cement mortar 1:6 (1 cement : 6 coarse sand) :With Modular bricks				
		8	Cum		
2	15 mm cement plaster on rough side of single or half brick wall of mix: 1:4 (1 cement: 4 coarse sand)				
		116	Sqm		
3	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : New work (two or more coats) over and including water thinnable priming coat with cement primer				
		7257	Sqm		
4	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface : Water thinnable cement primer				
		213	Sqm		
5	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.				
		213	Sqm		
6	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.				
	Fire duct	3	Cum		
7	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level				
		243	Kg		
8	Centering and shuttering including strutting, propping etc. and removal of form for :Suspended floors, roofs, landings, balconies and access platform				

		16	Sqm		
9	Aluminium window with old material				
		12	Sqm		
10	Providing and fixing of half stall urinals complete including flush system				
		4	No		
11	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels: Granite of any colour and shade				
		10	Sqm		
12	White Vitreous China Surgeon type (Oval shape) wash basin of size 660x460 mm with a pair of 15 mm C.P. brass pillar taps with elbow including operated levers				
		3	No		
13	Finishing walls with water proofing cement paint of required shade : New work (Two or more coats applied @ 3.84 kg/10 sqm)				
		800	Sqm		
	Total				